

Company No 09131749

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

APPLIED NUTRITION LIMITED

Incorporated 15 July 2014

(Adopted by special resolution on

~~2021/2~~)

29 April 2022



Pinsent Masons



CONTENTS

	Page
1 EXCLUSION OF MODEL ARTICLES	1
2 INTERPRETATION	1
PART A 7	
3 LIMITATION OF LIABILITY OF SHAREHOLDER	7
4 SHARE RIGHTS	7
5 SHARE TRANSFERS - GENERAL PROVISIONS	12
6 SHARE TRANSFERS - PRE-EMPTION PROVISIONS	13
7 SHARE TRANSFERS - FURTHER PROVISIONS	17
8 TRANSFER OF A CONTROLLING INTEREST	22
9 ISSUES OF SHARES	27
10 PURCHASE OF OWN SHARES	27
11 SUBSIDIARIES	27
PART B 27	
12 DIRECTORS' GENERAL AUTHORITY	27
13 SHAREHOLDERS' RESERVE POWER	27
14 DIRECTORS MAY DELEGATE	27
15 COMMITTEES	28
16 PROCEEDINGS OF DIRECTORS	28
17 UNANIMOUS DECISIONS	28
18 CALLING A DIRECTORS' MEETING	29
19 PARTICIPATION IN DIRECTORS' MEETINGS	29
20 QUORUM FOR DIRECTORS' MEETINGS	29
21 CHAIRING OF DIRECTORS' MEETINGS	30
22 CHAIRMAN'S CASTING VOTE	30
23 CONFLICTS OF INTEREST	30
24 RECORDS OF DECISIONS TO BE KEPT	32
25 DIRECTORS' DISCRETION TO MAKE FURTHER RULES	32
26 NUMBER AND METHODS OF APPOINTING AND REMOVING DIRECTORS	33

27	TERMINATION OF DIRECTOR'S APPOINTMENT	33
28	DIRECTORS' REMUNERATION	33
29	DIRECTORS' EXPENSES	34
30	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	34
31	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	34
32	TERMINATION OF ALTERNATE DIRECTORSHIP	35
33	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	35
34	PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES	35
35	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	36
36	FRACTIONAL ENTITLEMENTS	36
37	COMPANY'S LIEN OVER PARTLY PAID SHARES	36
38	ENFORCEMENT OF THE COMPANY'S LIEN	37
39	CALL NOTICES	38
40	LIABILITY TO PAY CALLS	38
41	WHEN CALL NOTICE NEED NOT BE ISSUED	38
43	NOTICE OF INTENDED FORFEITURE	39
44	DIRECTOR'S POWER TO FORFEIT SHARES	39
45	EFFECT OF FORFEITURE	40
46	PROCEDURE FOLLOWING FORFEITURE	40
47	SURRENDER OF SHARES	41
48	SHARE CERTIFICATES	41
49	REPLACEMENT SHARE CERTIFICATES	41
50	SHARE TRANSFERS	42
51	TRANSMISSION OF SHARES	43
52	EXERCISE OF TRANSMITTEES' RIGHTS	43
53	TRANSMITTEES BOUND BY PRIOR NOTICES	43
54	PROCEDURE FOR DECLARING DIVIDENDS	43
55	CALCULATION OF DIVIDENDS	44
56	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	44
57	NO INTEREST ON DISTRIBUTIONS	44

58	UNCLAIMED DISTRIBUTIONS	44
59	NON-CASH DISTRIBUTIONS	45
60	WAIVER OF DISTRIBUTIONS	45
61	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	45
62	NOTICE OF GENERAL MEETINGS	46
63	ANNUAL GENERAL MEETINGS	46
64	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	46
65	QUORUM FOR GENERAL MEETINGS	47
66	CHAIRING GENERAL MEETINGS	47
67	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	47
68	ADJOURNMENT	47
71	ERRORS AND DISPUTES	48
72	POLL VOTES	48
73	CONTENT OF PROXY NOTICES	49
74	DELIVERY OF PROXY NOTICES	50
75	AMENDMENTS TO RESOLUTIONS	50
76	NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY	51
77	CLASS MEETINGS	51
78	MEANS OF COMMUNICATION TO BE USED	51
79	WHEN INFORMATION DEEMED TO HAVE BEEN RECEIVED	52
80	COMPANY SEALS	52
81	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	52
82	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	52
83	INDEMNITY AND INSURANCE	53

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

APPLIED NUTRITION LIMITED (the "Company")

Incorporated 15 July 2014
(Adopted by special resolution on 2022)

29 April 2022

1. EXCLUSION OF MODEL ARTICLES

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

2. INTERPRETATION

2.1 In these Articles, the following words and expressions shall have the following meanings:-

"Accepting Shareholders"	has the meaning given in Article 8.2.5
"Act"	means the Companies Act 2006
"Adoption Date"	means 29 April 2022
"Alternate Director"	or "Alternate" has the meaning given in Article 30.1
"A Ordinary Shares"	means the A1 Ordinary Shares and A2 Ordinary Shares and reference to an "A Ordinary Share" means any of them
"A1 Ordinary Shares"	means the A1 Ordinary Shares of £0.01 each in the capital of the Company having rights as set out in these Articles
"A2 Ordinary Shares"	means the A2 Ordinary Shares of £0.01 each in the capital of the Company having rights as set out in these Articles
"A Shareholder Approval"	has the meaning given in the Shareholders Agreement
"A Shareholder Majority"	has the meaning given in the Shareholders Agreement
"Appointor"	has the meaning given in Article 30.1
"Approved Transferees"	has the meaning given in Article 6.15

"Articles"	means these articles of association as amended from time to time (and reference to an "Article" shall be construed accordingly)
"Associate"	means: <ul style="list-style-type: none"> (a) the husband, wife, common law spouse, civil partner, mother, father, grandmother, grandfather, brother, sister, child (including adopted or step child) or other lineal descendant of the relevant person; (b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary; (c) any nominee or bare trustee for the relevant person or any other Associate of the relevant person; (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company; (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 Corporation Tax Act 2010; and (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Takeovers and Mergers as for the relevant time being current)
"Auditors"	means the auditors of the Company from time to time
"Bad Leaver"	means a person who:- <ul style="list-style-type: none"> (a) ceases to be employed by a Group Company as a result of his voluntary resignation before the fifth anniversary of the Original Adoption Date; (b) is found guilty or convicted of fraud; (c) is disqualified as a director; (d) commits a criminal offence for which a custodial sentence is a possible punishment; (e) was or is in breach of Clause 19.2 (Shareholder Undertakings) of the Shareholders Agreement
"Bad Leaver Price"	means the price per Share which is 50% of the Market Value, as agreed or determined pursuant to Articles 6.6, 6.7 and 6.8
"Bankruptcy"	means bankruptcy including individual insolvency proceedings in any jurisdiction which have an effect similar to that of bankruptcy in England and Wales

"B Bad Leaver"	has the meaning given by Article 7.1.2
"B Director"	means a person appointed as a director of the Company pursuant to Article 4.5.5 or Article 4.5.6
"B Ordinary Shares"	means the B Ordinary Shares of £0.01 each in the capital of the Company having rights as set out in these Articles
"B Shareholder Approval"	has the meaning given in the Shareholders Agreement
"B Shareholder Group"	means any holder of B Ordinary Shares which is a company and any holding company or subsidiary of that Shareholder or any other subsidiary of such Shareholder's holding company
"B Shareholder Majority"	means the holders of not less than one half of the total number of B Ordinary Shares for the relevant time being in issue
"Board"	has the meaning given in the Shareholders Agreement
"Call"	for the purposes of Articles 39 to 45 only, has the meaning given in Article 39.1
"Call Notice"	has the meaning given in Article 39
"C Bad Leaver"	a person holding C Ordinary Shares and no other class of Share who is a Leaver, other than a C Good Leaver
"C Bad Leaver Price"	the aggregate nominal value of the C Ordinary Shares which are the subject of the Mandatory Transfer Notice (and, to avoid doubt, excluding any share premium)
"Cessation Date"	has the meaning given in Article 7.3.1
"C Good Leaver"	<p>a person holding C Ordinary Shares and no other class of Share who is a Leaver by reason of:</p> <ul style="list-style-type: none"> (a) his death; or (b) his illness or disablement causing permanent incapacity (other than as a result of alcohol, drug or substance abuse); or (c) notice given by his employer at any time following the third anniversary of the Adoption Date otherwise than in circumstances allowing for summary termination of employment (and such circumstances shall not include illness or disablement causing permanent incapacity (other than as a result of alcohol, drug or substance abuse)); or (d) any other matter where the Board resolves in its absolute discretion to classify such person as a C Good Leaver
"Company's Lien"	has the meaning given in Article 37.1

"Controlling Interest"	a holding of Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 50% or more of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings
"C Ordinary Shares"	means the C Ordinary Shares of £0.01 each in the capital of the Company having rights as set out in these Articles
"Directors"	the directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors (and "Director" shall mean any one of such persons).
"Disenfranchisement Notice"	has the meaning given in Article 7.10.2
"Distribution Recipient"	has the meaning given in Article 56.1
"Drag Completion Date"	the date of completion of the sale and purchase of the Dragged Shares
"Eligible Director"	has the meaning given in Article 17.4
"Encumbrance"	means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above
"Equity Shares"	means Founder Shares and C Ordinary Shares
"Excess Surplus"	has the meaning given by Article 4.2.1
"Exit"	shall have the meaning given in the Shareholders Agreement
"Founder Shares"	means A Ordinary Shares and B Ordinary Shares
"fully paid"	in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company
"Good Leaver"	means a Leaver who is not a Bad Leaver or a C Good Leaver or a C Bad Leaver
"Group"	means the Company and any other company which is for the time being a subsidiary undertaking of the Company (and "Group Company" shall be construed accordingly)
"holder"	means in relation to Shares, the person whose name is entered in the register of members as the holder of the Shares
"holding company"	a holding company within the meaning of section 1159 of the Act but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it
"Hurdle"	£72,000,000 (seventy-two million pounds)

