

Company no 08862063

The Companies Act 2006
Private company limited by shares
Written resolutions
of
Ovo Energy (Group) Ltd

25 July 2014 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the sole director of Ovo Energy (Group) Ltd (the "Company") proposes that the following be passed as a Special Resolution (the "Special Resolution")

- THAT the draft articles of association produced to the meeting and, for the purposes of identification, attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

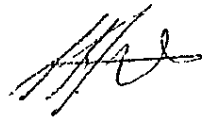
Important

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

The undersigned, being a person entitled to vote on the resolutions on the Circulation Date (see Note 4), hereby irrevocably agree to the Special Resolution


duly authorised signatory
for and on behalf of
Ovo Group Ltd

Date 25 July 14

Signed 
Name **Stephen Fitzpatrick**
Date 25 July 2014

THURSDAY



Notes

- If you agree to all of the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by post or in person to The Core, 40 St Thomas Street, Bristol BS1 6JX
- **The resolutions will lapse if sufficient votes in favour of them have not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one).** Unless you do not wish to vote on the resolutions, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against the resolutions
- Once you have signified your agreement to the resolutions such agreement cannot be revoked
- In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s)
- If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Articles of Association

of

Ovo Energy (Group) Ltd

Company number 08862063

(Private company limited by shares)

as adopted by written special resolution passed on 25 July 2014

Osborne Clarke

JPC/0985189/O20369450 14/MBW

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Company number 08862063

The Companies Act 2006

Private company limited by shares

Articles of Association

of

Ovo Energy (Group) Ltd ("the Company")

(as adopted by written special resolution passed on 25 July 2014)

PART A

Interpretation, limitation of liability and other miscellaneous provisions

1 Preliminary

Notwithstanding any other provision of these Articles, no regulations for management of the Company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation made pursuant to a statute (including, but not limited to, the regulations contained in the model articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time)) shall apply to the Company. The following shall be the Articles of the Company.

2 Defined terms

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"A Consent" means the written consent of more than 50% of the holders of A Ordinary Shares.

"A Ordinary Shares" means the A ordinary shares of £0.00001 each in the capital of the Company.

"Acting in Concert" has the meaning set out in the City Code on Takeovers and Mergers (as amended from time to time).

"Acts" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company.

"Aggregate D Share Allocation" means the aggregate of the D Share Allocation for each class of D Shares, calculated in accordance with Article 7.2(c).

"alternate" or "alternate director" has the meaning set out in Article 39 (*Appointment and removal of alternates*).

"appointor" has the meaning set out in Article 39 (*Appointment and removal of alternates*)

"Approved Offer" means an irrevocable offer in writing that is for all the shares in the capital of the Company on terms providing for a distribution of proceeds in accordance with Article 7 2

"Articles" means the Company's articles of association as altered or varied from time to time (and **"Article"** means a provision of the Articles)

"Base D1 Ordinary Shares" means 1,000,000

"Base D Ordinary Shares" has the meaning given in Article 6 4

"B Ordinary Shares" means the B ordinary shares of £0 00001 each in the capital of the Company

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

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

"Board Invitee" means such person (being an Employee Trust or an existing or prospective Employee) as the Board may nominate

"C Ordinary Shares" means the C ordinary shares of £0 00001 each in the capital of the Company

"CA2006" means the Companies Act 2006

"call" has the meaning set out in Article 45 1 (*Call notices*)

"call notice" has the meaning set out in Article 45 1 (*Call notices*)

"call payment date" has the meaning set out in Article 49 (*Failure to comply with call notice automatic consequences*)

"Called Shareholders" has the meaning set out in Article 17 1 (*Drag along*)

"Called Shares" has the meaning set out in Article 17 1 (*Drag along*)

"capitalised sum" has the meaning set out in Article 67 (*Authority to capitalise and appropriation of capitalised sums*)

"Cessation Date" means the date on which a Leaver ceases to be an Employee

"Chairman" means the chairman of the Board appointed pursuant to Article 31 (*Chairing of directors' meetings*)

"chairman of the meeting" has the meaning set out in Article 71 (*Chairing general meetings*)

"Companies Acts" has the meaning set out in Section 2, CA2006

"Company's lien" has the meaning set out in Article 43 1 (*Company's lien*)

"Conflicted Director" has the meaning set out in Article 33 1 (*Authorisation of conflicts of interest*)

"Conflict Situation" has the meaning set out in Article 33 1 (*Authorisation of conflicts of interest*)

"Controlling Interest" means an interest in shares (as defined in Schedule 1 of the CA2006) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue

"D1 Ordinary Shares" means the D1 ordinary shares of £0 00001 each in the capital of the Company

"D1 Specified Value" means £80,000,000 00 plus any Equity Fundraising Proceeds after the date of issue of any D1 Ordinary Shares

"Deferred Shares" means the deferred shares of £0 00001 each in the capital of the Company

"D Ordinary Shares" means the D1 Ordinary Shares or any subsequent class of shares designated as such by the Board

"D Share Allocation" means the allocation for each class of D Shares calculated in accordance with Article 7 2(c)

"D Specified Value" means the D1 Specified Value or any subsequent Specified Value for a given class of D Ordinary Shares

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

"Disposal" means the sale or other disposal (whether by one transaction or a series of related transactions) of the whole or a substantial part of the business and assets of the Company

"Distributable Amount" has the meaning set out in Article 7 2 (*Capital*)

"distribution recipient" has the meaning set out in Article 62 (*Payment of dividends and other distributions*)

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question)

"Employee" means a person who at the date of the adoption of these Articles or subsequently is employed by, or is a consultant to, any Group Company

"Employee Trust" means the trust to be established by the Board to encourage or facilitate the holding of shares in the Company by bona fide employees of any Group Company or by any section of such employees, the trustees of which shall be such persons as the Board shall agree

"Equity Fundraising Proceeds" means the aggregate proceeds receivable by the Company pursuant to a fundraising by the Company by way of subscription for new shares in the capital of the Company net of costs and expenses of that fundraising

"Exit" means a Sale, a Disposal or a Listing

"Exit Notice" has the meaning set out in Article 17 2 (*Drag along*)

"Exit Option" has the meaning set out in Article 17 1 (*Drag along*)

"Family Trust" means a trust under which

- (a) no immediate beneficial interest in the shares held by it or income from such shares is for the time being or may in the future be vested in any person other than
 - (i) the settlor or a Privileged Relation of such settlor, or
 - (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in the shares or the income from them when the trust is created but may become so interested if there are no other beneficiaries from time to time except another charity or charities), and
- (b) no power or control over the voting powers conferred by the shares held by it is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the settlor or a Privileged Relation of such settlor

"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

"Further Issue" has the meaning set out in Article 8 (*Further issues of shares*)

"Good Leaver" means

- (a) a person who ceases to be an Employee where such cessation occurs for one of the following reasons
 - (i) that person's death,
 - (ii) illness or disablement of that person giving rise to a permanent incapacity to continue in employment,
 - (iii) cessation of employment considered by the Board to be by way of retirement,
 - (iv) that person's employment ceasing by way of redundancy, or
- (b) a person who ceases to be an Employee where the Board resolves that such person is to be treated as a "Good Leaver" in circumstances where such person would not, but for this provision, be a Good Leaver

"Group" means the Company and its Subsidiaries (if any) for the time being and **"Group Company"** means any of them

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

"instrument" means a document in hard copy form

"Leaver" means an Employee who ceases to be so for whatever reason (including death or a Subsidiary ceasing to be a member of the Group) and does not continue to be an Employee by reason of his status in relation to any Group Company

"Leaver's Shares" means in relation to a Leaver, all shares in the capital of the Company held by him or his Privileged Relations or their Family Trusts, or any nominees of them, other than shares held by Privileged Relations that the Board declares itself satisfied were not acquired either directly or indirectly from the Leaver or by reason of the Privileged Relation's connection with the Leaver and the decision of the Board in this respect will, in the absence of manifest error, be final and binding

"lien enforcement notice" has the meaning set out in Article 44 (*Enforcement of the Company's lien*)

"Listing" means the becoming effective of a listing of the Company's securities on a Stock Exchange or the granting of permission for the Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began

"Majority Sellers" has the meaning set out in Article 17 1 (*Drag along*)

"Majority Sellers' Shares" has the meaning set out in Article 17 1 (*Drag along*)

"Market Price" means the market value of the shares concerned on the following assumptions and bases

- (a) to have regard to the rights and restrictions attached to the shares in respect of income, capital and transfer,
- (b) to assume that the sale is on an arms' length basis between a willing vendor and a willing purchaser,
- (c) to disregard whether or not the shares represent a minority or majority interest,
- (d) to take no account of whether the shares do or do not carry control of the Company, and
- (e) if the Company is then carrying on business as a going concern, to assume that it will continue to do so in the same manner as immediately prior to the date of the Transfer Notice or deemed Transfer Notice giving rise to the valuation

"Maximum D Ordinary Shares" means, for each class of D Ordinary Shares, the number calculated in accordance with the following formula

$$\text{Maximum D Ordinary Shares}_i = \sum_{j=1}^i \text{Base D Ordinary Shares}_j - \sum_{j=1}^{n-1} \text{D Ordinary Shares}_j$$

