

COMPANIES ACT 2006

WRITTEN RESOLUTION

Company Number: 9375778

PLACES DEVELOPMENTS (HOLDINGS) LIMITED

On 24 April 2018 the following written resolution was agreed and passed by the members as a special resolution:

SPECIAL RESOLUTION

THAT, the articles of association produced to the meeting (the “**New Articles of Association**”) be adopted in substitution for the existing articles of association of the Company.



.....
C P Martin
Company Secretary
Places Developments (Holdings) Limited
The White House
10 Clifton
York
YO30 6AE

SATURDAY



A19 *A779801E* #71
02/06/2018
COMPANIES HOUSE

Company No. 09375778

Articles of Association of Places Developments (Holdings) Limited

Incorporated 6 Jan 2015

Adopted by written resolution passed on 24 April 2018

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PLACES DEVELOPMENTS (HOLDINGS) LIMITED

Adopted by written resolution passed on 24 April 2018

1. PRELIMINARY

The regulations contained in Table A of The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) ("Table A") shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. INTERPRETATION

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"2006 Act"	the Companies Act 2006 (as amended from time to time)
"Acting in Concert"	has the meaning given to it in the City Code on Takeovers and Mergers
"Actual EBITDA"	in respect of any financial year during the Relevant Period, the Company's EBITDA (consolidated and adjusted as appropriate to reflect any income attributable to any Subsidiary Undertakings of the Company and/or the appropriate proportion of any income attributable to any joint venture interests of the Company

	and/or any Subsidiary Undertaking of the Company (in each case where applicable)), as determined in accordance with Article 2.4 and as adjusted in accordance with Article 18.2.1
"Approved Offer"	has the meaning given to it in Article 23.2.1
"these Articles"	these Articles of Association as amended from time to time
"Average EBITDA"	the average Actual EBITDA over the Relevant Period, provided that where such average Actual EBITDA is less than the average Plan EBITDA over the same Relevant Period, Average EBITDA shall be zero
"Buyer"	has the meaning given in Article 23.1.1
"B Call Option"	the right of the Majority Shareholder to require the transfer to it (or such person as the Majority Shareholder may designate) of all or some of the B Shares in accordance with the provisions of Article 19
"B Call Price"	the price payable on exercise of a B Call Option calculated in accordance with Article 20
"B Call Shares"	has the meaning given in Article 19.1
"B Call Window"	a) the period beginning on the day on which the Majority Shareholder reasonably believes that a Company Listing, a Parent Listing or a Parent Sale will occur and ending on such day as determined by the Majority Shareholder, being no later than the completion of such event;

b) the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2019;

c) the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2020;

d) the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2021; and

e) the period commencing on the day following the End Date and ending on exercise of a B Call Option

"B Percentage"

20 per cent

"B Put Option"

the right of a B Shareholder to require the purchase of all or some of their B shares by the Company (or such person as the Company may designate) in accordance with the provisions of **Article 21**

"B Put Price"

the price payable on exercise of a B Put Option calculated in accordance with **Article 22**

"B Put Shares"

has the meaning given in **Article 21.1**

"B Put Window"

a) the period beginning on the day on which the Majority Shareholder reasonably believes that a Company

Listing, a Parent Listing or a Parent Sale will occur and ending on such day as determined by the Majority Shareholder, being no later than the completion of such event;

b) the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2019;

c) the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2020; and

d) the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2021;

"B Shareholder"

a holder of B Shares

"B Shares"

the B ordinary shares of £0.001 each in the capital of the Company

"B Surplus Amount"

has the meaning given in **Article 17.1.3.1**

"B Threshold"

£23,680,000, subject to any adjustment in accordance with **Article 18.1**

"Capital Return"

a distribution of assets to shareholders on a liquidation, dissolution or winding up of the Company or on a return of capital (other than a conversion,

redemption or purchase of shares by the Company)

"Cash Equivalent Value"

with regard to non-cash consideration *paid on a Company Sale*, the market value on that day expressed in sterling or where relevant its net present value (calculated using such discount (if any) as is appropriate given all the circumstances) in each case as determined by the directors and approved by the Remuneration Committee, whose determination following such approval and in the absence of manifest error shall be conclusive