"Independent Accountant"	<p>an independent firm of accountants:</p> <p>(e) being one of Deloitte LLP, KPMG LLP, a member firm of Ernst & Young Global Limited EY and a member firm of PricewaterhouseCoopers International Limited or their successors;</p> <p>(f) other than the Auditors;</p> <p>agreed between the Transferor and the Directors or, failing agreement within 5 business days, nominated by the president for the time being of the Institute of Chartered Accountants in England and Wales on the application of the Transferor and/or any Director</p>
"Insolvency Event"	means, in relation to a body corporate, that such body corporate has a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or undertaking, or has gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), compounded with its creditors generally or has been otherwise unable to meet its debts as they fall due
"Leaver"	has the meaning given in Article 7.3
"Leaver Shares"	has the meaning given in Article 7.4
"Listing"	means the admission of all or any of the ordinary share capital of the Company to a Recognised Investment Exchange
"Mandatory Transfer Notice"	has the meaning given in Article 6.4
"Market Value"	means the value agreed or determined in accordance with Article 6.8
"Original Adoption Date"	7 May 2021
"Permitted Transfer"	means a transfer or disposal permitted by Article 5.4 (and "Permitted Transferee" and "Permitted Transferees" shall be construed accordingly
"Prescribed Period"	means the period referred to in Article 6.5.2 and Article 6.6
"Proposed Transferee"	has the meaning given in Article 6.5.1
"Proxy Notice"	has the meaning given in Article 73.1
"Proxy Notification Address"	has the meaning given in Article 74.1
"Qualifying Sale"	means a sale (whether through a single transaction or a series of related transactions) of a Controlling Interest (including upon a proposed Listing)

"Recognised Investment Exchange"	means the Official List of the Financial Conduct Authority or the admission of the same to trading on the AIM Market of the London Stock Exchange plc or the admission of the same to, or the grant of permission by any like authority for the same to be traded on, any other equivalent or similar share market
"Relevant Officer"	means any person who is or was at any time a director, secretary or other officer (except an auditor) of the Company or of any of its group undertakings
"SG"	means Steven Granite, one of the Shareholders
"Sale"	has the meaning given in the Shareholders Agreement
"Sale Price"	means as referred to in Articles 6.5.2, 6.6, 7.1.1, 7.1.2, 7.1.3, 7.3.3 and 7.13
"Sale Shares"	has the meaning given in Article 6.3
"Share"	means any share in the capital of the Company from time to time (and "Shares" shall be construed accordingly)
"Shareholder"	means a person who is the holder of a Share
"Shareholders Agreement"	means an agreement of even date with the Original Adoption Date between (1) the Company (2) TR (3) SG and (4) JD Sports Fashion PLC (as amended, restated and/or supplemented from time to time)
"subsidiary"	a subsidiary within the meaning of section 1159 Act but in addition as if that section provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate
"subsidiary undertaking"	a subsidiary undertaking within the meaning of section 1162 Act but in addition as if that section provided that its members are deemed to include any other undertaking whose rights in relation to it are held by way of security by another person but are treated for the purposes of that section as held by that other undertaking
"Surplus"	has the meaning given by Article 4.2.1
"TR"	means Thomas Ryder, one of the Shareholders
"Total Transfer Condition"	has the meaning given in Article 6.4
"Transfer Notice"	has the meaning given in Article 6.2
"Transferor"	has the meaning given in Article 6.2
"Transmittee"	means a person entitled to a share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law

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

- 2.3 References in these Articles to "**writing**" means representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 2.4 References in these Articles to a document includes, unless otherwise specified, any document sent or supplied in electronic form.
- 2.5 Unless the context otherwise requires:-
- 2.5.1 words in the singular include the plural and vice versa;
- 2.5.2 words in one gender include the other genders; and
- 2.5.3 words importing natural persons include corporations.
- 2.6 Words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles including the following words which are defined in the following sections of the Act:-

Word(s)/expression	Section Number in Act
electronic form	section 1168
equity share capital	section 548
eligible member	section 289
hard copy form	section 1168
ordinary resolution	section 282
special resolution	section 283
working day	section 1173

- 2.7 A reference to an Article by number is to the relevant article of these Articles.
- 2.8 Headings used in these Articles do not affect their construction or interpretation.
- 2.9 References to a statute or statutory provision is a reference to it as it is in force as at the Adoption Date.
- 2.10 In the event of a conflict between Part A and Part B of these Articles, Part A shall prevail.

PART A

3. LIMITATION OF LIABILITY OF SHAREHOLDER

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

4. SHARE RIGHTS

Except as expressly provided otherwise in these Articles the A Ordinary Shares and B Ordinary Shares and C Ordinary Shares shall rank pari passu in all respects. The rights attaching to the respective classes of Shares and/or respective Shareholders (as the case may be) shall be as follows:-

4.1 Income

As regards income, save with A Shareholder Approval and B Shareholder Approval any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Founder Shares (pari passu as if the same constituted one class of share). The C Ordinary Shares shall not confer nor carry the right to receive dividends or distributions of an income nature.

4.2 Capital

As regards capital:-

- 4.2.1 On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities ("**Surplus**") as set out in column (1) of the table below shall belong to and be distributed amongst the holders of those Shares set out opposite such amount in column (2) of the table below:

Amount (1)	Entitlement (2)
Amount of Surplus up to and including the Hurdle	Between the Founder Shares only (pari passu between the A Ordinary Shares and B Ordinary Shares as if the same constituted one class of share). To avoid doubt the C Ordinary Shares do not participate or have any entitlement
Amount of Surplus in excess of the Hurdle (" Excess Surplus ")	As to the C Ordinary Shares, an amount "X" calculated as: <i>(Y divided by Z1) multiplied by the Excess Surplus</i> where Y is the number of C Ordinary Shares in issue and Z1 is the total number of Equity Shares in issue As to the A1 Ordinary Shares, an amount calculated as: <i>((Y divided by Z2) multiplied by the Excess Surplus) minus X</i> where Y is the number of A1 Ordinary Shares in issue and Z2 is the total number of Founder Shares in issue As to the A2 Ordinary Shares: <i>(Y divided by Z2) multiplied by the Excess Surplus</i> where Y is the number of A2 Ordinary Shares in issue and Z2 is the total number of Founder Shares in issue As to the B Ordinary Shares:

	<p><i>(Y divided by Z2) multiplied by the Excess Surplus</i></p> <p>where Y is the number of B Ordinary Shares in issue and Z2 is the total number of Founder Shares in issue</p>
--	---

4.2.2 Any return on a particular class of Shares will be made amongst their holders pro rata as nearly as possible to their respective holdings of Shares of that class.

4.2.3 In the event of an Exit the proceeds of such Exit shall be distributed between the selling Shareholders in the manner set out in Article 4.2.1 as if the same constituted a liquidation of the Company.

4.3 Voting

As regards voting:-

4.3.1 Subject to Articles 4.5, 7.4 and 7.10.2, the Founder Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on written resolutions and on a poll or written resolution to exercise one vote per Share.

4.3.2 The C Ordinary Shares shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.

4.4 Class Rights

As regards class rights the special rights attaching to any class of Shares may be varied or abrogated only if either:-

4.4.1 the holders of an aggregate of three-quarters in number of such class of Shares in issue consent in writing to the variation or abrogation; or

4.4.2 resolutions are passed at a separate general meeting of the holders of such class of Shares pursuant to which the holders of an aggregate of three-quarters in number of such class of Shares in issue sanction the variation or abrogation.

4.5 Appointment of Directors

As regards appointment of Directors:-

4.5.1 If and for so long as he is a Shareholder and is not a Bad Leaver, TR shall be entitled to be a director of the Company and on any resolution proposed in general meeting to remove TR as a director of the Company the Founder Shares held by TR and his Associates shall carry at least one vote in excess of 75% of the votes capable of being cast on such resolution whether such resolution is proposed at a general meeting (on a show of hands or on a poll) or by written resolution provided that the foregoing provisions of this Article 4.5.1 shall not apply to any resolution to:

- (a) remove TR holding office pursuant to this Article 4.5.1 after he ceases to hold Shares and/or ceases to be (and is not continuing as) an employee of the Group and is a Bad Leaver; or

- (b) to remove or amend this Article 4.5.1 after TR has ceased to hold Shares and/or has ceased to be (and is not continuing as) an employee of the Group and is a Bad Leaver.

4.5.2 If and for so long as he is a Shareholder and is not a Bad Leaver, SG shall be entitled to be a director of the Company and on any resolution proposed in general meeting to remove SG as a director of the Company the Founder Shares held by SG and his Associates shall carry at least one vote in excess of 75% of the votes capable of being cast on such resolution whether such resolution is proposed at a general meeting (on a show of hands or on a poll) or by written resolution provided that the foregoing provisions of this Article 4.5.2 shall not apply to any resolution to:

- (a) remove SG holding office pursuant to this Article 4.5.2 after he ceases to hold Shares and/or ceases to be (and is not continuing as) an employee of the Group and is a Bad Leaver; or
- (b) to remove or amend this Article 4.5.2 after SG has ceased to hold Shares and/or has ceased to be (and is not continuing as) an employee of the Group and is a Bad Leaver.

4.5.3 If and for so long as the shares held by TR and/or SG and/or their Associates represent at least 50% of the Founder Shares, the holder(s) of a majority of such shares shall be entitled from time to time to appoint any person (other than (i) any holder of A Ordinary Shares and/or (ii) an Associate of any holder of A Ordinary Shares and/or (iii) any person who is engaged, concerned or interested in any business, trade or occupation (whether as adviser, director, employee, consultant, manager or otherwise) which is of a similar nature to or competitive with that carried on by any member of the Group and/or any member of the B Shareholder Group and/or (iv) an Associate of any person who is engaged, concerned or interested in any business, trade or occupation (whether as adviser, director, employee, consultant, manager or otherwise) which is of a similar nature to or competitive with that carried on by any member of the Group and/or any member of the B Shareholder Group):

- (a) as a director of the Company (the "**Additional A Director**") and to remove any such person from office;
- (b) as a non-executive director of the Company (the "**Independent A Director**") and to remove any such person from office and:

on any resolution proposed in general meeting to remove the Additional A Director or the Independent A Director as a director of the Company the Founder Shares held by TR, SG and their Associates shall carry at least one vote in excess of 75% of the votes capable of being cast on such resolution whether such resolution is proposed at a general meeting (on a show of hands or on a poll) or by written resolution provided that the foregoing provisions of this Article 4.5.3 shall not apply to any resolution to:

- (i) remove a Director appointed pursuant to this Article 4.5.3 at any time when the provisions of Article 4.5.3 do not apply; or
- (ii) to remove or amend this Article 4.5.3 after this Article 4.5.3 has ceased to apply.