Where

- i is the relevant class of D Ordinary Shares,
- n is the total number of classes of D Ordinary Shares
- $\text{D Ordinary Shares}_j$ are the number of D Ordinary Shares in issue within a given class

"Offered Shares" has the meaning set out in Article 14 2 (*Pre-emption procedure*)

"Original Subscription Price" means, in respect of any shares, the original subscription price (including any premium) paid for that share as adjusted for any Reorganisation of the Company's share capital

"paid" means paid or credited as paid

"participate" in relation to a directors' meeting, has the meaning set out in Article 29 (*Participation in directors' meetings*)

"partly paid" in relation to a share, means that part of that share's nominal value or any premium at which it was issued that has not been paid to the Company

"persons entitled" has the meaning set out in Article 67 1 (*Authority to capitalise and appropriation of capitalised sums*)

"Pre-emption Purchasers" has the meaning set out in Article 14 6 (*Pre-emption procedure*) and **"Pre-emption Purchaser"** means any one of them

"Privileged Relation" means in relation to a member, the spouse, civil partner or widow, widower or surviving civil partner of the member and the member's children and grandchildren (including step and adopted children and their issue and step and adopted children of the member's children)

"proxy notice" has the meaning set out in Article 77 (*Content of proxy notices*)

"relevant director" means any director or former director of the Company or any associated company (within the meaning of Section 256, CA2006)

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, secretary or other officer in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any associated company (within the meaning of Section 256, CA2006), any pension fund (including any occupational pension scheme) or any employees' share scheme of the Company or associated company

"relevant rate" has the meaning set out in Article 49 2 (*Failure to comply with call notice automatic consequences*)

"Relevant Securities" means all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares, but excluding

- (a) the grant of options to subscribe for shares under a Share Option Scheme, and the subsequent allotment of those shares,
- (b) shares issued in order for the Company to comply with its obligations under the Articles (other than Article 8 (*Further issues of shares*)),
- (c) any shares to be allotted and issued to an Employee Trust, and
- (d) shares or securities convertible into shares issued in consideration of an acquisition by the Company of any company or business

"Reorganisation" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or sub-division or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any outstanding shares of the Company

"Resolution Date" has the meaning set out in Article 13 1 (*Employee shares - Transfer by Leaver*)

"Sale" means the sale or other disposal (whether by one transaction or a series of related transactions) of 50% or more of the issued share capital of the Company

"Sale Price" has the meaning set out in Article 14 3 (*Pre-emption procedure*)

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"shareholder" means a person who is the holder of a share

"Share Option Scheme" means any share option scheme of the Company for the

incentivisation and/or reward of current and/or prospective Employees of the Company and any Group Company

"shares" means shares in the Company

"Specified Value" means, for each class of D Ordinary Shares, the total equity value of the Company specified by the Board upon issue of the relevant class of D Ordinary Shares

"Stock Exchange" means The London Stock Exchange plc (including the Main Market and the Alternative Investment Market operated by The London Stock Exchange plc), ICAP Securities and Derivatives Exchange Limited (including the ISDX Main Board and ISDX Growth Market operated by ICAP Securities and Derivatives Exchange Limited) or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000)), any recognised overseas investment exchange (as defined by Section 292, Financial Services and Markets Act 2000) or any investment exchange included in the Financial Conduct Authority's list of designated investment exchanges and their respective share dealing markets

"Subsidiary" means a subsidiary (as defined in Section 1159, CA2006) or a subsidiary undertaking (as defined in Section 1162, CA2006) and **"Subsidiaries"** shall be construed accordingly

"Third Party Purchaser" has the meaning set out in Article 17 1 (*Drag along*)

"Transfer Notice" has the meaning set out in Article 14 1 (*Pre-emption procedure*)

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

"Unvested Share" means a B Ordinary Share, a C Ordinary Share or a D Ordinary Share (other than a Vested B Ordinary Share, a Vested C Ordinary Share or a Vested D Ordinary Share)

"Valuation Determination Process" means the determination of the Market Price by reference to any independent valuation report commissioned by the Board from time to time in respect of the Company and as received by the Company closest but prior to the relevant Cessation Date, save where no report has been commissioned by the Company or unless the Board, acting reasonably, considers that the relevant report does not reflect the Market Price of such Leaver's Shares as at the Cessation Date whereby, in each case, the Board shall refer determination of the Market Price to a Valuer

"Valuer" means the auditor of the Company or (if the auditor declines to act for such purpose) an independent accountant nominated by agreement between the Board and the transferor(s) or, failing agreement within 10 working days, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales

"Vested B Ordinary Shares" means any B Ordinary Shares which have been in issue for 36 months or more, or which the Board otherwise determines to be Vested B Ordinary Shares (in its absolute discretion)

"Vested C Ordinary Shares" means any C Ordinary Shares which have been in issue for 12 months or more, or which the Board otherwise determines to be Vested C Ordinary Shares (in its absolute discretion)

"Vested D Ordinary Shares" means any D Ordinary Shares which have been in issue for 36 months or more, or which the Board otherwise determines to be Vested D Ordinary Shares (in its absolute discretion)

"Vested D1 Ordinary Shares" means any D1 Ordinary Shares which have been in issue for 36 months or more, or which the Board otherwise determines to be Vested D1 Ordinary

Shares (in its absolute discretion)

"Vested Equity Shares" means the A Ordinary Shares, the Vested B Ordinary Shares, the Vested C Ordinary Shares and the Vested D Ordinary Shares

"Wholly-owned Group" means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate) with all such terms construed in accordance with the CA2006

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and **"written"** shall be construed accordingly

3 Interpretation

3.1 In these Articles

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender,
- (b) a reference to
 - (i) **"transfer of shares"** or any similar expression shall be deemed to include, in respect of a share in the capital of the Company
 - (A) any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share),
 - (B) the creation of any mortgage, charge, pledge or other encumbrance over any legal or equitable interest in a share,
 - (C) any direction by a person entitled to an allotment or issue of shares that a share be allotted or issued to some other person, and
 - (D) any grant of an option to acquire, or agreement to enter into a grant of an option to acquire, any legal or equitable interest in a share,
 - (ii) **"person"** includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality),
- (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles,
- (d) general words shall not be given a restrictive meaning
 - (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing, or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words, and
- (e) for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), CA2006, shares registered in the name of a person (or its nominee) by way of security or in connection with the taking of security shall be treated as held by the person providing the security and shares held by a person as nominee

for another shall be treated as held by the other

- 3 2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions contained in these Articles shall have the same meaning as in the CA2006 as in force from time to time

4 **Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

5 **Domicile**

The Company's registered office is to be situated in England and Wales

Share capital, rights and transfers

6 **Share capital**

- 6 1 Except as otherwise provided in these Articles, the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares shall rank par passu in all respects but shall constitute separate classes of shares

- 6 2 The term "D Ordinary Shares" describes a number of different classes of shares which shall be designated D1 Ordinary Shares, D2 Ordinary Shares, D3 Ordinary Shares and so on. Each class of D Ordinary Shares shall have the same rights as the other classes, save that the Board shall, upon issue of any D Ordinary Shares, specify

- (a) the designation of the D Ordinary Shares (i.e. D1 Ordinary Shares, D2 Ordinary Shares etc), and
(b) the Specified Value for that class of D Ordinary Shares

For the avoidance of doubt, all shares within a class of D Ordinary Shares shall have the same Specified Value

- 6 3 The number of issued D Ordinary Shares of each class may not exceed the Maximum D Ordinary Shares for that class

- 6 4 The "Base D Ordinary Shares" means for a given class of D Ordinary Shares

If $i = 1$ then Base D Ordinary Shares₁ = 1,000,000

If $i = 2$

$$\text{Base D Ordinary Shares}_2 = \max \left(\log_2 \frac{\text{D2 Specified Value}}{\text{D1 Specified Value}} \times \text{Base D1 Ordinary Shares}, 0 \right)$$

If $i > 2$

Base D Ordinary Shares_i

$$= \max \left(\log_2 \frac{\text{D Specified Value}_i}{\text{D1 Specified Value}} \times \text{Base D1 Ordinary Shares} - \sum_{j=2}^{i-1} \text{Base D Ordinary Shares}_j, 0 \right)$$

Where

- "i" is the relevant class of Base D Ordinary Shares (i.e. in relation to D2 Ordinary Shares, $i = 2$, so that the Base D Ordinary Shares for D2 Ordinary Shares is Base D Ordinary Shares₂, in relation to D3 Ordinary Shares, $i = 3$, so that the Base D Ordinary Shares for D3 Ordinary Shares is Base D Ordinary Shares₃ etc), and
- "D Ordinary Shares" are the number of D Ordinary Shares in issue within a given class

6 5 Whenever the Company has only one class of shares, unless otherwise authorised by these Articles, the directors shall not exercise any power of the Company pursuant to Section 550, CA2006 to allot shares or to grant rights to subscribe for, or convert any security into, any shares in the Company