"Company Listing"

the effective admission of any shares in the Company to listing on the Official List of the UK Listing Authority or to trading on the AIM market of the London Stock Exchange or to trading on any other stock exchange

"Company Sale"

the acquisition (for cash or other consideration), by a person or persons who are Acting in Concert, of all, or substantially all, the shares in the Company (whether as part of a single transaction or a series of connected transactions)

"Drag Along Right"

has the meaning given in **Article 24.1**

"EBITDA"

earnings before interest, tax, depreciation and amortisation

"electronic means"

a document or information sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic

	means (as defined by section 1168 of the 2006 Act)
"eligible directors"	has the meaning given in Model Article 8(3)
"End Date"	the end of the B Call Window which commences following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2021
"Exit Event"	a Company Sale, a Trade Sale or Capital Return (other than a Parent Company Reorganisation)
"Initial Put Price"	has the meaning given in Article 16.1
"Intra-Group Transaction"	any transaction (including but not limited to any business acquisitions or disposals) between: <ul style="list-style-type: none"> a) any Sub-Group Company or any joint venture interest of any Sub-Group Company; and b) any company in the PfP Group or any joint venture interest of any company in the PfP Group (other than any Sub-Group Company or any joint venture interest of any Sub-Group Company)
"Majority Shareholder"	a shareholder or shareholders together holding a majority of the voting rights in the Company, or holding the right to appoint or remove a majority of its board of directors, or controlling alone, pursuant to an agreement with other members, a majority of the voting rights in it. (further supplementary

explanation is found within paragraph (2) of Schedule 6 to the 2006 Act)

“Net Debt”

the aggregate net debt of the Company (consolidated and adjusted as appropriate to reflect any net debt attributable to Subsidiary Undertakings of the Company and/or the appropriate proportion of any net debt attributable to any joint venture interests of the Company and/or any Subsidiary Undertaking of the Company (in each case where applicable)) as at the end of the Relevant Period, as determined in accordance with **Article 2.4** and as adjusted in accordance with **Article 18.2.2** and **Article 18.2.3**. For the avoidance of any doubt, net debt shall be the aggregate amount outstanding of all borrowings or indebtedness (excluding any amounts arising between Sub-Group Companies and/or joint venture interests of any Sub-Group Companies) and shall comprise money borrowed and debt balances at banks or other financial institutions or Parent Undertakings or any other holders of any relevant joint venture interests which are not also Parent Undertakings, any finance leases and amounts owed on the issue of bonds, loan notes, debentures, loan stock or any other similar instrument, less cash and other liquid assets (as determined by the Remuneration Committee, acting reasonably) held by any Sub-Group Companies and/or any joint venture interests of the Company and/or any Subsidiary Undertaking of the Company. For the avoidance of doubt, if the amounts owed by the Sub-Group exceed the cash and other liquid assets, Net Debt shall be

expressed as a positive figure in the formula in "Value" and if the cash and liquid assets exceed the amounts owed, Net Debt shall be expressed as a negative figure

"Ordinary Share"

an ordinary share of £0.001 in the capital of the Company (which, for the avoidance of any doubt, does not include the B Shares)

"Other Shareholders"

has the meaning given in **Article 24.1**

"Parent Company Reorganisation"

a transfer or reorganisation of the shares of the Company (whether including or excluding the B Shares) or of shares in a Parent Undertaking of the Company in either case where, as a result, the Company or the relevant Parent Undertaking (as appropriate) has substantially the same ultimate shareholders as those immediately before the transfer or reorganisation and which, in the reasonable opinion of the Remuneration Committee, is in the nature of an internal reorganisation or reconstruction of the Company or the relevant Parent Undertaking (as appropriate)

"Parent Listing"

the effective admission of any shares in a Parent Undertaking of the Company to listing on the Official List of the UK Listing Authority or to trading on the AIM market of the London Stock Exchange or to trading on any other stock exchange