4.5.4 Any such appointment or removal as is referred to in Article 4.5.3 above shall be made by notice in writing to the Company signed by or on behalf of the holders of a majority of the shares held by TR and/or SG and their Associates and served upon the Company at its registered office (and Article 78.2 shall not apply in respect of any notice served under this Article 4.5.4);

- 4.5.5 The holders of the B Ordinary Shares shall be entitled from time to time to appoint a person as a Director of the Company and each other Group Company and to remove any such person from office.
- 4.5.6 If and for so long as the B Ordinary Shares represent at least 50% of the Founder Shares the holders of the B Ordinary Shares shall be entitled from time to time and by notice in writing to the Company to appoint (in addition to any B Director appointed pursuant to Article 4.5.5) any person as a Director of the Company and each other Group Company and to remove any such person from office.
- 4.5.7 On any resolution proposed in general meeting to remove any Director appointed by the holders of the B Ordinary Shares the B Ordinary Shares shall carry at least one vote in excess of 75% of the votes capable of being cast on such resolution whether such resolution is proposed at a general meeting (on a show of hands or on a poll) or by written resolution.
- 4.5.8 Any such appointment or removal as is referred to in Article 4.5.5 or Article 4.5.6 above shall be made by notice in writing to the Company and/or the relevant Group Company signed by or on behalf of a B Shareholder Majority and served upon the Company at its registered office (and Article 78.2 shall not apply in respect of any notice served under this Article 4.5.8).
- 4.5.9 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to Article 4.5.5 or Article 4.5.6 of this Article may appoint such person as he thinks fit to be his alternate Director.

4.6 **Quorums**

As regards quorums:-

- 4.6.1 no meeting of Shareholders shall be quorate unless those Shareholders present include (whether in person or by a duly authorised representative or a proxy) at least one holder of A Ordinary Shares and at least one holder of B Ordinary Shares. If a quorum is not present, the meeting shall be adjourned to the same day the following week at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting the Shareholders present shall form a quorum; and
- 4.6.2 save with B Shareholder Approval (but subject to the remainder of this Article 4.6.2) no meeting of the Directors held at any time when a B Director holds office as a Director of the Company shall be quorate unless the B Director (or a duly appointed alternate Director of such person) is present at such meeting, provided that if the necessary quorum is not present within 30 minutes from the time appointed for the meeting or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the chairman determines and if a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall proceed with or without the presence of the B Director.

4.7 **Redesignation**

Any

- 4.7.1 B Ordinary Shares transferred or issued to a holder of A1 Ordinary Shares shall (unless without further authority than is contained in this Article) forthwith on their transfer or issue be deemed to have been re-designated as A1 Ordinary Shares (on the basis of one A1 Ordinary Share for every one B Ordinary Share) having all the rights, privileges and restrictions attaching to the A1 Ordinary Shares;
- 4.7.2 B Ordinary Shares transferred or issued to a holder of A2 Ordinary Shares shall (unless without further authority than is contained in this Article) forthwith on their transfer or issue be deemed to have been re-designated as A2 Ordinary Shares (on the basis of one A2 Ordinary

Share for every one B Ordinary Share) having all the rights, privileges and restrictions attaching to the A2 Ordinary Shares;

- 4.7.3 A2 Ordinary Shares transferred or issued to a holder of B Ordinary Shares shall (unless without further authority than is contained in this Article) forthwith on their transfer or issue be deemed to have been re-designated as B Ordinary Shares (on the basis of one B Ordinary Share for every one A2 Ordinary Share) having all the rights, privileges and restrictions attaching to the B Ordinary Shares;
- 4.7.4 A2 Ordinary Shares transferred or issued to a holder of A1 Ordinary Shares shall remain A2 Ordinary Shares;
- 4.7.5 A1 Ordinary Shares transferred or issued to a holder of B Ordinary Shares or A2 Ordinary Shares shall remain A1 Ordinary Shares; and
- 4.7.6 C Ordinary Shares transferred to a holder of Shares shall remain C Ordinary Shares.

5. SHARE TRANSFERS - GENERAL PROVISIONS

- 5.1 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:-
 - 5.1.1 a Permitted Transfer; or
 - 5.1.2 a transfer made in accordance with and permitted under Article 6.
- 5.2 Subject as provided in Article 50 in Part B of these Articles and Article 5.3 or as required by law, the Directors shall register any such transfer as is referred to in Article 5.1.1 or 5.1.2.
- 5.3 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Shareholders (being an agreement additional to these Articles and including the Shareholders Agreement) or if a new Share is proposed to be allotted to a person who is not a Shareholder, then the Directors shall:-
 - 5.3.1 require the transferee or proposed allottee (as the case may be) to enter into a written undertaking (in such form as the Directors may with B Shareholder Approval prescribe) to be bound (to the same extent as the transferor (in the case of a transfer) or to such other extent as the Directors and/or a B Shareholder Majority may reasonably stipulate) by the provisions of such agreement; and
 - 5.3.2 decline to register the transfer of, or to allot, such Share unless and until the transferee or proposed allottee has entered into such written undertaking.
- 5.4 Subject to Articles 5.3, 5.5 and Article 50, a Shareholder shall be permitted to transfer the legal title to and/or beneficial ownership of a Share:-
 - 5.4.1 if the Shareholder is a company, to any holding company or subsidiary of that Shareholder or to any other subsidiary of any such Shareholder's holding company; or
 - 5.4.2 to a person who is the beneficial owner of such Share or (in the case of legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner (provided that such person has not become the beneficial owner thereof other than in accordance with the provisions of these Articles) or, in the case of the transfer of the legal title and beneficial ownership of such Share by the trustee of an employee benefit trust, to a different trustee of the same or another employee benefit trust; or
 - 5.4.3 to a Drag Buyer or Tag Buyer (each as defined in Article 8) pursuant to the provisions of Article 8 provided that prior to such transfer the provisions of Clause 12.5 of the Shareholders Agreement have been complied with and that prior to or contemporaneously with such transfer the Drag Buyer or Tag Buyer as the case may be has duly acquired or

will duly acquire a Controlling Interest and the provisions of Article 8 have been complied with;

- 5.4.4 with A Shareholder Approval and B Shareholder Approval; or
- 5.4.5 if the Shareholder is an individual, to an Associate (within the meaning of paragraphs (a) and (b) of the definition of "**Associate**") of such Shareholder provided that (in aggregate) no more than 50% of the total number of Shares held by an individual may be transferred pursuant to this Article 5.4.5, Article 5.4.6 and/or Article 5.4.7; or
- 5.4.6 if the Shareholder is TR to SG provided that (in aggregate) no more than 50% of the total number of Shares held by TR may be transferred to an Associate pursuant to Article 5.4.5 and/or to SG pursuant to this Article 5.4.6; or
- 5.4.7 if the Shareholder is SG to TR provided that (in aggregate) no more than 50% of the total number of Shares held by SG may be transferred to an Associate pursuant to Article 5.4.5 and/or to TR pursuant to this Article 5.4.7; or
- 5.4.8 subject to B Shareholder Approval (and subject to any conditions or restrictions including as to price in such consent), to the Company in accordance with the Act and these Articles.

5.5 No such Permitted Transfer as is referred to in Articles 5.4.1, 5.4.2, 5.4.5, 5.4.6 or 5.4.7 may be made in respect of or in relation to:

5.5.1 any Share which for the relevant time being is the subject of any Transfer Notice or Mandatory Transfer Notice; and/or

5.5.2 any C Ordinary Share unless the registered holder is also a holder of Founder Shares.

6. **SHARE TRANSFERS - PRE-EMPTION PROVISIONS**

6.1 Except in the case of a Permitted Transfer or a transfer made in accordance with and permitted under Article 7, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall:

6.1.1 require A Shareholder Approval and B Shareholder Approval (including, to avoid doubt, any Transfer Notice given in respect of C Ordinary Shares which is not a Mandatory Transfer Notice); and

6.1.2 subject to Article 6.1.1 be subject to the provisions contained in this Article,

and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.

6.2 Except in the case of a Permitted Transfer and subject always to Article 6.1.1, before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the "**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company specifying the Shares, interest and/or rights of which the Transferor wishes to dispose. The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant shares.

6.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to, the Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the "**Sale Shares**") at the Sale Price in accordance with the provisions of this Article. A Transfer Notice shall not be revocable except with the consent of the Directors with B Shareholder Approval.

- 6.4 Except in the case of a Transfer Notice which a Shareholder is required to give or is deemed to have given pursuant to Article 7 (a "**Mandatory Transfer Notice**"), a Transfer Notice may include a condition (a "**Total Transfer Condition**") that if all the Sale Shares (of whatever class) are not sold to Approved Transferees, then none shall be so sold.
- 6.5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice must state, in addition to details of the Sale Shares:-
- 6.5.1 the name or names of a person or persons (such person or persons being hereinafter referred to as the "**Proposed Transferee**") to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees (as hereinafter defined); and
- 6.5.2 the entire consideration per share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire consideration). In such event, subject to the Directors and the B Shareholder Majority being satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration (not inflated for particular reasons) agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the Prescribed Period shall commence on the date on which the Transfer Notice is given and shall expire 120 days thereafter.
- 6.6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in Article 6.5 then, subject always to Article 7.3:-
- 6.6.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors with B Shareholder Approval may, prior to the expiry of such period of 30 days, determine to allow for this purpose), the Transferor and the Directors with B Shareholder Approval shall have agreed a price per Share as representing the Market Value of the Sale Shares or as being acceptable to the Transferor and not more than the Market Value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 120 days thereafter; or
- 6.6.2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct an Independent Accountant to determine and report to the Directors the sum per Share considered by them to be the Market Value of the Sale Shares and (subject always to Article 7.3) the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the Independent Accountant shall so determine and report and shall expire 120 days thereafter.
- 6.7 For the purposes of Article 6.6 and Article 6.8, the Independent Accountant shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Shareholders.
- 6.8 For the purposes of these Articles, the Market Value of any Shares shall be calculated as follows:
- 6.8.1 as at the Cessation Date or at the date when the Mandatory Transfer Notice was given or deemed to have been given (as the case may be), as the Directors (acting with B Shareholder Approval) may elect in the case of a Mandatory Transfer Notice given in respect of C Ordinary Shares only; or
- 6.8.2 unless Article 6.8.1 applies, the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be),

in either case, as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding or due to the fact that the transferability of such Shares is restricted by these Articles (and the Independent Accountant shall be instructed accordingly).

6.9 The costs and expenses of the Independent Accountant in relation to the making of their determination shall be borne on the following basis:-

6.9.1 by the Company in full where the Market Value as determined by the Independent Accountant in accordance with Article 6.8 is equal to or more than the value specified by the Transferor in seeking to reach agreement under Article 6.6.1 or where Article 7.6 applies;

6.9.2 by the Transferor in full where the Market Value as determined by the Independent Accountant is equal to or less than the value specified by the Directors;

6.9.3 otherwise on a straight line basis in accordance with the following formula:-

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

where:-

A = the proportion of the Independent Accountant fees to be borne by the Company (the remainder to be borne by the Transferor);

B = the value determined by the Independent Accountant;

C = the value specified by the Directors; and

D = the value specified by the Transferor in seeking to reach agreement under Article 6.6.1.