6 6 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution

6 7 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

6 8 Shares may be issued by the Company which are nil, partly or fully paid

6 9 The Company may pay any person a commission in consideration for that person subscribing, or agreeing to subscribe, for shares or procuring, or agreeing to procure, subscriptions for shares. Any such commission may be paid in cash, or fully paid or partly paid shares or other securities, or partly in one way and partly in the other and in respect of a conditional or an absolute subscription

7 Rights attaching to shares

7 1 *Income*

(a) *A Ordinary Shares*

Any profits which the Company or Board may determine to distribute shall be distributed amongst the holders of the A Ordinary Shares pro rata according to the number of A Ordinary Shares held

(b) *B Ordinary Shares*

Save as set out in these Articles, the B Ordinary Shares shall not have any entitlement to a dividend or any other distribution

(c) *C Ordinary Shares*

Save as set out in these Articles, the C Ordinary Shares shall not have any entitlement to a dividend or any other distribution

(d) *D Ordinary Shares*

Save as set out in these Articles, the D Ordinary Shares shall not have any entitlement to a dividend or any other distribution

(e) *Deferred Shares*

Save as set out in these Articles, the Deferred Shares shall not have any entitlement to a dividend or any other distribution

7.2 Capital

(a) Subject to Article 7.2(b), on a return of assets on liquidation or capital reduction or any other distribution of capital or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company remaining after the payment of its liabilities (the "**Distributable Amount**") shall be distributed as follows

(i) in the event that the Distributable Amount is greater than or equal to the D1 Specified Value in paying

(A) to the holders of the Vested D Ordinary Shares, the Aggregate D Share Allocation (divided between the Vested D Ordinary Shares in accordance with paragraph (c) below), and

(B) to the holders of the A Ordinary Shares, Vested B Ordinary Shares and Vested C Ordinary Shares, the balance of the Distributable Amount after deducting the Aggregate D Share Allocation in accordance with Article 7.2(a)(i)(A), such payment to be apportioned between the holders of the A Ordinary Shares, Vested B Ordinary Shares and Vested C Ordinary Shares pro rata to the number of such shares held relative to the total number of such shares for the time being in issue,

(ii) in the event that the Distributable Amount is less than the D1 Specified Value in paying to the holders of the A Ordinary Shares, Vested B Ordinary Shares and Vested C Ordinary Shares the aggregate Distributable Amount, such payment to be apportioned between the holders of the A Ordinary Shares, Vested B Ordinary Shares and Vested C Ordinary Shares pro rata to the number of such shares held relative to the total number of such shares for the time being in issue

(b) The Deferred Shares shall on a return of assets in a winding up or otherwise entitle the holder only to the repayment of the amounts paid up on such shares after repayment of £10 million per issued A Ordinary Share, B Ordinary Share, C Ordinary Share and D Ordinary Share

(c) The D Share Allocation for each class of D Ordinary Shares shall be calculated using the following formula

$$D \text{ Share Allocation}_i = \sum_{j=1}^n \frac{\text{Vested D Ordinary Shares}_i}{\sum_{j=1}^n \text{Base D Ordinary Shares}_j} \times DV_i$$

Where

- "i" is the relevant class of D Ordinary Shares (i.e., for D1 Ordinary Shares, $i = 1$ so that the D Share Allocation for D1 Ordinary Shares is $D \text{ Share Allocation}_1$, for D2 Ordinary Shares, $i = 2$ so that the D Share Allocation for D2 Ordinary Shares is $D \text{ Share Allocation}_2$, etc),

- "n" is the total number of classes of D Ordinary Shares in issue,

- If $i = n$, then $DV_i = \max(10\% \times (\text{Distributable Amount} - D \text{ Specified Value}_i), 0)$
- If $i < n$, then $DV_i = \max(10\% \times (D \text{ Specified Value}_{i+1} - D \text{ Specified Value}_i), 0)$

A worked example is set out in Appendix 1

For the avoidance of doubt, notwithstanding any other provision of these Articles, the D Ordinary Shares shall in no circumstances be entitled to more than 10 per cent in aggregate of any capital of the Company

7.3 **Exit provisions**

- (a) Subject to Article 12.6, upon a Sale, the members who sell their shares in such Sale will be entitled to share in the proceeds of the Sale in the manner and order of priority set out in Article 7.2 provided that if such Sale is by way of the transfer of less than 100% of the issued share capital of the Company, the proceeds of the Sale shall be deemed to be the actual proceeds of the Sale grossed up to provide a valuation for the entire issued share capital of the Company and, following the application of the provisions of Article 7.2(a) to such deemed proceeds of the Sale, the resulting Aggregate D Share Allocation (if any) shall be applied to the number of Vested D Ordinary Shares being sold as part of such Sale in accordance with Article 7.2(c)
- (b) Upon a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 7.2 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the members shall take any action required by the Board (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in the manner and order of priority set out in Article 7.2
- (c) Immediately prior to a Listing each A Ordinary Share, Vested B Ordinary Share, Vested C Ordinary Share and Vested D Ordinary Share shall automatically (without further authority than is contained in this Article) convert into and be redesignated as an ordinary share of £0.00001 each in the capital of the Company, provided that the Company shall take all necessary steps to ensure that the proportion of ordinary shares held by the holders of such A Ordinary Shares, Vested B Ordinary Shares, Vested C Ordinary Shares and Vested D Ordinary Shares bears to the total issued ordinary share capital immediately after the conversion referred to in this Article 7.3(c) shall be equal to the proportion that the proceeds the holders of such shares would otherwise, under the provisions of these Articles, have been entitled to receive on a Sale would bear to the valuation of the Company at that date (based on the price at which shares are to be issued or admitted to trading at the point of Listing)
- (d) Immediately prior to any Exit, each Unvested Share shall automatically (without further authority than is contained in this Article) convert into and be redesignated as a Deferred Share

7.4 **Voting**

(a) *A Ordinary Shares*

The holders of the A Ordinary Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each A Ordinary Share held by him

(b) *B Ordinary Shares*

The holders of the B Ordinary Shares shall not have the right to receive notice of any general meeting of the Company nor the right to attend, speak or vote at any such general meeting and shall not be entitled to vote on any written resolution of the Company

(c) *C Ordinary Shares*

The holders of the C Ordinary Shares shall not have the right to receive notice of any general meeting of the Company nor the right to attend, speak or vote at any such general meeting and shall not be entitled to vote on any written resolution of the Company

(d) *D Ordinary Shares*

The holders of the D Ordinary Shares shall not have the right to receive notice of any general meeting of the Company nor the right to attend, speak or vote at any such general meeting and shall not be entitled to vote on any written resolution of the Company

(e) *Deferred Shares*

The holders of the Deferred Shares shall not have the right to receive notice of any general meeting of the Company nor the right to attend, speak or vote at any such general meeting and shall not be entitled to vote on any written resolution of the Company

- 7 5 The holders of any Deferred Shares which arise on the sub-division and re-classification or conversion of any shares shall be deemed immediately to confer irrevocable authority on the Company at any time thereafter to appoint any person to execute on behalf of the holders of the Deferred Shares which so arise a transfer of such Deferred Shares (and/or an agreement to transfer the same) to such person as the Company may determine as custodian thereof and/or the Company to purchase the same (in accordance with the provisions of the Acts) in any such case in consideration for not more than one penny per holder of such Deferred Shares (and the Company or such other person as the Company shall appoint shall be entitled to retain and hold such consideration on trust for the holder(s) of such Deferred Shares until payment of the consideration is requested by the holder(s) or the Company elects to pay out such consideration to the holder(s), whichever is the earlier) without obtaining the sanction of the holder(s) of such Deferred Shares and pending such transfer and/or purchase to retain the certificate(s) (to the extent issued) for such Deferred Shares and no such action shall constitute a modification or abrogation of the rights or privileges attaching to the Deferred Shares

8 **Further issues of shares**

8 1 Unless A Consent to the contrary is given

- (a) any Relevant Securities to be granted or allotted by the Company ("**Further Issue**") shall first be offered to the holders of A Ordinary Shares by way of written offer in the same proportion as nearly as possible as the nominal amount of their existing holding of A Ordinary Shares bears to the total nominal amount of the A Ordinary Shares in issue and such offers shall be open for acceptance for not less than 14 days from the latest date of despatch of the written offer to the members, and
- (b) when applying for his allocation, it shall be open to each such holder to specify the number of Relevant Securities in excess of his proportionate entitlement for which he is willing to subscribe

8 2 If the total number of Relevant Securities applied for pursuant to an offer made under Article 8 1 is

- (a) equal to or less than the number of Relevant Securities available, the Relevant Securities shall be allocated in satisfaction of the applications received, or
- (b) more than the number of Relevant Securities available, the Board shall allocate Relevant Securities in accordance with the following formula. This formula shall be applied repeatedly until there are no Relevant Securities remaining to be allocated. Each application of the formula is referred to below as an "iteration"

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

A is the number of Relevant Securities to be allocated to the relevant member in the iteration

B is the number of A Ordinary Shares held by the relevant member

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

D is the number of Relevant Securities or, after the first iteration, the number of Relevant Securities remaining unallocated by previous iterations