"Parent Sale"

the acquisition (for cash or other consideration), by a person or persons who are Acting in Concert, of all, or substantially all, the shares in a Parent Undertaking of the Company (whether as part of a single transaction or a series of connected transactions)

	(other than a Company Sale or a Parent Company Reorganisation)
"Parent Undertaking"	has the meaning given by section 1162 of the Companies Act 2006
"PfP"	Places for People Group Limited (registered in England and Wales with company number 03777037)
"PfP Group"	PfP and any Parent Undertaking of PfP and any Subsidiary Undertaking of PfP and/or of any Parent Undertaking of PfP
"Plan EBITDA"	in respect of any financial year during the Relevant Period, EBITDA of the Company (consolidated and adjusted as appropriate to reflect any income attributable to any Subsidiary Undertakings of the Company and/or the appropriate proportion of any income attributable to any joint venture interests of the Company and/or any Subsidiary Undertaking of the Company (in each case where applicable)) as set out or derived (in whole or part) from the Company's business plan agreed with the board of directors of PfP on 24 February 2016 in respect of Zero C Holdings Limited and in September 2016 in respect of Allenbuild Limited (in each case as documented in writing and notified by the directors to the shareholders on or before the date on which these Articles are adopted)
"Preference Share"	a 2 per cent participating preference share of £1 in the capital of the Company
"Proceeds"	a) in the case of a Company Sale, the purchase price (or, in the case of non-cash consideration, the Cash Equivalent Value of such purchase

price) payable upon the Company Sale less the relevant costs, expenses or other liabilities in connection with the Company Sale;

- b) in the case of a Trade Sale, the purchase price (or, in the case of non-cash consideration, the Cash Equivalent Value of such purchase price) less the relevant costs, expenses or other liabilities in connection with the Trade Sale and less any amounts applied in payment or discharge of the Company's liabilities; and
- c) in the case of a Capital Return, the surplus assets of the Company after payment or discharge of its liabilities and which are available for distribution to shareholders

"Putting Shareholder"

has the meaning given in **Article 21.1**

"Relevant Period"

- a) where a B Call Option or B Put Option is exercised in connection with a Company Listing, a Parent Listing or a Parent Sale, such period as the Remuneration Committee in its absolute discretion considers to be appropriate providing that the Relevant Period may not commence earlier than 1 April 2016;
- b) where a B Call Option or B Put Option is exercised during the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2019, the

three financial years commencing with the financial year ending 31 March 2017;

- c) where a B Call Option or B Put Option is exercised during the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2020, the three financial years commencing with the financial year ending 31 March 2018; or
- d) where a B Call Option or B Put Option is exercised during the period of 60 days following the date on which the directors of the Company approve and sign-off the Company's audited accounts (being the accounts which will be filed at Companies House) for the financial year ending 31 March 2021, the three financial years commencing with the financial year ending 31 March 2019

"Remuneration Committee"

the remuneration committee of the board of directors of PfP from time to time

"Shareholders' Agreement"

any shareholders' agreement or similar document between some or all of the shareholders and the Company (which such shareholders agree shall apply to them in their capacity as shareholders) in force from time to time

"Statutes"

the Companies Acts as defined in section 2 of the 2006 Act and every

other statute, order, regulation or other subordinate legislation in force from time to time relating to companies and affecting the Company

"Sub-Group Company"

the Company and any Subsidiary Undertaking of the Company and **"Sub-Group"** will be construed accordingly

"Subsidiary Undertaking"

has the meaning given by section 1162 of the Companies Act 2006

"Trade Sale"

the sale of all, or substantially all, of the assets (including intellectual property and goodwill) of the Company to a purchaser or transferee which is not a Sub-Group Company

"United Kingdom"

Great Britain and Northern Ireland

"Value"

$(AE \times TM) - ND$

Where:

AE is Average EBITDA

TM is the agreed trading multiple of 5

N is Net Debt

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company.
- 2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.
- 2.4 For the purposes of determining Actual EBITDA and Net Debt, the following principles shall apply:
- 2.4.1 where the Company has one or more Subsidiary Undertakings and/or joint venture interests:

- 2.4.1.1 if the Company is producing and filing at Companies House audited consolidated accounts, Actual EBITDA and Net Debt shall be as set out in or derived from the Company's audited consolidated accounts for the relevant financial year; or
- 2.4.1.2 if the Company is not producing and filing at Companies House audited consolidated accounts, Actual EBITDA and Net Debt shall be determined by the Remuneration Committee based on the audited company only accounts of each of the Company and its Subsidiary Undertakings and/or any joint venture interests of the Company and/or any Subsidiary Undertaking of the Company for the relevant financial year and in accordance with generally accepted accounting principles; or
- 2.4.2 where the Company has no Subsidiary Undertakings and no joint venture interests, Actual EBITDA and Net Debt shall be as set out or derived from the Company's audited company only accounts for the relevant financial year,

provided that, where a B Call Option or B Put Option is exercised in connection with a Company Listing, a Parent Listing or a Parent Sale, Actual EBITDA and Net Debt for the financial year during which such event occurs and/or the previous financial year may be determined by the Remuneration Committee by reference to the most recent unaudited accounts and/or management accounts.

3. UNANIMOUS DECISIONS OF DIRECTORS

A decision of the directors 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. Model Article 8(2) shall not apply to the Company.

4. DIRECTORS' MEETINGS

- 4.1 The quorum necessary for the transaction of the business of the directors or of any Committee of the directors shall be one director or such other number as the directors may from time to time determine. Model Article 11(2) shall not apply.

- 4.2 The following shall be added as paragraph (4) to Model Article 11:

"(4) If, as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a directors' meeting then the following shall apply:

- (a) if the eligible directors participating in the meeting do not constitute a quorum then the quorum for the purposes of the meeting shall be reduced by one for each director who cannot vote or be counted in the quorum; and
 - (b) if despite sub-paragraph (a) the eligible directors participating in the meeting still do not constitute a quorum or there are no eligible directors then the meeting must be adjourned to enable the shareholders to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company."
- 4.3 Model Article 9(4) shall not apply to the Company. Where notice of a directors' meeting has not been received by a director, it shall not affect the validity of the meeting, or of any business conducted at it.

5. DIRECTORS' INTERESTS

- 5.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director:
 - 5.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 5.1.2 may hold any other office or employment with the Company (other than the office of auditor);
 - 5.1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested;
 - 5.1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor); and/or
 - 5.1.5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 5.1.1 to 5.1.4** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 5.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have (or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation), a director will be entitled to participate in the decision making process for voting and quorum

purposes on any of the matters referred to in **Articles 5.1.1 to 5.1.4** and in any of the circumstances set out in Model Articles 14(3) and 14(4).

5.3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting.

5.4 For the purposes of **Article 5.1**:

5.4.1 a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest;

5.4.2 a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question; and

5.4.3 an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director.

5.5 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

6. APPOINTMENT AND REMOVAL OF DIRECTORS

In addition to the powers granted by Model Article 17(1), the Majority Shareholder may at any time, and from time to time, appoint any person to be a director, either as an additional director or to fill a vacancy and may remove from office any director however appointed. Any such appointment or removal shall be effected by notice in writing to the Company signed by the Majority Shareholder or, if the Majority Shareholder is a body corporate, signed by one of its directors or duly authorised officers or by its duly authorised attorney.

7. TERMINATION OF DIRECTOR'S APPOINTMENT

7.1 Directors who are appointed as non-executive directors shall, unless removed in accordance with **Article 6**, cease to be a director after a period of six years from the date of their appointment and shall tender their resignation with effect from this date. Directors subject to this article may be eligible for re-appointment as a director subject to approval by the directors.

7.2 In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) and **Article 7.1**, a person ceases to be a director as soon as that person is removed from office as a director pursuant to **Article 6**.

8. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

8.1 Any Director (other than an alternate director) (Appointor) may appoint as an alternate any other director, or any other person approved by resolution of the Directors, to:

-
- 8.1.1 exercise that Director's powers; and
 - 8.1.2 carry out that Director's responsibilities,
 - in relation to the taking of decisions by the Directors, in the absence of the Appointor.
 - 8.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.
 - 8.3 The notice must:
 - 8.3.1 identify the proposed alternate; and
 - 8.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.

9. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 9.1 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 Appointor.
- 9.2 Except as the Articles specify otherwise, alternate directors are:
 - 9.2.1 deemed for all purposes to be Directors;
 - 9.2.2 liable for their own acts and omissions;
 - 9.2.3 subject to the same restrictions as their Appointors; and
 - 9.2.4 not deemed to be agents of or for their Appointors
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of directors of which his Appointor is a Member.
- 9.3 A person who is an alternate director but not a Director:
 - 9.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
 - 9.3.2 may participate in a unanimous decision of the Directors; and
 - 9.3.3 shall not be counted as more than one director for the purposes of Model Article 11.

- 9.4 A Director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors.
- 9.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

10. TERMINATION OF ALTERNATE DIRECTORSHIP

- 10.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 10.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 10.1.2 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;
 - 10.1.3 on the death of the alternate's Appointor; or
 - 10.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

11. DIRECTORS' PENSIONS AND GRATUITIES

In addition to the provisions of Model Article 19(3)(b), the directors may exercise all the powers of the Company to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for present or former directors or employees (or their dependants) of the Company or any Subsidiary Undertaking or associated undertaking (as defined in section 497(4) of the 2006 Act) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

12. SHARES

- 12.1 The directors are prohibited from exercising any of the powers conferred upon them by section 550 of the 2006 Act except that for the purposes of section 551 of the 2006 Act, the directors are generally and unconditionally authorised to allot shares in the Company or to grant rights to subscribe for, or to convert any security into, shares in the Company up to a maximum nominal value of £1,001,000, provided that this authority shall expire 5 years after the adoption of these Articles, unless previously renewed, revoked or varied except that the

Company may, before such expiry, make an offer or agreement which will or may require the allotment of shares or the grant of rights to subscribe for, or convert any security, into shares in the Company, after such expiry.

12.2 *Existing shareholders' rights of pre-emption excluded*

In accordance with section 567(1) and (2) of the 2006 Act which relate to the right by a private company to exclude the right of pre-emption on the allotment of shares, sections 561(1) and 562 (1) to (5) (inclusive) of that Act (relating to the existing shareholders' right of pre-emption, and the communication of pre-emption offers to shareholders) shall not apply to the Company.

12.3 No shares in the Company shall be allotted and no rights to subscribe for or convert any security into shares in the Company shall be granted without the prior consent in writing of the Majority Shareholder nor shall any share be issued at a discount or issued in breach of these Articles or the 2006 Act.

13. TRANSFER OF SHARES

13.1 Model Article 26(5) shall be amended by the addition of the following words: "The directors may not refuse to register the transfer of a share made with the prior written approval of the Majority Shareholder. In any other case, with the exception of any transfer permitted by **Article 13.3**," before the words "the directors may refuse to register".

13.2 Where these Articles, any agreement to subscribe for shares in the Company or any Shareholders' Agreement provides that any B Shares must be transferred to the Company or the Majority Shareholder (or such other person as the relevant party may nominate) the relevant B Shares shall be transferred free of encumbrances and with all rights attaching to them and on completion:

13.2.1 the amount (if any) due to the relevant B Shareholder shall be paid subject to such deductions for tax, national insurance or otherwise as may be required by law;

13.2.2 any director shall have the power as attorney of any B Shareholder to execute on behalf of and in the name of the relevant B Shareholder all such documents as may be necessary or desirable in order to implement the transfer of the relevant B Shares to the relevant transferee;

13.2.3 any director shall cause the relevant transferee to be registered as the holder of the relevant B Shares and after such registration the validity of such proceedings shall not be questioned by any person; and

13.2.4 if any B Shareholder fails or refuses to deliver up the share certificate or certificates held by him before completion of the transfer or fails to

nominate a UK bank account for the proceeds of such transfer then the transfer monies payable to that B Shareholder may be set aside and paid into a separate account with the Company's bankers and that setting aside shall be deemed for all purposes to be a payment to that B Shareholder and all that B Shareholder's rights as a holder of relevant B Shares shall cease and determine from the date fixed for completion of the transfer of those shares. Neither the Company nor the Majority Shareholder (nor any designate) shall be responsible for the safe custody of the monies placed on deposit or for interest on it.