6.10 Following the agreement or determination of the Sale Price:

6.10.1 the Directors acting with B Shareholder Approval (unless the B Shareholder is the Transferor) may within 30 days of such agreement or determination ("**Buyback Period**") resolve by written notice ("**Buyback Notice**") to the Transferor that the Company shall, to the extent that it may lawfully do so out of its distributable profits available for the purpose, purchase the Sale Shares from the Transferor at the Sale Price in accordance with the Act and the Board shall determine a reasonably prompt timetable for such purchase (not being more than 90 days from the date of such Buyback Notice). All Shareholders (including the Transferor) shall adhere thereto and take all steps necessary (including passing any requisite shareholder resolutions and supplying all requisite written approvals pursuant to the Shareholders Agreement) to give effect to such purchase in accordance with the Act. Nothing in this Article 6.10.1 shall be construed as requiring any Shareholder to do anything or take any steps in respect of a buyback of Shares other than where such buyback is funded out of the distributable profits of the Company available for the purpose. The Directors acting with B Shareholder Approval (unless the B Shareholder is the Transferor) may resolve that any C Ordinary Shares which are the subject of such buyback are held in treasury rather than cancelled;

6.10.2 subject as provided in Article 6.11, if no Buyback Notice is given within the Buyback Period then, on the expiry of the Buyback Period:

(a) to the extent that the Sale Shares are C Ordinary Shares, the Directors acting with B Shareholder Approval may resolve that such Sale Shares be offered for sale to any existing or incoming employee(s) of or

consultant(s) to the Company and/or to any employee benefit trust for warehousing, in such proportions as they shall determine; and

- (b) unless Article 6.10.2(a) applies, the Sale Shares shall be offered for sale to the holders of Founder Shares (other than the Transferor) for the relevant time being in the proportions which their respective holding of Founder Shares bears to all Founder Shares held by all such persons ("**Offerees**").

- 6.11 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Shareholder but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in Article 6.10.2 is made (and such persons shall not constitute Offerees). In addition, if, during the period between the date on which any such offer is made and (following the acceptance of such offer by a Shareholder) the sale of Sale Shares to such member is completed, such member is deemed to have given a Mandatory Transfer Notice then such member shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given).
- 6.12 Any such offer as is required to be made by the Company pursuant to Article 6.10.2(b) shall limit a time (not being less than 30 days or more than 45 days) after such offer is made within which it must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Sale Shares in excess of that offered, the number of Sale Shares shall be allocated to the holders of the Founder Shares *pari passu* as if the same constituted one class of share.
- 6.13 If, by virtue of the application of the provisions in Article 6.12, acceptances are received in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Founder Shares held by each acceptor provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article 6.13 shall continue to apply *mutatis mutandis* until all Sale Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly.
- 6.14 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to Article 6.10.2 shall be unconditional.
- 6.15 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this Article 6, find Shareholders ("**Approved Transferees**") willing to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than ten days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 6.16 If a Transferor shall (save only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the holder of such Shares. The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares

and the receipt shall be a good discharge to the Approved Transferee, who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article.

- 6.17 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares, it shall as soon as practicable following such expiry give notice in writing thereof to the Transferor. The Transferor shall not be permitted to transfer all or any of the Sale Shares except with A Shareholder Approval and B Shareholder Approval.
- 6.18 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this Article shall be transferred free from all Encumbrances and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set-off such amount against the Sale Price payable).

7. SHARE TRANSFERS - FURTHER PROVISIONS

7.1 If:

7.1.1 any person holding A Ordinary Shares (the "**Defaulting A Shareholder**"):

- (a) shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under Article 5.4 or in accordance with the provisions of Article 6; or
- (b) commits any material breach of the Shareholders Agreement (as described therein) and any such breach is not capable of remedy or, if capable of remedy, is not remedied to the reasonable satisfaction of the B Shareholder Majority within 30 business days of the B Shareholder Majority serving notice on the Defaulting A Shareholder to effect such remedy,

such person and any Associate of such person who is a Shareholder shall, unless and to the extent (if any) that a B Shareholder Majority otherwise determines at the relevant time, be deemed to have given, on the date on which the B Shareholder Majority give notice to such person that they have become aware of the purported transfer or other disposal or failure or other breach as the case may be (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder. In circumstances where a Transfer Notice is deemed to be given as a result of the Defaulting A Shareholder committing a breach of Clause 19.2 of the Shareholders Agreement (in which case the Defaulting A Shareholder shall be treated as a Bad Leaver) then the Sale Price shall be the Bad Leaver Price; and

7.1.2 any person holding B Ordinary Shares (the "**Defaulting B Shareholder**"):

- (a) shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under Article 5.4 or in accordance with the provisions of Article 6; or
- (b) commits any material breach of the Shareholders Agreement (as described therein) and any such breach is not capable of remedy or, if capable of remedy, is not remedied to the reasonable satisfaction of the A Shareholder Majority within 30 business days of the A Shareholder Majority serving notice on the Defaulting B Shareholder to effect such remedy,

such person and any Associate of such person who is a Shareholder shall, unless and to the extent (if any) that the A Shareholder Majority otherwise determines at the relevant time, be deemed to have given, on the date on which the A Shareholder Majority give notice to such person that they have become aware of the purported transfer or other disposal or failure or other breach as the case may be (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder. In circumstances where a Transfer Notice is deemed to be given as a result of the Defaulting B Shareholder committing a breach of Clause 19.2 of the Shareholders Agreement (in which case the Defaulting B Shareholder shall be a "**B Bad Leaver**") then the Sale Price shall be the Bad Leaver Price.

7.1.3 any person holding C Ordinary Shares and no other class of Share (the "**Defaulting C Shareholder**"):

- (a) shall purport to transfer or otherwise dispose of any C Ordinary Share or any interest in or right arising from any C Ordinary Share otherwise than as permitted under Article 5.4 or in accordance with the provisions of Article 6; or
- (b) commits any material breach of the Shareholders Agreement (as described therein) and any such breach is not capable of remedy or, if capable of remedy, is not remedied to the reasonable satisfaction of the Board within 30 business days of the Board serving notice on the Defaulting C Shareholder to effect such remedy,

such person and any Associate of such person who is a Shareholder shall, unless and to the extent (if any) that the Board otherwise determines at the relevant time, be deemed to have given, on the date on which the Board gives notice to such person that it has become aware of the purported transfer or other disposal or failure or other breach as the case may be (or on the date (if any) specified in such notice), a Transfer Notice in respect of all C Ordinary Shares of which such person and any such Associate of such person is then the holder in which case the Defaulting C Shareholder shall be treated as a C Bad Leaver and the Sale Price shall be the C Bad Leaver Price.

7.2 If:

7.2.1 any person becomes entitled to Shares in consequence of the death or Bankruptcy of a holder of A Ordinary Shares who is an individual in circumstances where the provisions of Article 7.3 do not apply (unless a transfer to such person would be a Permitted Transfer or the Directors (with B Shareholder Approval) determine otherwise at the relevant time); or

7.2.2 any person becomes entitled to Shares in consequence of the death or Bankruptcy of a holder of C Ordinary Shares who is an individual in circumstances where the provisions of Article 7.3 do not apply (unless the Directors (with B Shareholder Approval) determine otherwise at the relevant time); or

7.2.3 a B Shareholder suffers an Insolvency Event,

a Transfer Notice shall be deemed to have been given on such date as the Directors shall specify in writing to the person concerned in respect of all Shares held by the relevant Shareholder and any Associate of such Shareholder.

7.3 If (at any time) (i) any director (not being a B Director) or employee of or consultant to any Group Company shall cease (for whatever reason) to be such a director or employee or consultant (or an employee or consultant has served notice on a Group Company or a Group Company has served notice on such person terminating his employment or consultancy (as the case may be)), or (ii) an employee of a Group Company who remains employed but becomes entitled due to illness or disablement causing permanent incapacity to receive benefits under any permanent health insurance scheme of the Company or any other Group Company and, in each case, such person and/or any

Associate(s) of such person shall be the holder of any Shares, then the Shares held by such person (the "**Leaver**") and his Associates shall be subject to the following:-

7.3.1 the date on which the Leaver ceases to be a director of or an employee of or a consultant to a Group Company shall be the "**Cessation Date**" for the purposes of these Articles provided always that where a Leaver who is an employee of or consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy, as the case may be (or shall cease to so be an employee or consultant upon expiration of such notice) then:

- (a) if the Leaver is a holder of A Ordinary Shares and a B Shareholder Majority so notifies the Company in writing, the Cessation Date shall be deemed to be the date of service of such notice (or such later date during the relevant notice period as a B Shareholder Majority shall specify in its notice to the Company); or
- (b) if the Leaver is a holder of C Ordinary Shares only and the Board determines, the Cessation Date shall be deemed to be the date of service of such notice (or such later date during the relevant notice period as the Board shall specify);

7.3.2 in respect of a Leaver:

- (a) who is a holder of A Ordinary Shares, a B Shareholder Majority may within 12 months of the Cessation Date (and not later) serve a notice on the person concerned notifying him that he shall be deemed to have given on the Cessation Date (or such later date (if any) as a B Shareholder Majority may determine and notify in writing to the person concerned) a Transfer Notice in respect of all Shares then owned and/or held by that Leaver and any Associate of that Leaver;
- (b) who is a holder of C Ordinary Shares only, the Board may at any time following the Cessation Date serve a notice on the person concerned notifying him that he shall be deemed to have given on the Cessation Date (or such later date (if any) as the Board may determine and notify in writing to the person concerned) a Transfer Notice in respect of all Shares then owned and/or held by that Leaver and any Associate of that Leaver;

7.3.3 subject to Article 7.5 and save as otherwise provided in these Articles or the Shareholders Agreement, the price per Share (or price per Share of each different class held) applicable on a transfer of Shares shall be as follows:-

- (a) in the case of a Leaver who is a Good Leaver or a C Good Leaver, the Sale Price shall be the Market Value;
- (b) in the case of a Leaver who is a Bad Leaver, the Sale Price shall be the Bad Leaver Price; and
- (c) in the case of a Leaver who is a C Bad Leaver, the Sale Price shall be the C Bad Leaver Price;

7.3.4 if at any time a former director (not being a former B Director) or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant, acquire (or any Associate of his shall acquire) any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of Article 7.3.1 above shall apply as if reference in Article 7.3.1 to "**Cessation Date**" were reference to the date on which he acquired such Shares.