If in any iteration, a member would be allocated more than all of the Relevant Securities for which he applied (including allocations from previous iterations) then any excess will not be allocated to that member, who will cease to take part in any further iterations, and the excess Relevant Securities will be available for allocation in the next iteration

- 8.3 The Board shall notify each member who applied for Relevant Securities of the number of Relevant Securities that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the latest date by which applications had to be received) at which the allotment of the Relevant Securities shall be completed
- 8.4 Any Relevant Securities not accepted or subscribed for by the members shall be at the disposal of the directors who may (within a period of 3 months from the end of the last offer period under Article 8.1) allot, grant options over or otherwise dispose of the same to such persons at a price per share and on terms no less favourable than that/those at which the same were offered to the holders of A Ordinary Shares, and otherwise on such terms as they think proper
- 8.5 Pursuant to Section 567, CA2006, sub-section (1) of Section 561, CA2006 and sub-sections (1) to (5) inclusive of Section 562, CA2006 shall be excluded from applying to the Company

9 Dispute

In the event of disagreement as to whether any dividend, shares or Relevant Securities shall be due under the provisions of these Articles to the holders of any class of share capital in the Company, or as to the amount of such dividend or number of such shares or Relevant Securities, any such disagreement shall be referred to the Valuer to determine and whose decision shall be final and binding (save in the case of fraud or manifest error) and the costs of the Valuer shall be borne equally by the parties to the dispute or disagreement

10 Variation of class rights

Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 75% the issued A Ordinary Shares and 75% of the issued shares of that class

11 Permitted transfers

11.1 Transfers

- (a) Subject to Article 16, there are no restrictions on the transfer of A Ordinary Shares
- (b) B Ordinary Shares, C Ordinary Shares and D Ordinary Shares may only be transferred in accordance with Articles 11, 12, 13, 14, 16 or 17

11.2 Transfers to Privileged Relations, Family Trusts and nominees

- (a) Any member being an Employee may at any time transfer the shares in the capital of the Company held by him to a Privileged Relation (who may transfer such shares without restriction to the original member or to another Privileged Relation of the original member but any other transfer by the Privileged Relation shall be subject to the same restrictions as though they were transfers by the original member himself) or the trustees of his Family Trust
- (b) The trustees of a Family Trust may transfer shares held by them in their capacity as trustees
 - (i) on a change of trustees, to the new trustees of that Family Trust,
 - (ii) to a person (other than a charity) who has an immediate beneficial interest under the Family Trust, or
 - (iii) to another Family Trust which has the same member as the settlor
- (c) Shares may be transferred by a member to a person to hold such shares as his bare nominee and the nominee may transfer such shares without restriction to the original member or to another bare nominee of such original member but any other transfers by the nominee shall be subject to the same restrictions as though they were transfers by the original member himself
- (d) Any transfer by an Employee under this Article 11.2 may only be made with prior A Consent

11.3 Transfers by corporate shareholders

A corporate member may at any time transfer shares to another member of its Wholly-owned Group

11.4 Transfers with consent

A transfer of shares may be made to any person with A Consent

11.5 Transfers to and from the Employee Trust

Any member may at any time transfer shares to the trustees of the Employee Trust and the trustees of the Employee Trust may transfer any shares

- (a) upon change of trustees, to the new or remaining trustee or trustees for the time being of the Employee Trust, and
- (b) to any bona fide Employees (other than consultants) on their becoming entitled to the same under the terms of the Employee Trust

12 Mandatory transfers

12.1 Transfer if trust ceases to be a Family Trust

If any trust whose trustees hold shares in the capital of the Company ceases to be a Family Trust or there cease to be any beneficiaries of the Family Trust other than a charity or charities, then the trustees shall without delay notify the Company that such event has occurred and if the trustees have not, within 14 days of receiving a request from the directors to do so, transferred the shares back to the settlor of that Family Trust, they shall be deemed to have served the Company with a Transfer Notice in respect of all such shares on the date on which the trust ceased to be a Family Trust or the date there ceased to be any beneficiaries other than a charity or charities (as appropriate) and such shares may not otherwise be transferred

12 2 *Transfer if shares cease to be held by a Privileged Relation*

If a Privileged Relation holding shares transferred to him under Article 11 2 ceases to be a Privileged Relation of the original member who held them (other than by reason of death), the Privileged Relation then holding the shares shall without delay notify the Company that this event has occurred and shall be deemed to have served the Company with a Transfer Notice in respect of all such shares as at the date on which he ceased to be a Privileged Relation and such shares may not otherwise be transferred

12 3 *Transfer on death or bankruptcy of member*

A person entitled to a share or shares in consequence of the death of a member (save where such member becomes a Leaver) or the bankruptcy of a member

(a) shall be bound at any time, if and when required in writing by the Board so to do, to give a Transfer Notice in respect of such share(s), and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of all such share(s) on the date of the Board's request, and

(b) shall be bound by any notice given to the member in respect of the share(s)

12 4 *Transfer on insolvency of corporate member*

If a corporate member either suffers or resolves for the appointment of a liquidator, administrator or administrative or other receiver over it or any material part of its assets or enters into an arrangement with its creditors, the relevant member shall be deemed to have given a Transfer Notice in respect of all the shares held by it as at the date of such liquidation, administration, administrative or other receivership or arrangement

12 5 *Deemed Transfer Notice*

Save where these Articles expressly provide otherwise, if in any case under the provisions of these Articles

(a) the directors require a Transfer Notice to be given in respect of any shares, or

(b) a person has become bound to give a Transfer Notice in respect of any shares,

and such a Transfer Notice is not duly given within a period of two weeks of demand being made or within the period allowed thereafter respectively a Transfer Notice shall be deemed to have been given at the expiration of the said period

12 6 *Enforcement of Security*

(a) Upon the enforcement (the "**Enforcement**") of Security by any third party (the "**Security Holder**") in respect of the A Ordinary Shares, the holders of all B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and Deferred Shares shall immediately transfer such shares to the party exercising security or any person nominated by them for consideration in cash equal to the nominal value per share

- (b) If any shareholder referred to in paragraph (a) above fails to comply with the Enforcement in accordance with this Article 12.6, he shall be deemed to have irrevocably appointed any person nominated for the purpose by the relevant Security Holder to be his agent and attorney to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to the shares subject to the relevant Security and indemnities for missing share certificate(s) on his behalf and deliver such transfer(s), power(s) and indemnities to the Security Holder (or as he may direct). The directors shall (subject only to stamping of the transfers, if required) immediately register the Security Holder or any person nominated by them as the holder of the relevant shares. After the Security Holder (or his nominee) has been registered as the holder of the relevant shares, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of shares under this Article 12.6 that no share certificate has been produced.

13 Employee shares

13.1 Transfer by Leaver

Unless the Board determines otherwise, if an Employee becomes a Leaver

- (a) the Board may, at any time within the period of 14 months after the Cessation Date, resolve (the date of such Board resolution shall be the "**Resolution Date**") that a Transfer Notice shall be deemed to have been served on the Resolution Date in respect of the Leaver's Shares,
- (b) if such a Board resolution is passed, any existing Transfer Notice relating to the relevant Leaver's Shares or any of them in force at the Resolution Date shall immediately be cancelled (unless the transferee(s) are bound to pay for such shares and the transferor(s) are bound to transfer them in accordance with Article 14.7) and no further Transfer Notice shall be issued or be deemed to be issued in respect of the relevant Leaver's Shares except pursuant to this Article 13.1, and
- (c) if such a Board resolution is passed, no Leaver's Shares shall be transferred pursuant to Article 11 until the Leaver can no longer be bound to transfer them under this Article 13.1 or Article 14.

13.2 Price of Leaver's Shares

Unless as otherwise determined by the Board, the price for the Leaver's Shares shall be as follows

- (a) in respect of any B Ordinary Shares held by the relevant Leaver, if the Cessation Date of that Leaver is
- (i) prior to the date falling 36 months after the date upon which that Leaver subscribed for the relevant B Ordinary Shares and that Leaver is not a Good Leaver, the price for those Leaver's B Ordinary Shares shall be nil,
- (ii) prior to the date falling 36 months after the date upon which that Leaver subscribed for the relevant B Ordinary Shares and that Leaver is a Good Leaver, the price for those Leaver's B Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied,
- (iii) on or after the date falling 36 months after the date upon which that Leaver subscribed for the relevant B Ordinary Shares, the price for those Leaver's B Ordinary Shares shall be the Market Value as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not

reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied,

(b) in respect of any C Ordinary Shares held by the relevant Leaver, if the Cessation Date of that Leaver is

(i) prior to the date falling 12 months after the date upon which that Leaver subscribed for the relevant C Ordinary Shares and that Leaver is not a Good Leaver, the price for those Leaver's C Ordinary Shares shall be the lower of

(A) the Original Subscription Price in respect of such C Ordinary Shares, and

(B) the Market Price as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied,

(ii) prior to the date falling 12 months after the date upon which that Leaver subscribed for the relevant C Ordinary Shares and that Leaver is a Good Leaver, the price for those Leaver's C Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied,