- 13.3 No B Shares may be transferred without the prior written consent of the Remuneration Committee unless the transfer is made in accordance with **Articles 16, 17, 19, 21, 23 or 24**.

14. TRANSMITTEES BOUND BY PRIOR NOTICES

Model Article 29 shall be amended by the insertion of the words “, or the name of any person nominated under Model Article 27(2), “after the words “the transmittee’s name”.

15. DIVIDENDS AND OTHER DISTRIBUTIONS

- 15.1 Model Article 30(1) shall be amended by the addition of the following words: “Subject to **Article 15.2** and to **Article 17.4**, dividends may be paid on one class of shares to the exclusion of any other class of shares. A dividend may only be declared or paid in respect of B Shares with the prior consent of the Remuneration Committee in circumstances where all of the following conditions are satisfied:

- 15.1.1 the dividend is paid or declared in circumstances in which there are no unpaid arrears of preferential dividend due in respect of the Preference Shares in accordance with **Article 15.2.1**; and
- 15.1.2 the dividend is paid or declared following a Trade Sale; and
- 15.1.3 the Proceeds of such Trade Sale exceed the B Threshold; and
- 15.1.4 the resolution by which that dividend is declared or resolved to be paid specifically states that the dividend is declared in respect of the B Shares.”

- 15.2 The Preference Shares shall give the holders thereof the rights:

- 15.2.1 to receive, if the directors at their discretion so resolve, a fixed preferential dividend at the rate of 2 per cent per annum on the capital for the time being paid up thereon including any premium, to be paid (to the extent there are profits available for distribution) annually on 31

March in each year in respect of the period of 12 months ended on that date; and

- 15.2.2 to participate with the holders of the Ordinary Shares, in proportion to the amounts (including premium) respectively paid up on the Ordinary Shares and Preference Shares, in all other distributions declared, made or paid by the Company.
- 15.3 Model Article 30(4) shall be amended by the insertion of the words "on which the dividend is paid" between the words "shares" and "on the date".

16. INITIAL PUT OPTION

- 16.1 At any time within six months of any B Shares being issued and allotted, the holder of such B Shares may by written notice to the Company require the Company to purchase (or to procure that such person as it may designate shall purchase) all (and not some only) of the B Shares held by him at a price of £2.00 per B Share (the "**Initial Put Price**").
- 16.2 Any holder of B Shares who serves a notice in accordance with **Article 16.1** shall not be entitled to withdraw their notice of exercise except with the consent of the directors.
- 16.3 Subject to **Article 16.2**, following service of a notice the relevant B Shareholder shall be obliged to transfer his B Shares to the Company (or such person as the Company may designate) and the Company shall be obliged to purchase (or shall be obliged to procure that such designated person shall purchase) those B Shares at the Initial Put Price and completion of the sale and purchase of those B Shares shall take place within 10 business days.
- 16.4 Payment for the B Shares transferred pursuant to **Article 16.3** shall be paid in cash or by cheque or bank transfer on completion of the sale and purchase of the B Shares.

17. SHARE RIGHTS – EXIT EVENTS

- 17.1 On a Company Sale or a Capital Return (other than a Parent Company Reorganisation), the Proceeds shall be applied (to the extent that the Company is lawfully permitted to do so) as follows:
 - 17.1.1 first in paying to the holders of the Preference Shares, in priority to any payment to the holders of other shares in the capital of the Company, the amounts paid up on the Preference Shares held by them including any premium, and of any dividend on the Preference Shares held by them, calculated down to the date of such repayment;