- 7.4 If at any time any Bad Leaver or a B Bad Leaver shall be the holder of any Shares then the Shares held by such person and his Associates (the "**Leaver Shares**") shall be subject to the following:-
- 7.4.1 unless determined otherwise by the written direction of a B Shareholder Majority served upon the Company at its registered office in the case of a Bad Leaver or by the written direction of an A Shareholder Majority served upon the Company at its registered office in the case of a B Bad Leaver, the Leaver Shares shall cease to confer any right to vote on any resolution, or to receive notice of or attend, speak or vote at any general or class meeting of the Company; and
 - 7.4.2 any Leaver Shares shall be treated as though they confer votes in the same manner as the remaining class or classes of Shares comprising the Leaver Shares when:-
 - (a) calculating whether or not a Controlling Interest has been acquired for the purpose of the provisions of Article 8; and
 - (b) calculating the Market Value of such Leaver Shares in accordance with Articles 6.6 or 6.7.
- 7.5 In respect of a Leaver, if at any time prior to the completion of a transfer in accordance with Article 7.3:-
- 7.5.1 the Leaver does anything which constitutes a breach of Clause 19.2 of the Shareholders Agreement; or
 - 7.5.2 it is discovered that the Leaver did, prior to first becoming a Leaver, anything which constituted a breach of Clause 19.2 of the Shareholders Agreement; or
 - 7.5.3 it is discovered that the Leaver was classified as a Good Leaver or a C Good Leaver and should have been classified as a Bad Leaver or a C Bad Leaver,
- then the Leaver shall from the date of the breach (in the case of Article 7.5.1) or from the date of discovery (in the case of Articles 7.5.2 and 7.5.3) be classified instead as a Bad Leaver or a C Bad Leaver (as the case may be). For the purposes of these Articles, a Mandatory Transfer Notice shall be deemed to have been given by the Leaver as if the Leaver was referred to as a Bad Leaver or a C Bad Leaver (as the case may be) in the Mandatory Transfer Notice.
- 7.6 In respect of a B Shareholder, if at any time following a Mandatory Transfer Notice being given in respect of its Shares and prior to completion of the resulting transfer:-
- 7.6.1 the B Shareholder does anything which constitutes a breach of Clause 19.2 of the Shareholders Agreement; or
 - 7.6.2 it is discovered that the B Shareholder did, prior to the Mandatory Transfer Notice being given, anything which constituted a breach of Clause 19.2 of the Shareholders Agreement;
- then the B Shareholder shall from the date of the breach (in the case of Article 7.6.1) or from the date of discovery (in the case of Article 7.6.2) be classified instead as a B Bad Leaver. For the purposes of these Articles, a Mandatory Transfer Notice shall be deemed to have been given by the B Shareholder as if the B Shareholder was referred to as a B Bad Leaver in the Mandatory Transfer Notice.
- 7.7 Any dispute as to whether a Leaver is a Good Leaver or a C Good Leaver or a Bad Leaver or a C Bad Leaver or whether a B Shareholder is a B Bad Leaver shall not affect the validity of a Mandatory Transfer Notice, nor shall it delay the procedure with regard to valuation of those Shares pursuant to these Articles.
- 7.8 If a person in whose favour a Permitted Transfer was made pursuant to Article 5.4.1 shall cease to be an Associate within the meaning of paragraph (d) of the definition of "**Associate**" of the person by whom such transfer was made then, within 30 days of such cessation it shall give notice in writing

to the Company of the fact that it has ceased to be an Associate and transfer the Shares back to the original Shareholder. If such person shall fail to either so notify the Company and/or so transfer the Shares then, unless the Directors determine otherwise, there shall be deemed to have been given as at the expiry of such 30 day period a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this sub-article) and any Associate of such person.

- 7.9 If a person in whose favour a Permitted Transfer was made pursuant to Article 5.4.5 shall cease to be an Associate of the person by whom such transfer was made then, within 30 days of such cessation he shall give notice in writing to the Company of the fact that he has ceased to be an Associate of such person and transfer the Shares back to the original Shareholder provided the original Shareholder is still a director or an employee or a consultant of a Group Company and is not the subject of a Mandatory Transfer Notice. If such person shall fail to either so notify the Company and/or so transfer the Shares then, unless the Directors with B Shareholder Approval determine otherwise, there shall be deemed to have been given as at the expiry of such 30 day period a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this sub-article) and any Associate of such person, provided that in the event of the death of a person in whose favour a Permitted Transfer was made pursuant to Article 5.4.5, the person by whom such Permitted Transfer was made shall have a period of 30 days within which to re-acquire the Shares so transferred, failing which a Transfer Notice shall be deemed to have been given in respect of those Shares.
- 7.10 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of Article 6 or this Article 7.10, the Directors and/or a B Shareholder Majority may from time to time require any Shareholder or the personal representatives of any deceased Shareholder or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company and the holders of the B Ordinary Shares such information and evidence as the Directors and/or a B Shareholder Majority may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors shall by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice (or on such future date as may be specified therein) be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors and/or a B Shareholder Majority within a reasonable time after request, the Directors and/or a B Shareholder Majority shall:-
- 7.10.1 refuse to register the transfer in question or, in case no transfer is in question, require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory Transfer Notice shall be deemed to have been given in respect of all the relevant Shares); and
- 7.10.2 give to the holder(s) of the Shares in question a notice ("**a Disenfranchisement Notice**") stating that such Shares shall as from the date of such notice no longer confer any right to vote on any written resolution of the Company or of any class of Share, or attend, speak or vote at any general or class meeting of the Company, or to receive or be entitled to receive any dividend or other distribution until such time as the Directors and/or a B Shareholder Majority shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.
- 7.11 A Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company in and accordingly shall not (unless the prior written consent of a B Director is obtained) be entitled to vote in relation to any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of Articles 5 or 6 or this Article to the extent such matter relates to any Shares held by such Director or any Associate of such Director or, in the case of the B Director, the Shares held by the B Shareholder or any Associate of the B Shareholder or in which such Director is otherwise interested.

7.12 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Shareholder, such Shareholder shall, upon demand by the Company, deliver up to and lodge with the Company, the share certificate(s) in respect of the relevant Shares.

7.13 If, during the period commencing on the date of completion of a transfer of C Ordinary Shares from a Leaver in accordance with Article 7.3:-

7.13.1 the Leaver does anything which constitutes a breach of Clause 19.2 of the Shareholders Agreement; or

7.13.2 it is discovered that the Leaver did, prior to first becoming a Leaver, anything which constituted a breach of Clause 19.2 of the Shareholders Agreement; or

7.13.3 it is discovered that the Leaver was classified as a C Good Leaver and should have been classified as a C Bad Leaver,

then that Leaver shall immediately pay to the Company (as agent for the purchaser) all monies received by him in consideration for the transfer of his Shares together with any interest on such sums (at the interest rate that the Company borrows from its bankers as at the date of receipt by the Leaver, plus 2 per cent.) from the date of receipt by him until the date of payment in accordance with this Article less the Sale Price which he would have been entitled to had he been determined to be a C Bad Leaver.

8. TRANSFER OF A CONTROLLING INTEREST

8.1 Drag Along

8.1.1 If one or more A Shareholders ("**Dragging Shareholders**") wish(es) to transfer Shares in relation to a Qualifying Sale to a purchaser (the "**Drag Buyer**"), the Dragging Shareholders shall have the right by notice ("**Drag Along Notice**") to each of the other Shareholders ("**Dragged Shareholders**") to require all such Dragged Shareholders to sell and transfer the legal and beneficial title to all of the Shares registered in their name ("**Dragged Securities**") (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct) in accordance with the provisions of this Article 8.1.

8.1.2 A Drag Along Notice may be given to the Dragged Shareholders at any time before the completion of the transfer of the Dragging Shareholders' Shares to the Drag Buyer (or as the Drag Buyer may direct). It shall specify:

- (a) the Dragged Securities which the Dragged Shareholders are required to transfer;
- (b) the identity of the Drag Buyer (and, if relevant, the transferee(s) to whom the Drag Buyer directs the Dragged Securities are to be transferred);
- (c) the consideration for which the Shares held by the Dragging Shareholders are to be transferred and the consideration for which it is proposed the Dragged Securities are to be transferred (determined in accordance with this Article 8.1);
- (d) the proposed, place, date and time of transfer; and
- (e) the other terms and conditions of sale to which the Dragged Shareholders are required to adhere (determined in accordance with this Article 8.1 and Clause 20 of the Shareholders Agreement),

and shall be accompanied by all documents to be executed by and/or in favour of the Dragging Shareholders and/or their Associates in connection with the Qualifying Sale and

all documents required to be executed by the Dragged Shareholders to give effect to the relevant transfer.

- 8.1.3 The consideration for which the Dragged Shareholders shall be obliged to sell each of their Dragged Securities shall be that to which they would be entitled if the aggregate value of the total consideration to be paid by the Drag Buyer for all of the Dragging Shareholders' Shares and the Dragged Securities as a whole was allocated to the Dragging Shareholders and the Dragged Shareholders on the same basis as set out in Article 4.2.2. For the avoidance of doubt, if the value of all Shares is less than the Hurdle then the consideration payable in respect of the C Ordinary Shares shall be nil.
- 8.1.4 For the purposes of Article 8.1.3, the total consideration shall mean the value or worth of the total consideration regardless of the form of the total consideration or any part thereof bringing into account any consideration (in cash or otherwise) received or receivable by any Shareholder or former Shareholder (or any Associate of any Shareholder or former Shareholder) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Dragging Shareholders' Shares and the Dragged Securities.
- 8.1.5 The consideration to be paid by the Drag Buyer to a Dragged Shareholder who is a B Shareholder for the Dragged Securities (as determined in accordance with Article 8.1.3) shall be paid in cash.
- 8.1.6 Subject to Articles 8.1.3 to 8.1.5, the Dragged Securities shall be acquired in accordance with the provisions of Clause 20 of the Shareholders Agreement.
- 8.1.7 The transaction fees, costs and expenses (including the cost of any premium for any transaction related insurance) incurred by the Dragging Shareholders and the Dragged Shareholders that are attributable to the transfer of Shares made in accordance with this Article 8.1 shall (to the extent that they are reasonable and properly incurred) be borne by each of the Dragging Shareholders and the Dragged Shareholders on a pro rata basis to their entitlement to the total consideration .
- 8.1.8 A Drag Along Notice may be revoked by the Dragging Shareholders at any time and in their sole discretion prior to the completion of the transfer of the Dragged Securities by notice to the Dragged Shareholders.
- 8.1.9 Completion of the sale and purchase of the Dragged Securities shall take place on the same date and at the same time and place as the sale of the Shares of the Dragging Shareholders to the Drag Buyer (or as the Drag Buyer may direct) unless all of the Dragged Shareholders and the Dragging Shareholders otherwise agree.
- 8.1.10 On or before the Drag Completion Date each Dragged Shareholder shall (to the extent required by the Dragging Shareholders):
- (a) provide such information as is reasonably required by the Dragging Shareholders or the Drag Buyer to establish and to evidence the legal and beneficial ownership of all Dragged Securities;
 - (b) transfer the legal and beneficial title to all its Dragged Securities free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee;
 - (c) deliver to the Company duly executed transfers of the Dragged Securities registered in its name in favour of the Drag Buyer;
 - (d) deliver to the Company the relevant share certificate(s) in respect of the Dragged Securities (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates);