(iii) on or after the date falling 12 months after the date upon which that Leaver subscribed for the relevant C Ordinary Shares, the price for those Leaver's C Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied,

(c) in respect of any D Ordinary Shares held by the relevant Leaver, if the Leaver is a Good Leaver and the Cessation Date of that Leaver is

(i) prior to the date falling 15 months after the date upon which that Leaver subscribed for the relevant D Ordinary Shares, the price for those Leaver's D Ordinary Shares shall be nil,

(ii) on or after the date falling 15 months after, but prior to 36 months after, in each case the date upon which that Leaver subscribed for the relevant D Ordinary Shares, the price paid for X% of that Leaver's Shares shall be the Market Price as at the Cessation Date, as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied, and the price paid for the balance of such Leaver's Shares shall be nil,

where X% shall be a percentage determined in accordance with the following table and by reference to the period of time from the date of subscription for the relevant D Ordinary Shares to the Cessation Date

Period of time from the date of subscription for the relevant D Ordinary Shares to the Cessation Date	X%
Less than 15 months	0%
More than or equal to 15 months but less than 18 months	12.5%

More than or equal to 18 months but less than 21 months	25%
More than or equal to 21 months but less than 24 months	37.5%
More than or equal to 24 months but less than 27 months	50%
More than or equal to 27 months but less than 30 months	62.5%
More than or equal to 30 months but less than 33 months	75%
More than or equal to 33 months but less than 36 months	87.5%

- (iii) on or after the date falling 36 months after the date upon which that Leaver subscribed for the relevant D Ordinary Shares, the price for those Leaver's D Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied,
- (d) in respect of any D Ordinary Shares held by the relevant Leaver, if the Leaver is not a Good Leaver and the Cessation Date of that Leaver is
 - (i) prior to the date falling 36 months after the date upon which that Leaver subscribed for the relevant D Ordinary Shares, the price for those Leaver's D Ordinary Shares shall be nil,
 - (ii) after the date falling 36 months after the date upon which that Leaver subscribed for the relevant D Ordinary Shares, the price for that Leaver's D Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board, save that if agreement is not reached within 14 days of the Resolution Date, the Valuation Determination Process shall be applied

14 Pre-emption procedure

- 14.1 Except as permitted in these Articles, any interest in shares held by a member who is required pursuant to Articles 12 or 13 (as the case may be) to transfer (or enter into an agreement to transfer) any interest in his shares, must be offered to the other members (or the Company (as the case may be)) whether or not of the same class in accordance with this Article 14. The offer shall be in respect of all of the shares held by the relevant transferor and shall be made by the relevant transferor by notice in writing to the Company (a "Transfer Notice")
- 14.2 The Transfer Notice shall specify the number and class of shares offered (the "Offered Shares"). The Transfer Notice shall constitute the directors as the agent of the relevant transferor for the sale of the Offered Shares at the Sale Price. A Transfer Notice may not be varied or revoked other than with the consent of the Board
- 14.3 The Sale Price means
 - (a) in the case of a deemed Transfer Notice in respect of Leaver's Shares, the price determined in accordance with Article 13.2, and
 - (b) in the case of a deemed Transfer Notice (other than in respect of Leaver's Shares), the Market Price as at the date of the deemed Transfer Notice as agreed between the transferor and the Board save that if agreement is not reached within 10 working days of the day on which the Transfer Notice is deemed to be given, either the transferor or the Board may refer determination of the Market Price to a Valuer
- 14.4 As soon as practicable after determination of the Sale Price, any Offered Shares to the extent

they are Leaver's Shares will be offered as follows

- (a) firstly, to the holders of A Ordinary Shares, and
- (b) secondly, to the Company, which may
 - (i) direct that all or some of such shares be transferred to one or more Board Invitees, and/or
 - (ii) accept the offer in respect of some or all of the shares itself provided the purchase is permitted by the Companies Acts

Any Offered Shares declined by the holders of A Ordinary Shares or the Company or not accepted by a Board Invitee within 20 working days of the offer to it being made will immediately be offered to the members as set out below

14 5 As soon as practicable after the determination of the Sale Price, or if Article 14 4 applies, as soon as practicable after the shares are available to be offered to the members, the Board shall give notice to all the members (other than the relevant transferor) of the number and description of the Offered Shares (excluding any which have been taken up by the A Ordinary Shareholders or the Company or a Board Invitee under Article 14 4 (as the case may be)) and the Sale Price. The notice shall invite each of the members to state in writing to the Company within 20 working days of such notice being given whether he is willing to purchase any of the remaining Offered Shares, and if so the maximum number. The directors shall at the same time give a copy of the notice to the relevant transferor

14 6 On the expiration of the 20 working day period the directors shall allocate the remaining Offered Shares to or amongst the members who have accepted the invitation ("Pre-emption Purchasers") and such allocation shall be made so far as practicable as follows

- (a) if and to the extent that the Offered Shares are A Ordinary Shares they shall be allocated in the following order amongst the following persons to the extent they are Pre-emption Purchasers
 - (i) firstly, to the holders of A Ordinary Shares,
 - (ii) secondly, to the extent the Offered Shares have not already been allocated to the holders of A Ordinary Shares, to the Employee Trust, and
 - (iii) thirdly, to such person(s) as the Board may determine,
- (b) if and to the extent that the Offered Shares are B Ordinary Shares, C Ordinary Shares or D Ordinary Shares they shall be allocated in the following order amongst the following persons to the extent they are Pre-emption Purchasers
 - (i) first to the holders of A Ordinary Shares (other than the Employee Trust),
 - (ii) secondly, to the extent the Offered Shares have not already been allocated to the holders of A Ordinary Shares, to the Employee Trust, and
 - (iii) thirdly, to the extent the Offered Shares have not already been allocated to the holders of A Ordinary Shares and/or the Employee Trust, to such person(s) as the Board may determine, and
- (c) each allocation between the holders of any class shall in the case of competition be made pro rata to the nominal amount of shares of that class held by them but shall not exceed the maximum which such holders have expressed a willingness to purchase

14 7 On the allocation being made, the directors shall give details of the allocation in writing to the relevant transferor and each Pre-emption Purchaser and, on the 5th working day after such

details are given, the Pre-emption Purchasers to whom the allocation has been made shall be bound to pay the Sale Price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the relevant transferor shall be bound, on payment of the Sale Price, to transfer the Offered Shares to the respective Pre-emption Purchasers to whom the allocation has been made

- 14 8 If the relevant transferor after becoming bound to transfer any or all of the Offered Shares fails to do so, the Company may receive the Sale Price and the directors may appoint a person (acting as agent for the transferor(s)) to execute instruments of transfer of the Offered Shares in favour of the Pre-emption Purchasers to whom the allocation has been made and shall (subject only to stamping of the transfers, if required) cause the names of those Pre-emption Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the Sale Price on trust for the relevant transferor. The receipt of the Company shall be a good discharge to those Pre-emption Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person
- 14 9 If, following the expiry of the 20 working day period referred to in Article 14 5, any of the Offered Shares have not been allocated under that Article, the relevant transferor may at any time within a period of 3 months after the expiry of the 20 working day period transfer the Offered Shares not allocated to any person and at any price (being not less than the Sale Price) provided that
- (a) the transferee is a person (or nominee for a person) who the Board determine in its absolute discretion is not a competitor with, or associated with a competitor with, the business of any Group Company,
 - (b) the directors may require to be satisfied that those shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the proposed purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to approve or register any transfer of shares in the circumstances described in Article 18), and
 - (c) the transferor has not failed or refused to provide promptly information available to him and reasonably requested by the directors for the purpose of enabling them to form the opinions mentioned above
- 14 10 The Company is authorised to purchase its own shares pursuant to Section 692(1)(b), Companies Act 2006
- 15 Valuation**
- 15 1 Any Valuer is deemed to be appointed jointly by the Company and the relevant transferor but the Board has sole discretion to agree the terms of the Valuer's engagement with the Valuer and such terms as the Board agrees shall be binding on the Company and the relevant transferor provided they are not contradictory or irrational. Any director authorised by the Board shall be entitled to sign such terms on behalf of the Company and the relevant transferor. If the Valuer is the auditor of the Company, its appointment is effective upon it agreeing to act for this purpose. In any other case, the Valuer's appointment is effective upon its terms of engagement being agreed by the Valuer and the Board
- 15 2 Any Valuer appointed under these Articles shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the parties (in the absence of fraud or manifest error)
- 15 3 The Board will give the Valuer access to all accounting records or other relevant documents of the Company subject to it agreeing such confidentiality provisions as the Board may reasonably impose