17.1.2 where the value of the Proceeds is less than or equal to the B Threshold, the balance of the Proceeds (to the extent not already applied pursuant to **Article 17.1.1**) shall be distributed among the holders of Preference Shares and Ordinary Shares participating in the Company Sale or a Capital Return in proportion to the amounts (including premium) respectively paid up on them; or

17.1.3 where the value of the Proceeds is greater than the B Threshold, the balance of the Proceeds (to the extent not already applied pursuant to **Article 17.1.1**) shall be distributed among the holders of shares participating in the Company Sale or a Capital Return as follows:

17.1.3.1 in paying to the B Shareholders an amount (the "**B Surplus Amount**") determined by the following formula:

$$(P - BT) \times BP$$

Where:

P is the amount of the Proceeds

BT is the B Threshold

BP is the B Percentage

and the surplus distributable per B Share shall be the B Surplus Amount divided by the higher of (a) 5,000, and (b) the total number of B Shares in issue at the relevant time; and

17.1.3.2 the balance of the Proceeds shall be distributed among the holders of Preference Shares and Ordinary Shares participating in the Company Sale or a Capital Return in proportion to the amounts (including premium) respectively paid up on them

and in determining the amount of Proceeds to be distributed, the amount received by B Shareholders under the terms of an Approved Offer shall be taken into account.

17.2 Subject to **Article 17.3**, in the event of a Company Sale (other than a Parent Company Reorganisation), the directors of the Company shall not register any

transfer of shares unless the Proceeds are distributed amongst those shareholders selling shares pursuant to that Company Sale as set out in **Article 17.1**.

17.3 If the Proceeds are not settled in their entirety upon completion of the Company Sale:

17.3.1 the directors of the Company shall not be prohibited from registering the transfer of the shares so long as the Proceeds are or will be distributed in the amounts set out in **Article 17.1**; and

17.3.2 the shareholders shall take any action required to ensure that the Proceeds in their entirety are distributed as set out in **Article 17.1**.

17.4 In the event of a Trade Sale, the Proceeds of such Trade Sale shall be distributed amongst the shareholders on the basis of the principles set out in **Article 17.1** to the extent that the directors determine that there should be a distribution, without prejudice to their absolute discretion to determine that all or any part of the Proceeds should be re-invested or retained for any other purpose. Any distribution of such Proceeds shall be distributed amongst the Shareholders (to the extent that the Company is lawfully permitted to do so) in the same manner as if they were dividends and distributions under Model Article 30(1) (as amended in accordance with **Article 15.1**) or a Capital Return under **Article 17.1** (as the case may be).

18. ADJUSTMENTS

18.1 In the event of:

18.1.1 a fundraising, rights issue or any other dilutive issue of shares by the Company,

18.1.2 any acquisition or disposal by any Sub-Group Company of any subsidiary, business or material assets,

the directors of the Company (with the consent of the Remuneration Committee) shall have the discretion to increase the B Threshold or otherwise make such adjustment to the capital rights of the B Shares so as to ensure that, in the reasonable opinion of the Remuneration Committee, the B Shareholders are neither prejudiced by nor have their positions improved by such share issue.

18.2 For the purposes of determining Value:

18.2.1 the directors of the Company (with the consent of the Remuneration Committee) shall have the discretion to make such adjustments to Actual EBITDA as are, in the reasonable opinion of the Remuneration Committee, appropriate to:

- 18.2.1.1 exclude the impact of any accounting charges incurred in relation to the issue of B Shares; and/or
- 18.2.1.2 reflect any Intra-Group Transaction which is considered, in the reasonable opinion of the Remuneration Committee, not to have taken place at an arms' length price (and for such purpose the Remuneration Committee may, but is not obliged to, obtain external independent verification of such price); and/or
- 18.2.2 Net Debt shall be adjusted by adding an amount equal to the aggregate cash equivalent value of any dividends declared and paid by the Company to the holders of Ordinary Shares and/or Preference Shares during the Relevant Period (other than any dividends paid to the holders of Ordinary Shares and/or Preference Shares following a Trade Sale in circumstances where all or any part of the Proceeds of such Trade Sale have been distributed in accordance with **Article 17.4** by way of a dividend or distribution under Model Article 30(1) (as amended in accordance with **Article 15.1**)), and provided that for these purposes only dividends declared and paid to the holders of Preference Shares pursuant to **Article 15.2.2** shall be so added, while any fixed preferential dividend paid pursuant to **Article 15.2.1** shall not be so added; and/or
- 18.2.3 the directors of the Company (with the consent of the Remuneration Committee) shall have the discretion to make such adjustments to Net Debt as are, in the reasonable opinion of the Remuneration Committee, appropriate to reflect any Intra-Group Transaction which is considered, in the reasonable opinion of the Remuneration Committee, not to have taken place at an arms' length price (and for such purpose the Remuneration Committee may, but is not obliged to, obtain external independent verification of such price).