- (e) deliver to the Company a duly executed sale or transfer agreement (in a form agreed by the Dragging Shareholders provided it is in a form consistent with Clause 20 of the Shareholders Agreement); and
 - (f) enter into any other related documents to give effect to the provisions of Clause 20 of the Shareholders Agreement reasonably required by Dragging Shareholders.
- 8.1.11 Subject to compliance with Article 8.1.10, to the extent only that the Drag Buyer has put the Company in the requisite cleared funds, the Company (or such other person as the Dragging Shareholders direct) shall on the Drag Completion Date (or as soon as reasonably practicable after the Completion Date) pay, on behalf of the Drag Buyer, to each of the Dragged Shareholders in respect of its Dragged Securities the consideration (if any) it is due in accordance with this Article, less any amount that is to be deducted from such consideration pursuant to Article 8.1.7. Pending compliance by each Dragged Shareholder with its obligations in Article 8.1.10, the Company (or such other person as the Dragging Shareholders direct) shall hold the funds or other form of consideration received from the Drag Buyer in respect of the Dragged Securities (less any amount that is to be deducted from such funds pursuant to Article 8.1.7) on trust for the Dragged Shareholders, without any obligation to pay interest.
- 8.1.12 Unless and to the extent that the Dragging Shareholders otherwise direct the Company in writing, upon any person (other than the Drag Buyer), following the date of service of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding in the Company) including pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares ("**New Shareholder**"):
 - (a) a Drag Along Notice on the same terms as the previous such notice shall be deemed to have been served upon the New Shareholder, who shall then be bound to transfer the legal and beneficial title to all such Shares acquired by him (free from all liens, charges and encumbrance and together with all rights attaching to them and with full title guarantee), in respect of a transfer, to the Drag Buyer (as applicable); and
 - (b) the provisions of this Article shall apply (with necessary modifications) to the New Shareholder as if it were a Dragged Shareholder as at the date of the original Drag Along Notice, except that, where completion of the transfer of the Dragged Securities has already taken place, the completion date of the transfer of the Shares shall take place on such date as the Board (acting with A Shareholder Approval) shall determine.
- 8.1.13 The Company may (and shall if directed by Dragging Shareholders) act as agent of the any Dragged Shareholder who is in default of its obligations under this Article 8.1 ("**Defaulting Shareholder**") with full power and authority in the Defaulting Shareholder's name and on its behalf to:
 - (a) where the Defaulting Shareholder is a B Shareholder, approve, sign and execute transfers of the Dragged Securities registered in such Defaulting Shareholder's name in favour of the Drag Buyer (but for the avoidance of doubt not any other agreement, documents or instrument); and
 - (b) where the Defaulting Shareholder is not a B Shareholder, approve, sign and execute all agreements, documents and instruments, including transfers of the Dragged Securities registered in the Defaulting Shareholder's name, in favour of the Drag Buyer in order to give effect to this Article; and

- (c) deliver any such agreements, documents and instruments to the relevant transferee against receipt by the Company of the consideration (if any) payable for the relevant Dragged Securities (to be held on trust for the Defaulting Shareholder without any obligation to pay interest) (such receipt being a good discharge to the relevant transferee who shall not be bound to see to the application of such payment).

8.2 Tag Along

- 8.2.1 This Article 8.2 shall not apply to a Proposed Sale which is in accordance with Articles 5.4 or 7.
- 8.2.2 If Shareholder(s) ("**Proposed Sellers**") propose to transfer to any person (whether through a single transaction or a series of related transactions) such number of Shares which would, if registered, result in such person (together with its Connected Persons and any other persons with whom it is Acting in Concert) (together the "**Tag Buyer**") obtaining a Controlling Interest ("**Proposed Sale**"), the Proposed Sellers shall not be entitled to transfer such Shares and no such Shares shall be capable of being purchased or transferred unless the Tag Buyer (or the Company in its capacity as agent for the Tag Buyer) shall have offered ("**Tag Offer**") in accordance with this Article 8.2 to purchase from each of the other Shareholders (other than the Company in respect of any holding of treasury shares) not being a Tag Buyer ("**Other Shareholders**") all of the Shares registered in their name ("**Tagged Shares**").
- 8.2.3 A Tag Offer shall be made by notice specifying:
 - (a) the identity of the Tag Buyer;
 - (b) the consideration for which the Shares held by the Proposed Sellers are to be transferred and the consideration for which it is proposed the Tagged Shares are to be transferred (determined in accordance with Article 8.2.4);
 - (c) the proposed, place, date and time of transfer;
 - (d) a time (being not less than 10 Business Days) within which the offer, if not accepted, shall be deemed to be declined (the "**Offer Period**"); and
 - (e) to the extent not set out in the accompanying documents, any other terms and conditions of sale on which the Tag Buyer is proposing to purchase the Proposed Sellers' Shares and the Tagged Shares (determined in accordance with this Article 8.2 and Clause 20 of the Shareholders Agreement),

and shall be accompanied by all documents to be executed by and/or in favour of the Proposed Sellers and/or their Associates in connection with the Proposed Sale and all documents required to be executed by the Other Shareholders if they accept the Tag Offer.

- 8.2.4 The consideration which the Tag Buyer shall offer for each of the Tagged Shares shall be the same as that offered and to be paid for each of the Proposed Sellers' Shares being transferred to the Tag Buyer pursuant to the Proposed Sale bringing into account any consideration (in cash or otherwise) received or receivable by any Shareholder or former Shareholder (or any Associate of any Shareholder or former Shareholder) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question, provided that:
 - (a) the provisions of Article 4.2.3 relating to an Exit shall apply to any transfer of Shares made pursuant to, and in accordance with, this Article; and

- (b) the consideration offered to any Other Shareholder who is a B Shareholder shall be payable in cash.

8.2.5 Each Other Shareholder who accepts the Tag Offer within the Offer Period ("**Accepting Shareholder**") shall be required to:

- (a) transfer the legal and beneficial title to all of his Tagged Shares to the Tag Buyer free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee;
- (b) comply with the provisions of Clause 20 of the Shareholders Agreement in relation to the giving of warranties, indemnities, covenants and other undertakings within any sale documents;
- (c) deliver to the Tag Buyer the share certificates for his Tagged Shares (or an indemnity in a form reasonably satisfactory to the Directors for lost certificates) and a duly executed sale agreement (in a form agreed by the Proposed Sellers provided it is in a form consistent with Clause 20 of the Shareholders Agreement) setting out the relevant terms and conditions of sale; and
- (d) pay his proportionate share of such fees, costs and expenses that are to be borne by the Accepting Shareholders pursuant to Article 8.2.7.

8.2.6 Completion of the sale and purchase of any Tagged Shares in respect of which the Tag Offer has been accepted shall be conditional upon, and shall take place on the same date and at the same time and place as, the completion of the Proposed Sale (unless any of the Accepting Shareholders and the Tag Buyer (with the approval of the Proposed Sellers) agree otherwise), save that if any Accepting Shareholder fails to comply with his obligations under Article 8.2.5 on or before the completion of the Proposed Sale or if some or all of the Other Shareholders do not accept the Tag Offer within the offer period:

- (a) the completion of the Proposed Sale may be made within three months of the end of the offer period without the completion of the sale and purchase of that Accepting Shareholder's Tagged Shares; and
- (b) the Tag Buyer shall not be under any further obligation to purchase those Tagged Shares.

8.2.7 The reasonable and properly incurred transaction fees, costs and expenses incurred by the Proposed Sellers and the Accepting Shareholders that are attributable to the transfer of Shares made in accordance with this Article 8.2 shall be borne by each of the Proposed Sellers and the Accepting Shareholders pro rata to their entitlement to the total consideration.

8.2.8 The foregoing provisions of Article 8.2 shall apply mutatis mutandis to a proposed Listing.

8.3 Provisions applying to Drag Along and Tag Along

8.3.1 For the purpose of ensuring:-

- (a) that no Drag Buyer or Tag Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this Article; or
- (b) that a price offered or proposed to be offered for any Shares is in accordance with this Article,

the Directors or a B Shareholder Majority may from time to time require any Shareholder to furnish to the Company or to one or more of the B Shareholders for the time being such information and evidence as the Directors or a B Shareholder Majority may reasonably

think fit regarding any matter which they may deem relevant for such purposes (subject to the recipient providing confidentiality undertakings on terms reasonably acceptable to the discloser).

- 8.3.2 Any transfer of Shares pursuant to the foregoing provisions of this Article 8 is subject to the provisions of Clause 12.5 and Clause 20 of the Shareholders Agreement (but is not subject to the rights of pre-emption set out in Article 6).

9. ISSUES OF SHARES

The pre-emption provisions of sections 561 and 562 of the Act shall apply to any allotment of the Company's equity securities.

10. PURCHASE OF OWN SHARES

- 10.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares with cash up to any amount in a financial year not exceeding the lower of:-

10.1.1 £15,000; or

10.1.2 the nominal value of 5% of its fully paid share capital as at the beginning of the financial year.

- 10.2 If the share capital of the Company is not denominated in sterling, the value in sterling of the share capital shall be calculated, for the purpose of Article 10.1.1 at an appropriate spot rate of exchange prevailing on a day specified in the resolution authorising the purchase of shares.

11. SUBSIDIARIES

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained.

PART B

12. 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.

13. SHAREHOLDERS' RESERVE POWER

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

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

14. DIRECTORS MAY DELEGATE

- 14.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:-

14.1.1 to such person or committee;

14.1.2 by such means (including by power of attorney);

- 14.1.3 to such an extent;
- 14.1.4 in relation to such matters or territories; and
- 14.1.5 on such terms and conditions

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

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

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

15. **COMMITTEES**

- 15.1 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.

- 15.2 A member of a committee need not be a Director.

- 15.3 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.

16. **PROCEEDINGS OF DIRECTORS**

- 16.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 17.