- 15 4 The Valuer shall be requested to reach its determination within 20 working days of its appointment and to notify the Board of its determination. The Board shall deliver a copy of the determination to the relevant transferor(s) (or their agent) as soon as reasonably practicable after receipt.
- 15 5 The fees, expenses and any other charges of the Valuer in respect of a valuation shall be borne in the manner directed by the Valuer or (in the absence of any direction) by the Company.
- 16 **Tag along**
- 16 1 Except as permitted by Article 11 or required by Articles 12 and 13, no sale or transfer of any interest in any shares may be made or validly registered if, as a result of such sale or transfer and registration, a Controlling Interest in the Company would be obtained by a person or persons Acting in Concert unless such persons are bona fide arms' length purchasers and have made an Approved Offer.
- 16 2 Any transfer of shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these Articles.
- 17 **Drag along**
- 17 1 If the holders of 50% or more of the A Ordinary Shares in issue for the time being (the "**Majority Sellers**") wish to transfer all their interest in A Ordinary Shares (the "**Majority Sellers' Shares**") to a bona fide purchaser or purchasers Acting in Concert (the "**Third Party Purchaser**") who has made an Approved Offer, the Majority Sellers shall have the option (the "**Exit Option**") to require
- (a) all the other members, and
 - (b) any holders of any options or other rights to acquire or convert an interest into shares (which is fully and unconditionally exercisable) to exercise them,
- (together the "**Called Shareholders**") to sell and transfer all their shares, including those allotted pursuant to such exercise or conversion (the "**Called Shares**") to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of Articles 17 2 to 17 8 below.
- 17 2 The Majority Sellers may exercise the Exit Option by giving a written notice to that effect (an "**Exit Notice**") at any time before the transfer of the Majority Sellers' Shares to the Third Party Purchaser. An Exit Notice shall specify that the Called Shareholders are required to transfer all their Called Shares pursuant to this Article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer.
- 17 3 Exit Notices shall be irrevocable but shall lapse if for any reason there is not a sale of the Majority Sellers' Shares by the Majority Sellers to the Third Party Purchaser within 30 working days after the date of service of the Exit Notice. The Majority Sellers shall be entitled to serve further Exit Notices following the lapse of any particular Exit Notice.
- 17 4 Subject to the terms of the Approved Offer, the Called Shares shall be acquired on the same terms and conditions (including time of payment and form of consideration) for which the Majority Sellers shall have agreed to sell.
- 17 5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Majority Sellers' Shares unless
- (a) the relevant Called Shareholder and the Majority Sellers agree otherwise, or
 - (b) that date is less than three working days after the Exit Notice where it shall be deferred.

until the third working day after the Exit Notice

- 17 6 The restrictions in Articles 13 and 14 shall not arise on any transfer of shares to a Third Party Purchaser (or as they may direct) pursuant to a sale in respect of which an Exit Notice has been duly served in accordance with Article 17 2
- 17 7 If any Called Shareholder fails to complete the sale of his Called Shares in accordance with this Article 17, he shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Sellers to be his agent and attorney to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to his Called Shares and indemnities for missing share certificate(s) on his behalf and, against receipt by the Company of the purchase monies or any other consideration payable for the Called Shares (held on trust for the relevant Called Shareholder), to deliver such transfer(s), power(s) and indemnities to the Third Party Purchaser (or as he may direct) The directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or as he may direct) as the holder of the relevant Called Shares After the Third Party Purchaser (or his nominee) has been registered as the holder of the relevant Called Shares, the validity of such proceedings shall not be questioned by any person It shall be no impediment to registration of shares under this Article 17 7 that no share certificate has been produced
- 17 8 Upon any person, following the issue of an Exit Notice which has not lapsed, exercising a pre-existing option to acquire shares, whether or not such person is registered as a member of the Company, an Exit Notice shall be deemed to have been served upon such person on the same terms as the previous Exit Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 17 shall apply mutatis mutandis to such person save that completion of the sale of such shares shall take place immediately upon the Exit Notice being deemed served on such person where completion of the transfer of the Called Shares has already taken place
- 18 **Registration**
- 18 1 The directors shall refuse to register
- (a) a purported transfer of any share not made under or permitted by Articles 11 to 17, and/or
 - (b) subject to Article 12 6, a purported transfer of any share on a Sale where the proceeds of such Sale are not distributed in accordance with Article 7 3(a)
- 18 2 The directors may in their absolute discretion refuse to register a transfer of any share, whether or not it is a fully paid share and whether or not the Company has a lien on such share (save that (in the absence of fraud) the directors shall have no such discretion in respect of and shall register a transfer of shares made under or permitted by Articles 11 to 17)
- 18 3 For the purposes of ensuring that a transfer of shares is duly authorised or that no circumstances have arisen whereby a Transfer Notice is required to be given the directors may and at the Company's expense request any member or past member or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose
- 18 4 Failing such information or evidence being furnished to the reasonable satisfaction of the directors within 10 working days after such request or if such information or evidence discloses that the transfer was made in breach of these Articles (including that a Transfer Notice ought to have been given in respect of any shares)
- (a) the directors shall be entitled to refuse to register the transfer in question,

- (b) the relevant shares shall cease to confer upon the holder of them (or any proxy) any rights
 - (i) to vote on a show of hands or poll at a general meeting of the Company or at any meeting of the class of shares in question or on any written resolution of the Company or the class of shares in, or
 - (ii) to receive dividends or other distributions otherwise attaching to the shares or to receive any further shares issued in respect of those shares, and
 - (c) the directors may by notice in writing require that a Transfer Notice be given forthwith in respect of all the shares concerned
- 18 5 Any transfer of a share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee
- 18 6 No share shall be issued or transferred to any undischarged bankrupt or a person who lacks mental capacity

PART B

Directors and Secretary

Number and appointment of directors

19 Number of directors

The number of directors (other than alternate directors) shall not be less than one

20 Methods of appointing directors

- 20 1 Subject to these Articles, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

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

- 20 2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the Company, to appoint any one person to be a director, provided such person is a natural person in accordance with Section 155, CA2006 and provided such person is willing to be so appointed and is otherwise permitted by law to be a director of the Company

- 20 3 For the purposes of Article 20 2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

21 Termination of director's appointment

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the CA2006 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 having jurisdiction (whether in the United Kingdom or elsewhere) 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, or
- (g) that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated

Directors' powers and responsibilities

22 Directors' general authority

Subject to these 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

23 Shareholders' reserve power

23 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

23 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

24 Directors may delegate

24 1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these Articles

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these Articles)

24 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

24 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

25 Committees

25 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors

- 25 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them
- 25 3 Committees to whom the directors delegate any of their powers may consist of one or more co-opted persons other than directors on whom voting rights may be conferred as members of the committee but so that
- (a) the number of co-opted members of the committee shall be less than one-half of the total number of members of the committee, and
 - (b) no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are directors

Decision-making by directors

26 Directors to take decisions collectively

- 26 1 The general rule about decision-making by directors is that, save as otherwise provided for in these Articles, any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 27 (*Unanimous decisions*)
- 26 2 At any meeting of the directors each director (or his alternate director) present at the meeting shall be entitled to one vote

27 Unanimous decisions

- 27 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means, excluding the means of text messaging, that they share a common view on a matter
- 27 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing
- 27 3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question

28 Calling a directors' meeting

- 28 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
- 28 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
- 28 3 Save as otherwise provided in these Articles, notice of a directors' meeting must be given to each director, but need not be in writing
- 28 4 Except with the prior consent of all members of the Board, at least 5 working days' notice of each directors' meeting shall be given in accordance with these Articles
- 28 5 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.

29 Participation in directors' meetings

29 1 Subject to these 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 these Articles, and
- (b) they can each communicate orally including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication to the others any information or opinions they have on any particular item of the business of the meeting

29 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, provided that all persons participating in the meeting can hear each other

29 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

30 Quorum for directors' meetings

30 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

30 2 The quorum necessary for the transaction of business of the directors is two eligible directors, save that

- (a) where there is a sole director, the quorum is one, and
- (b) where the business to be transacted at the meeting is authorisation of a Conflict Situation pursuant to Section 175(4), CA2006 and Article 33 (*Authorisation of conflicts of interest*), the quorum is one eligible director

30 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors

31 Chairing of directors' meetings

31 1 The directors may appoint a director to chair their meetings

31 2 If the directors appoint a director to chair their meetings, the person so appointed for the time being is known as the Chairman and the directors may terminate his appointment at any time

31 3 If the Chairman is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the Chairman ceases to be a participating director, the participating directors must appoint one of themselves to chair it (or chair such part of it in relation to which the Chairman ceases to be a participating director, as the case may be)

32 Casting vote

32 1 Subject to Article 32 2, if, at a meeting of the directors, the numbers of votes for and against a proposal are equal, the Chairman or other director appointed to chair the meeting pursuant to

these Articles shall not have a casting vote

- 32 2 At a meeting of the directors (or any part thereof), the Chairman or other director appointed to chair the meeting pursuant to these Articles shall not have a casting vote in respect of any proposal where the numbers of votes for and against are equal if, in relation to such proposal, such Chairman or other director appointed to chair the meeting is not an eligible director

33 Authorisation of conflicts of interest

- 33 1 Subject to and in accordance with the CA2006

- (a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**Conflict Situation**"),
- (b) any authorisation given in accordance with this Article 33 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain directors' meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential Company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated, and
- (c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Conflict Situation

- 33 2 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists)

- (a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person,
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such Conflict Situation will or may be discussed, and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, directors' papers (or those of any committee of the directors)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive), CA2006 and the provisions of this Article 33 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles

33 3 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Section 177 or Section 182, CA2006 or otherwise in accordance with these Articles (as the case may be), a director, notwithstanding his office

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or place of profit under the Company (except that of auditor or of auditor of a Subsidiary) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other Article,
- (b) may be a member, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in, any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any Group Company,
- (c) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation, payment or other benefit which he derives from
 - (i) any matter, office, employment or position which relates to a Conflict Situation authorised in accordance with Article 33 1, or
 - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this Article 33 3,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 33 1 or permitted pursuant to paragraphs (a) or (b) of this Article 33 3 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, CA2006

33 4 For the avoidance of doubt, a director may be or become subject to one or more Conflict Situations as a result of any matter referred to in paragraph (b) of Article 33 3 without requiring authorisation under the provisions of Article 33 1 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the Conflict Situation. The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA2006 shall be applied (with any necessary modifications) in respect of any declaration required pursuant to this Article

34 Directors may have interests and vote and count for quorum

34 1 Subject to Section 175(6), CA2006 and save as otherwise provided in these Articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a member on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This Article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177, CA2006, Section 182, CA2006 or otherwise

34 2 Subject to Article 34 3, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed)

- 34 3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

35 Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors. Notwithstanding the provisions of Article 26, where the Company only has one director, the provisions of this Article 35 shall apply to any decision taken by such director, howsoever taken by him

36 Directors' discretion to make further rules

Subject to these 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

36A Transfer of shares and pre-emption on transfer in relation to security held by a secured institution

- 36A 1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares where such transfer

- (a) is to any bank or institution or other person to which such shares have been charged or mortgaged, or to any nominee of such a bank or institution or other person ("Secured Institution"), or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

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

- 36A 2 Notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor of any shares in the Company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not. The Company shall have no lien over shares in it which are charged or mortgaged in favour of a Secured Institution

Remuneration of Directors

37 Directors' remuneration

- 37 1 Directors may undertake any services for the Company that the directors decide

- 37 2 Directors are entitled to such remuneration as the directors determine

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

- 37 3 Subject to these Articles, a director's remuneration may

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

37 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

37 5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Subsidiaries or of any other body corporate in which the Company is interested

38 **Directors' expenses**

The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from)

- (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 business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company

Alternate directors and Secretary

39 **Appointment and removal of alternates**

39 1 Any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, who is willing to act 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
A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor

39 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

39 3 The notice must identify the proposed alternate and, 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

39 4 The appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors

40 **Rights and responsibilities of alternate directors**

40 1 Except as these Articles specify otherwise, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings of directors and all meetings of committees of directors of which his appointor is a

member

40 2 Except as these 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

40 3 A person who is an alternate director but not otherwise a director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- (b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only if that person's appointor does not participate),

provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above

40 4 A director who is also an alternate for one or more directors is entitled, in the absence of the relevant appointor, to a separate vote on behalf of each appointor in addition to his own vote on any decision of the directors (provided the relevant appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present

40 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

41 Termination of alternate directorship

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 ceases to be a director for any reason

42 Secretary

The directors may appoint any person who is willing to act as the secretary of the Company on such terms (including but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case by a decision of the directors

Liens, share certificates and distributions

Liens, calls and forfeiture

43 Company's lien

43 1 The Company has a lien (the "**Company's lien**") over any share which is not fully paid up for all monies payable by him or his estate (and whether payable by him alone or jointly with any other person) to the Company (whether presently payable or not) to pay up such shares

43 2 The Company's lien over a share

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

43 3 The directors may, at any time, decide that a share which is or would otherwise be subject to a lien pursuant to these Articles shall not be subject to it, either wholly or in part

44 Enforcement of the Company's lien

44 1 Subject to the provisions of this Article 44, if a lien enforcement notice has been given in respect of a share and the person to whom the notice was given has failed to comply with it, the Company may sell that share in such manner as the directors decide

44 2 A lien enforcement notice

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the share concerned,
- (c) must require payment of the sum payable within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- (d) must be addressed either to the holder of the share or to any transferee of that holder or any other person otherwise entitled to the share, and
- (e) must state the Company's intention to sell the share if the notice is not complied with

44 3 Where any share is sold pursuant to this Article

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee of the share(s) shall be registered as the holder of the share(s) to which the transfer relates notwithstanding that he may not be able to produce the share certificate(s) and such transferee is not bound to see to the application of the consideration and the transferee's title to the share is not affected by any irregularity in or invalidity of the process leading or relating to the sale

44 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

- (b) second, to the person entitled to the share(s) immediately before the sale took place, but only after the certificate for the share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the directors has been given to the Company for any lost certificate(s) and subject to a lien (equivalent to the Company's lien over the share(s) immediately before the sale took place) for all monies payable by such person or his estate (whether immediately payable or not) in respect of all share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other monies payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice
- 44 5 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary and that a share has been sold to satisfy the Company's lien on a specified date
 - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share(s), and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share(s)
- 45 **Call notices**
- 45 1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a shareholder (or his estate) requiring such shareholder (or his estate) to pay the Company a specified sum of money (a "call") which is payable to the Company in respect of shares which that shareholder (or his estate) holds at the date when the directors decide to send the call notice
- 45 2 A call notice
 - (a) may not require a shareholder (or his estate) to pay a call which exceeds the total sum unpaid on the shares in question (whether as to nominal value or any amount payable to the Company by way of premium),
 - (b) must state when and how any call to which it relates is to be paid, and
 - (c) may permit or require the call to be paid by instalments
- 45 3 A shareholder (or his estate) must comply with the requirements of a call notice but shall not be obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent
- 45 4 Before the Company has received any call due under a call notice, the directors may revoke it wholly or in part or specify a later date and/or time for payment than is specified in the notice, by a further notice in writing to the shareholder (or his estate) in respect of whose shares the call is made
- 46 **Liability to pay calls**
- 46 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid Joint holders of a share are jointly and severally liable to pay all calls in respect of that share
- 46 2 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times
- 47 **Payment in advance of calls**

- 47 1 The directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the monies uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that extent the liability on the shares on which it is made.
- 47 2 The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate not exceeding 15% per annum as the directors may decide until and to the extent that it would, but for the advance, become payable.
- 47 3 The directors may at any time repay the amount so advanced on giving to such shareholder not less than 14 days' notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.
- 47 4 No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.
- 48 **When call notice need not be issued**
- 48 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium)
- (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue
- 48 2 If, however, the due date for payment of such a sum has passed and it has not been paid, the holder of the share(s) concerned (or his estate) is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 49 **Failure to comply with call notice: automatic consequences**
- 49 1 If a person is liable to pay a call and fails to do so by the call payment date (as such is defined below) the directors may issue a notice of intended forfeiture to that person and unless and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate (as such is defined below)
- 49 2 Subject to 49 3, for the purposes of this Article
- (a) the **"call payment date"** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date,
 - (b) the **"relevant rate"** is
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted, or, if none,
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors,
- provided that if no rate is fixed in either of the manners specified in paragraph (b)(i) or (b)(ii) above it shall be 5 per cent per annum

49 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a)

49 4 The directors may waive any obligation to pay interest on a call wholly or in part

50 Notice of intended forfeiture

50 1 A notice of intended forfeiture

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share (or to all the joint holders of that share) or to a transmittee of that holder,
- (c) must require payment of the call and any accrued interest together with all costs and expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires),
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited

51 Directors' power to forfeit shares

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

52 Effect of forfeiture

52 1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company

52 2 Any share which is forfeited in accordance with these Articles

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

52 3 If a person's shares have been forfeited

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
- (b) that person ceases to be a shareholder in respect of those shares,
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
- (d) that person remains liable to the Company for all sums payable by that person under

these Articles at the date of forfeiture in respect of those shares, including any interest, costs and expenses (whether accrued before or after the date of forfeiture), and

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

52 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest, costs and expenses due in respect of it and on such other terms as they think fit

53 Procedure following forfeiture

53 1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

53 2 A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share

53 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

53 4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

- (a) was, or would have become, payable, and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share,

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

54 Surrender of shares

54 1 A shareholder may surrender any share

- (a) in respect of which the directors may issue a notice of intended forfeiture,
- (b) which the directors may forfeit, or
- (c) which has been forfeited

54 2 The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

55 Company not bound by less than absolute interests

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

56 Share certificates

56 1 Save where otherwise agreed or set out in the terms of subscription, the Company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds and, save as provided otherwise in these Articles, such certificates must be issued free of charge

56 2 Every certificate must specify

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

56 3 No certificate may be issued in respect of shares of more than one class

56 4 If more than one person holds a share, only one certificate may be issued in respect of it

56 5 Certificates must

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

57 Replacement share certificates

57 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

57 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

58 Instruments of transfer

58 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and unless the share is fully paid, by and on behalf of the transferee

58 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

58 3 The Company may retain any instrument of transfer which is registered

58 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

58 5 Any instrument of transfer which the directors refuse to register must (unless they suspect that the proposed transfer may be fraudulent) be returned to the transferee