- 16.2 If:-

16.2.1 the Company only has one Director, and

16.2.2 no provision of these Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making

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

16.3.1 there was a defect in the appointment of any Director; or

16.3.2 any Director had been disqualified from holding office; or

16.3.3 any Director had vacated office or was not entitled to vote

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

17. **UNANIMOUS DECISIONS**

- 17.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 17.2 A decision taken in accordance with Article 17.1 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.
- 17.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.
- 17.4 The term "**Eligible Director**" means a Director who would have been entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).
18. **CALLING A DIRECTORS' MEETING**
- 18.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary to give such notice.
- 18.2 Notice of any Directors' meeting must indicate:-
- 18.2.1 its proposed date and time;
 - 18.2.2 where it is to take place;
 - 18.2.3 the proposed business of the meeting; and
 - 18.2.4 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.
- 18.3 At least seven days' notice of a Directors' meeting must be given to each Director (except with the prior written consent of the B Director when meetings of the Directors may take on shorter notice. Notice of a Directors' meeting need not be in writing and must be given to each Director provided that, if that Director is for the time being absent from the United Kingdom, he has given the Company his address for sending or receiving documents or information by electronic means outside the United Kingdom.
- 18.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
19. **PARTICIPATION IN DIRECTORS' MEETINGS**
- 19.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:-
- 19.1.1 the meeting has been called and takes place in accordance with these Articles; and
 - 19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 19.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 19.3 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.
20. **QUORUM FOR DIRECTORS' MEETINGS**
- 20.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.2 Subject to the provisions of Part A of these Articles, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is two Eligible Directors provided that:-

20.2.1 if and so long as there is only one Director the quorum shall be one; and

20.2.2 for the purposes of any meeting held pursuant to Article 23 to authorise a Director's conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one.

20.3 If the necessary quorum is not present within 30 minutes from the time appointed for the meeting or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the chairman determines. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall proceed.

20.4 If the total number of Directors for the time being is less than the quorum required, the Director(s) in office must not take any decision other than a decision to:-

20.4.1 appoint further Directors; or

20.4.2 call a general meeting so as to enable the Shareholders to appoint further Directors.

21. CHAIRING OF DIRECTORS' MEETINGS

21.1 The Directors may appoint a Director to chair their meetings.

21.2 The person so appointed for the time being is known as the chairman.

21.3 The Directors may terminate the chairman's appointment at any time.

21.4 If no Director has been appointed chairman, or the chairman is unwilling to chair the meeting or is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

22. CHAIRMAN'S CASTING VOTE

If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting shall not have a casting vote.

23. CONFLICTS OF INTEREST

23.1 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this Article, he would or might be in breach of his duty under the Act to avoid conflicts of interest:-

23.1.1 be a party to, or otherwise interested in, any proposed or actual transaction or arrangement with the Company or in which the Company is otherwise interested;

23.1.2 be a director or other officer of, or employed by, or a party to any proposed or actual transaction or arrangement with, or hold shares or other securities in or be otherwise interested in, any Group Company, or any undertaking promoted by any Group Company or in which any Group Company is otherwise interested; or

23.1.3 if he is a B Director, be a director or other officer of, or employed by, or party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as a B Ordinary Shareholder, or any undertaking in which a B Ordinary Shareholder or an undertaking in the same group as a B Ordinary Shareholder is interested.

23.2 No Director shall:-

- 23.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under Article 23.1 (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);
- 23.2.2 be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under Article 23.1;
- 23.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 23.1.1 or 23.1.2 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection;
- 23.2.4 if he is a B Director, be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information or information of a sensitive nature obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under Article 23.1.3, or through his dealings with a B Ordinary Shareholder, if his doing so would result in a breach of a duty or an obligation of confidence owed by him or by a B Ordinary Shareholder in that connection or in relation to those dealings; or
- 23.2.5 if he is a B Director, be in breach of his duties as a Director by reason only of his passing information belonging to the Company or relating to its business or affairs to a B Ordinary Shareholder.

23.3 A general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

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

23.4.1 such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles, except that the Director concerned and any other Director with a similar interest:-

- (a) shall not count towards the quorum at the meeting at which the conflict is considered (nor be an eligible director for the purpose of Article 17);
- (b) may, if the other Directors so decide, be excluded from any meeting of the Directors while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and

23.4.2 where the Directors give authority in relation to such a conflict:-

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

23.5 Except to the extent that Article 7.11, Article 23.4, or the terms of any authority given under that Article 23.4, may otherwise provide, and without prejudice to his obligation of disclosure in accordance with the Act, a Director (including an alternate Director) shall be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of the Directors or a committee of the Directors (or be an eligible director for the purposes of Article 17) on any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

24. RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors. Where decisions of the Directors are taken by electronic means, such decisions must be recorded by the Directors in permanent form so that they may be read by the naked eye.

25. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles and the Act and provided the written consent of a B Director has been given, 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.

26. **NUMBER AND METHODS OF APPOINTING AND REMOVING DIRECTORS**

- 26.1 Unless otherwise determined by Ordinary Resolution, the number of Directors shall not be less than four.
- 26.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:-
- 26.2.1 by ordinary resolution;
 - 26.2.2 by a decision of the Directors; or
 - 26.2.3 in accordance with Article 4.5.
- 26.3 In any case where, as a result of death, the Company has no Shareholders and no Directors, the Transmittee of the last Shareholder to have died has the right, by notice in writing, to appoint a person to be a Director.
- 26.4 For the purposes of Article 26.3, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

27. **TERMINATION OF DIRECTOR'S APPOINTMENT**

- 27.1 A person ceases to be a Director as soon as:-
- 27.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 27.1.2 a Bankruptcy order is made against that person;
 - 27.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 27.1.4 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;
 - 27.1.5 any Director appointed pursuant to Article 4.5.3 may be removed as a Director by ordinary resolution or the Directors (with B Shareholder Approval) at any time when the Shares held by TR and/or SG and/or their Associates (within the meaning of paragraphs (a) and (b) of the definition of "**Associate**") do not represent at least 50% of the Founder Shares; or
 - 27.1.6 he is otherwise duly removed from office.

28. **DIRECTORS' REMUNERATION**

- 28.1 Directors may undertake any services for the Company that the Directors decide.
- 28.2 Directors are entitled to such remuneration as the Directors determine:-
- 28.2.1 for their services to the Company as Directors; and
 - 28.2.2 for any other service which they undertake for the Company.
- 28.3 Subject to these Articles, a Director's remuneration may:-
- 28.3.1 take any form, and

28.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

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

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

29. **DIRECTORS' EXPENSES**

29.1 The Company must pay any reasonable expenses which the Directors (and the alternate directors and the company secretary) properly incur in connection with their attendance at:-

29.1.1 meetings of Directors or committees of Directors;

29.1.2 general meetings; or

29.1.3 separate meetings of the holders of any class of Shares or of debentures of the Company;
or

29.1.4 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

30. **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

30.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, with B Shareholder Approval, any other person to:-

30.1.1 exercise that Director's powers; and

30.1.2 carry out that Director's responsibilities;

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

30.2 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.

30.3 The notice must:-

30.3.1 identify the proposed Alternate; and

30.3.2 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.

31. **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

31.1 An Alternate Director may act as Alternate director to more than one Director and has the same rights, in relation to any decision of the Directors as the Alternate's Appointor.

31.2 Alternate Directors:-

31.2.1 are deemed for all purposes to be Directors;

31.2.2 are liable for their own acts and omissions;

31.2.3 are subject to the same restrictions as their Appointors;

31.2.4 are not deemed to be agents of or for their Appointors;

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

31.3 A person who is an Alternate Director but not a Director:-

31.3.1 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

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

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

31.4 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.

31.5 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:-

31.5.1 not participating in a Directors' meeting; and

31.5.2 would have been entitled to vote if they were participating in it

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

32. **TERMINATION OF ALTERNATE DIRECTORSHIP**

32.1 An Alternate Director's appointment as an Alternate terminates:-

32.1.1 when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

32.1.2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;

32.1.3 on the death of the Alternate's Appointor; or

32.1.4 when the Alternate's Appointor's appointment as a Director terminates.

33. **POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

33.1 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.

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

34. **PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES**

34.1 The Company may pay any person a commission in consideration for that person:-

34.1.1 subscribing, or agreeing to subscribe, for Shares; or

34.1.2 procuring, or agreeing to procure, subscription for Shares.

34.2 Any such commission may be paid:-

34.2.1 in cash, or in a fully paid or partly paid Shares or other securities, or partly in one way and partly in the other; and

34.2.2 in respect of a conditional or an absolute subscription.

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

35. **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

35.1 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.

36. **FRACTIONAL ENTITLEMENTS**

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

36.1.1 sell the Shares representing the fractions to any person (including the Company) for the best price reasonably obtainable; and

36.1.2 distribute the net proceeds of sale in due proportion among the holder of the Shares.

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

36.3 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 person.

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

37. **COMPANY'S LIEN OVER PARTLY PAID SHARES**

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

37.1.1 that Share's nominal value; and

37.1.2 any premium at which it was issued,

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

37.2 The Company's Lien over a Share:-

37.2.1 takes priority over any third party's interest in that Share; and

37.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

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

38. **ENFORCEMENT OF THE COMPANY'S LIEN**

38.1 Subject to the provisions of this Article, if:-

38.1.1 a lien enforcement notice has been given in respect of a Share; and

38.1.2 the person to whom the notice was given has failed to comply with it within 14 clear days,

the Company may sell that Share in such manner as the Directors decide. The provisions of Article 6 shall apply to any sale of Shares made by the Company pursuant to this Article (on the basis that a Mandatory Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 clear days as referred to above).

38.2 A lien enforcement notice:-

38.2.1 may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

38.2.2 must specify the Share concerned;

38.2.3 must require payment of the sum payable within 14 days of the notice;

38.2.4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, Bankruptcy or otherwise; and

38.2.5 must state the Company's intention to sell the Share if the notice is not complied with.

38.3 Where Shares are sold under this Article:-

38.3.1 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

38.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

38.4 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:-

38.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;

38.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.

38.5 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 sold to satisfy the Company's Lien on a specified date:-

38.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

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

39. **CALL NOTICES**

39.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**Call**") which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the Call Notice.

39.2 A Call Notice:-

39.2.1 may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);

39.2.2 must state when and how any Call to which it relates it is to be paid; and

39.2.3 may permit or require the Call to be paid by instalments.

39.3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 days have passed since the notice was sent.

39.4 Before the Company has received any Call due under a Call Notice the Directors may:-

39.4.1 revoke it wholly or in part; or

39.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.

40. **LIABILITY TO PAY CALLS**

40.1 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

40.2 Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share.

40.3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them:-

40.3.1 to pay Calls which are not the same, or

40.3.2 to pay Calls at different times.

41. **WHEN CALL NOTICE NEED NOT BE ISSUED**

41.1 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):-

41.1.1 on allotment;

41.1.2 on the occurrence of a particular event; or

41.1.3 on a date fixed by or in accordance with the terms of issue.

41.2 If the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

42. **FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**

42.1 In this Article:-

42.1.1 the "**Call Payment Date**" is the time when the Call Notice states that a Call is payable, unless the Directors give a notice specifying a later date, in which case the "Call Payment Date" is that later date;

42.1.2 the "**Relevant Rate**" is:-

- (a) the rate fixed by the terms on which the Share in respect of which the Call is due was allotted;
- (b) such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been determined by the Directors; or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

42.2 If a person is liable to pay a Call and fails to do so by the Call Payment Date:-

42.2.1 the Directors may issue a notice of intended forfeiture to that person; and

42.2.2 until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate.

42.3 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.

42.4 The Directors may waive any obligation to pay interest on a Call wholly or in part.

43. **NOTICE OF INTENDED FORFEITURE**

43.1 A notice of intended forfeiture:-

43.1.1 may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;

43.1.2 must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, Bankruptcy or otherwise;

43.1.3 must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice;

43.1.4 must state how the payment is to be made; and

43.1.5 must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.

44. **DIRECTOR'S POWER TO FORFEIT SHARES**

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

45. EFFECT OF FORFEITURE

45.1 Subject to these Articles, the forfeiture of a Share extinguishes:-

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

45.2 Any Share which is forfeited in accordance with these Articles:-

- 45.2.1 is deemed to have been forfeited when the Directors decide that it is forfeited;
- 45.2.2 is deemed to be the property of the Company; and
- 45.2.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.

45.3 If a person's Shares have been forfeited:-

- 45.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- 45.3.2 that person ceases to be a member in respect of those Shares;
- 45.3.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
- 45.3.4 that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
- 45.3.5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

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

46. PROCEDURE FOLLOWING FORFEITURE

46.1 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.

46.2 A statutory declaration by a Director or the Company that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:-

- 46.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- 46.2.2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

46.3 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.

46.4 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:-

46.4.1 was, or would have become, payable; and

46.4.2 had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

47. **SURRENDER OF SHARES**

47.1 A member may surrender any Share:-

47.1.1 in respect of which the Directors may issue a notice of intended forfeiture;

47.1.2 which the Directors may forfeit; or

47.1.3 which has been forfeited.

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

47.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.

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

48. **SHARE CERTIFICATES**

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

48.2 Every certificate must specify:-

48.2.1 in respect of how many Shares, and of what class, it is issued;

48.2.2 the nominal value of those Shares;

48.2.3 the amount paid up on them; and

48.2.4 any distinguishing numbers assigned to them.

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

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

48.5 Certificates must:-

48.5.1 have affixed to them the Company's common seal; or

48.5.2 be otherwise executed in accordance with the Companies Acts.

49. **REPLACEMENT SHARE CERTIFICATES**

49.1 If a certificate issued in respect of a Shareholder's Shares is:-

49.1.1 damaged or defaced; or

49.1.2 said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

49.2 A Shareholder exercising the right to be issued with such a replacement certificate:-

49.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

49.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

49.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

50. **SHARE TRANSFERS**

50.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if the Shares are not fully paid, the transferee.

50.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.

50.3 The Company may retain any instrument of transfer which is registered.

50.4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.

50.5 The Directors may refuse to register the transfer of any Share:-

50.5.1 which is not fully paid, to a person of whom they do not approve;

50.5.2 on which the Company has a lien;

50.5.3 unless:-

(a) it is lodged at its registered office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of Shares; and

(c) it is in favour of not more than four transferees;

(d) to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.

50.6 If the Directors refuse to register the transfer of a Share they shall within two months after the date on which the transfer was lodged send the transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed transfer may be fraudulent, the instrument of transfer.

51. TRANSMISSION OF SHARES

- 51.1 If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share.
- 51.2 A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require:-
- 51.2.1 may, subject to these Articles (including without limitation Article 7.1.3), choose either to become the holder of those Shares or to have them transferred to another person, and
- 51.2.2 subject to these Articles as aforesaid and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 51.3 But Transmittrees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares.

52. EXERCISE OF TRANSMITTEES' RIGHTS

- 52.1 Transmittrees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 52.2 If the Transmittree wishes to have a Share transferred to another person, the Transmittree must execute an instrument of transfer in respect of it.
- 52.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

53. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the Register of Members.

54. PROCEDURE FOR DECLARING DIVIDENDS

- 54.1 Subject to these Articles (including, without limitation, Article 4.1), the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 54.2 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.
- 54.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 54.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 54.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 54.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 54.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

55. CALCULATION OF DIVIDENDS

- 55.1 Except as otherwise provided by these Articles or the rights attached to the Shares, all dividends must be declared and distributed amongst the holders of Shares (as if the same were one class of share) proportionately according to the number of Shares held (and irrespective of the amount paid up on such Shares).
- 55.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.

56. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

- 56.1.1 the holder of the Share; or
- 56.1.2 if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- 56.1.3 if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

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

- 56.2.1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- 56.2.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- 56.2.3 sending a cheque made payable to such person by post at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or
- 56.2.4 any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

57. NO INTEREST ON DISTRIBUTIONS

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

- 57.1.1 the terms on which the Share was issued; or
- 57.1.2 the provisions of another agreement between the holder of that Share and the Company.

58. UNCLAIMED DISTRIBUTIONS

- 58.1 All dividends or other sums which are:-

- 58.1.1 payable in respect of Shares; and
- 58.1.2 unclaimed after having been declared or become payable,

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

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

58.3 If:-

58.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

58.3.2 the Distribution Recipient has not claimed it,

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

59. **NON-CASH DISTRIBUTIONS**

59.1 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).

59.2 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:-

59.2.1 fixing the value of any assets;

59.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

59.2.3 vesting any assets in trustees.

60. **WAIVER OF DISTRIBUTIONS**

60.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:-

60.1.1 the Share has more than one holder; or

60.1.2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise;

60.1.3 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.

61. **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

61.1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution:-

61.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

61.1.2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

61.2 Capitalised sums must be applied on behalf of the persons entitled and in the same proportions as a dividend would have been distributed to them.

- 61.3 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.
- 61.4 A capitalised sum which was appropriated from profits available for distribution may be applied:-
- 61.4.1 in or towards paying up any amounts unpaid on existing Shares held by the persons entitled; or
- 61.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 61.5 Subject to these Articles, the Directors may:-
- 61.5.1 apply capitalised sums in accordance with Articles 61.3 and 61.4 partly in one way and partly in another;
- 61.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- 61.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

62. NOTICE OF GENERAL MEETINGS

- 62.1 The notice of a general meeting of the Company must state:-
- 62.1.1 the time and date of the meeting;
- 62.1.2 the place of the meeting; and
- 62.1.3 the general nature of the business to be transacted.

63. ANNUAL GENERAL MEETINGS

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

64. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 64.1 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.
- 64.2 A person is able to exercise the right to vote at a general meeting when:-
- 64.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 64.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 64.3 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.
- 64.4 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.

- 64.5 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.

65. **QUORUM FOR GENERAL MEETINGS**

- 65.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 65.2 Subject to Article 4.6.1 of Part A, any two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation that is a member shall be a quorum at a general meeting.

66. **CHAIRING GENERAL MEETINGS**

- 66.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

- 66.2 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:-

66.2.1 the Directors present; or

66.2.2 (if no Directors are present), the meeting,

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

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

67. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

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

- 67.2 The chairman of the meeting may at the relevant meeting permit other persons who are not:-

67.2.1 Shareholders of the Company; or

67.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings;

to attend and speak at such meeting.

68. **ADJOURNMENT**

- 68.1 Subject to any provision to the contrary contained in Part A of these Articles, if the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it. Subject to any provision to the contrary contained in Part A as aforesaid, if at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

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

68.2.1 the meeting consents to an adjournment; or

68.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

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

68.4 Subject to any applicable provisions of Part A of these Articles with regard to the timing and location of any adjourned meeting and any requirement for B Shareholder Approval when adjourning a general meeting, the chairman of the meeting must:-

68.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

68.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

68.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-

68.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

68.5.2 containing the same information which such notice is required to contain.

68.6 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.

69. **VOTING: GENERAL**

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

70. **VOTING: MENTAL DISORDER**

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

71. **ERRORS AND DISPUTES**

71.1 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.

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

72. **POLL VOTES**

72.1 A poll on a resolution may be demanded:-

72.1.1 in advance of the general meeting where it is to be put to the vote; or

72.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 72.2 A poll may be demanded by:-
- 72.2.1 the chairman of the meeting;
 - 72.2.2 the Directors;
 - 72.2.3 two or more persons having the right to vote on the resolution; or
 - 72.2.4 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.
- 72.3 A demand for a poll may be withdrawn if:-
- 72.3.1 the poll has not yet been taken; and
 - 72.3.2 the chairman of the meeting consents to the withdrawal.
- 72.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs. The result of the poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 72.5 A demand for a poll does not prevent a general meeting from continuing except as regards the question on which the poll was demanded.
- 72.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.
73. **CONTENT OF PROXY NOTICES**
- 73.1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:-
- 73.1.1 states the name and address of the Shareholder appointing the proxy;
 - 73.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 73.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 73.1.4 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.
- 73.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 73.3 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.
- 73.4 Unless a Proxy Notice indicates otherwise, it must be treated as:-
- 73.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 73.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

74. DELIVERY OF PROXY NOTICES

- 74.1 Any notice of a general meeting must specify the address or addresses ("**Proxy Notification Address**") at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 74.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 74.3 Subject to Articles 74.4 and 74.5, a Proxy Notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting which it relates.
- 74.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 74.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:-
- 74.5.1 in accordance with Article 74.3; or
- 74.5.2 at the meeting at which the poll was demanded to the chairman of the meeting, the secretary or any Director.
- 74.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 74.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 74.8 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.

75. AMENDMENTS TO RESOLUTIONS

- 75.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- 75.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- 75.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 75.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- 75.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 75.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 75.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

76. NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY

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

77. CLASS MEETINGS

The provisions of these Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares.

78. MEANS OF COMMUNICATION TO BE USED

78.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

78.2 Except insofar as the Companies Act requires otherwise and save in respect of any notices sent by a B Shareholder Majority or the B Director pursuant to a provision of Part A of these Articles, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

78.3 In the case of joint holders of a Share, except insofar as these Articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the Register of Members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.

78.4 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.

78.5 A member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the Company. If the address is that member's address for sending or receiving documents or information by electronic means the Directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.

78.6 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 to be sent or supplied with such notices or documents for the time being.

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

79. WHEN INFORMATION DEEMED TO HAVE BEEN RECEIVED

79.1 Any document or information sent or supplied by the Company or a member shall be deemed to have been received by the intended recipient:-

79.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

79.1.2 where (without prejudice to Article 78.5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

79.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;

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

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

80. COMPANY SEALS

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

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

80.3 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.

80.4 In this Article, an authorised person is:-

80.4.1 any Director of the Company;

80.4.2 the Company (if any); or

80.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

81. 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.

82. 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.

83. INDEMNITY AND INSURANCE

83.1 Subject to Article 83.2, a Relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:-

83.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company; and/or

83.1.2 any other liability incurred by that Director as an officer of the Company or an associated Company.

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

83.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

83.4 In this Article:-

83.4.1 a "**Relevant Director**" means any Director or former Director of the Company or an associated Company;

83.4.2 a "**Relevant Loss**" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and

83.4.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.