59 Fractional entitlements

59 1 Whenever, as a result of a consolidation or division of shares, any shareholders are entitled to fractions of shares, the directors may

(a) sell the shares representing the fractions to any person (including (provided permitted by law) the Company) for the best price reasonably obtainable,

(b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

(c) distribute the net proceeds of sale in due proportion among those shareholders

59 2 Whenever any shareholder's entitlement to a portion of sale amounts to less than a minimum figure determined by the directors, that shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland

59 3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions and nor shall such transferee's title to the shares be affected by any irregularity in or invalidity of the process leading to their sale

Dividends and Other Distributions

60 Procedure for declaring dividends

60 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

60 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

60 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights

60 4 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

60 5 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

60 6 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

60 7 This Article 60 is subject to the provisions of Article 7

61 Calculation of dividends

61 1 Except as otherwise provided by these Articles and by the rights attached to shares, all dividends must be

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
 - (b) apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- 61 2 If any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly
- 61 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of a call or otherwise paid up in advance of its due payment date
- 62 **Payment of dividends and other distributions**
- 62 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- 62 2 If
 - (a) a share is subject to the Company's lien, and
 - (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that share
- 62 3 The Company must notify the distribution recipient in writing of
 - (a) the fact and amount of any such deduction,
 - (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
 - (c) how the money deducted has been applied
- 62 4 In these 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

63 No interest on distributions

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

- (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

64 Unclaimed distributions

64 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

64 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

64 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

65 Non-cash distributions

65 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)

65 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

66 Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in

respect of a share by giving the Company notice in writing to that effect, but if

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

67 Authority to capitalise and appropriation of capitalised sums

67 1 Subject to these 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

67 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

67 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. A capitalised sum which was appropriated from profits available for distribution may be applied

- (a) in or towards paying up any amounts unpaid on existing shares held by the person(s) entitled, or
- (b) 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

67 4 Subject to these Articles, the directors may

- (a) apply capitalised sums in accordance with Article 67 3(a) and Article 67 3(b) 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

Decision-making by Shareholders

68 Notice of general meetings

68 1 A general meeting of the Company (other than an adjourned meeting) shall be called by notice

of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote being a majority together holding not less than ninety percent in nominal value of the shares giving that right

68 2 Every notice convening a general meeting shall specify

- (a) the place, the date and the time of the meeting,
- (b) the general nature of the business to be dealt with at the meeting,
- (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution, and
- (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy

68 3 The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the directors and to the auditors and if more than one for the time being, to each of them

68 4 Subject to the provisions of these Articles, notice of a general meeting of the Company may be given

- (a) in hard copy form,
- (b) in electronic form, or
- (c) by means of a website,

or partly by one such means and partly by another and the provisions of Article 82 (*Company communications*) shall apply accordingly

68 5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given

69 Attendance and speaking at general meetings

69 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

69 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

69 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

69 4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other

69 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

70 Quorum for general meetings

70 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business (and nothing in these Articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting)

70 2 Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum. Subject to the provisions of Section 318(2), CA2006, whenever the Company has two or more members, two persons entitled to vote upon the business to be transacted each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy (at least one of whom must be a holder of A Ordinary Shares or a proxy or a duly authorised representative of such a holder), shall be a quorum

71 Chairing general meetings

71 1 If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

71 2 If the directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

(a) the directors present, or

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

must appoint a director or shareholder (which may not include any proxy appointed by a shareholder) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

71 3 The person chairing a meeting in accordance with this Article is referred to as "**the chairman of the meeting**"

72 Attendance and speaking by directors and non-shareholders

72 1 Directors may attend and speak at general meetings, whether or not they are shareholders.

72 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

73 Adjournment

- 73 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, the chairman of the meeting must adjourn it
- 73 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
- 73 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 73 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
- 73 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
- 73 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. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved

74 Voting: general

- 74 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles
- 74 2 No shareholder shall, unless the directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting, at any adjournment of it or on any poll called at or in relation to it in respect of any share held by him or to exercise any right as a shareholder unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company

75 Errors and disputes

- 75 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
- 75 2 Any such objection must be referred to the chairman of the meeting, whose decision is final and conclusive

76 Demanding a poll and procedure on a poll

76 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

76 2 A poll may be demanded by

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution,
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution, or
- (e) by a person or persons holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the shares conferring that right

76 3 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal,

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

76 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

77 Content of proxy notices

77 1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate

77 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

77 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

77 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

78 Delivery of proxy notices

78 1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form

- (a) to the registered office of the Company, or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting, or
- (c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

78 2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the directors at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article and such proxy shall thereupon be valid notwithstanding such default

78 3 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

78 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

79 Revocation of proxy notices

79 1 The validity of

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy, or
- (b) anything done by a proxy acting as duly appointed chairman of a meeting, or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been

- (a) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles, and
- (b) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of

appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

80 Votes of proxies

- 80 1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.
- 80 2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.

81 Amendments to resolutions

- 81 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.
- 81 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.
- 81 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 of the meeting's error does not invalidate the vote on that resolution.

Administrative Arrangements

82 Company communications

- 82 1 Subject to the provisions of the Acts (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.
- 82 2 Subject to these 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 in writing to be sent or supplied with such notices or

documents for the time being

- 82 3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, *mutatis mutandis*, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website
- 82 4 The Company may send or supply any document or information to a member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned
- 82 5 A shareholder whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such shareholder shall be entitled to receive any document or information from the Company
- 82 6 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders
- 82 7 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 82 7 shall apply
- 82 8 If on 3 consecutive occasions documents or information have been sent or supplied to any shareholder at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means
- 82 9 Any shareholder present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called
- 82 10 Save as provided otherwise in these Articles, any document or information, addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a shareholder, in the United Kingdom) or electronic address, as the case may be shall
- (a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left,

- (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted,
- (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a m and 5 p m on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a m on the next following working day, and
- (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

82 11 In calculating a period of hours for the purpose of Article 82 10, no account shall be taken of any part of a day that is not a working day

82 12 A director may agree with the Company that 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 those set out in Article 82 10

82 13 Subject to Article 82 9, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time)

82 14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 82 9 to Article 82 13 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure

83 Company seals

83 1 Any common seal may only be used by the authority of the directors or a committee of the directors

83 2 The directors may decide by what means and in what form any common seal is to be used

83 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

83 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

84 No right to inspect accounts and other records

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

85 Provision for employees on cessation of business

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

86 Indemnity and funds

86 1 Subject to Article 86 2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled

(a) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or an associated Company may be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that director, secretary or other officer

(i) in the actual or purported exercise of his powers in relation to the affairs of the Company or associated Company, and

(ii) in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme, and

(b) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding Company may be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Section 205 and/or Section 206, CA2006 (or enable him to avoid incurring any such expenditure)

86 2 This Article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

87 Insurance

Subject to the provisions of the CA2006, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or associated Company in respect of all or any part of any relevant loss

Appendix 1

A worked example of the D Ordinary Shares is set out below

There are 1,000,000 Base D1 Ordinary Shares and the D1 Specified Value is £80,000,000 The scenario is set out below

D2 Specified Value is £90,000,000

D3 Specified Value is £100,000,000

There are 900,000 Vested D1 Ordinary Shares, 120,000 Vested D2 Ordinary Shares and 170,000

Vested D3 Ordinary Shares

The Distributable Amount is £110,000,000

Base D Ordinary Shares

$$\text{Base D Ordinary Shares}_2 = \max \left(\log_2 \frac{90,000,000}{80,000,000} \times 1,000,000, 0 \right) = 169,925$$

$$\text{Base D Ordinary Shares}_3 = \max \left(\log_2 \frac{100,000,000}{80,000,000} \times 1,000,000, 0 \right) - 169,925 = 152,003$$

Maximum D Ordinary Shares

$$\text{Maximum D2 Ordinary Shares} = (1,000,000 + 169,925) - 900,000 = 269,925$$

$$\text{Maximum D3 Ordinary Shares} = (1,000,000 + 169,925 + 152,003) - (900,000 + 120,000) = 301,928$$

D Share Allocation

D1 Share Allocation

$$\begin{aligned} &= \frac{900,000}{(1,000,000)} \times 0.1 \times (90,000,000 - 80,000,000) \\ &+ \frac{900,000}{(1,000,000 + 169,925)} \times 0.1 \times (100,000,000 - 90,000,000) \\ &+ \frac{900,000}{(1,000,000 + 169,925 + 152,003)} \times 0.1 \times (110,000,000 - 100,000,000) = 2,350,104 \end{aligned}$$

$$\text{D2 Share Allocation} = \frac{120,000}{(1,000,000 + 169,925)} \times 0.1 \times (100,000,000 - 90,000,000)$$

$$+ \frac{120,000}{(1,000,000 + 169,925 + 152,003)} \times 0.1 \times (110,000,000 - 100,000,000) = 193,347$$

$$\text{D3 Share Allocation} = \frac{170,000}{(1,000,000 + 169,925 + 152,003)} \times 0.1 \times (110,000,000 - 100,000,000) = 128,600$$