19. B CALL OPTION – GENERAL

- 19.1 In each B Call Window the Majority Shareholder may exercise a B Call Option by notice in writing to one or more relevant B Shareholders and the Company setting out the number of B Shares (the "**B Call Shares**") that the Majority Shareholder (or such other person as the Majority Shareholder may designate) wishes to buy from each relevant B Shareholder at the B Call Price.
- 19.2 The B Call Price shall be determined by the Company and notified to the Majority Shareholder within fifteen business days of receipt by the Company of a notice of exercise of a B Call Option.

- 19.3 The Majority Shareholder shall be entitled to withdraw its notice of exercise of a B Call Option within five business days following notification of the B Call Price by the Company in accordance with **Article 19.2**. Subject to **Article 19.6**, if a notice of exercise is not withdrawn within this period it shall be irrevocable except with the consent of the directors.
- 19.4 Subject to **Article 19.3**, on service of a notice of exercise of a B Call Option, the Majority Shareholder (or its designate) shall be obliged to purchase, and the relevant B Shareholder to transfer to the Majority Shareholder (or its designate), the B Call Shares at the B Call Price and completion of the sale and purchase of the B Call Shares shall take place at a time determined by the Majority Shareholder (provided that where the B Call Option is being exercised in connection with a Company Listing, a Parent Listing or a Parent Sale, completion shall take place no later than immediately prior to completion of such event).
- 19.5 Payment of the B Call Price for the B Call Shares transferred pursuant to **Article 19.4** shall be made in cash (payable by cheque or bank transfer) on or as soon as reasonably practicable after the date of completion of the sale and purchase of the B Call Shares.
- 19.6 If prior to completion of the sale and purchase of the B Call Shares, an Exit Event becomes likely to occur, the notice of exercise of the B Call Option shall be deemed to be withdrawn. If such Exit Event does not occur, the notice of exercise of the B Call Option shall be deemed reinstated and the period from withdrawal to the date of reinstatement will be disregarded for the purposes of the time limits in this **Article 19**.

20. B CALL OPTION – B CALL PRICE

- 20.1 Where a B Call Option is exercised at any time on or prior to the End Date, the B Call Price shall be an amount, per B Call Share, determined by the following formula:

$$\frac{(V - BT) \times BP}{N}$$

Where:

V is the Value on the day on which the notice of exercise of the B Call Option is given

BT is the B Threshold

BP is the B Percentage

N is the higher of (a) 5,000 and (b) the total number of B Shares in issue at the relevant time

providing that:

- 20.1.1 where a B Call Option is exercised at any time following a Trade Sale where all or any part of the Proceeds of such Trade Sale have been distributed in accordance with **Article 17.4** by way of a dividend or distribution under Model Article 30(1) (as amended in accordance with **Article 15.1**), the B Call Price must be approved by the Remuneration Committee prior to notification of the B Call Price in accordance with **Article 19.2** and the Remuneration Committee may make such adjustments to the B Call Price as are, in the reasonable opinion of the Remuneration Committee, appropriate to reflect any dividends or distributions paid to the holders of Ordinary Shares and/or the holders of B Shares and/or the holders of Preference Shares pursuant to **Article 15.2.2** following such Trade Sale; and
- 20.1.2 the amount payable on exercise of a B Call Option shall not be less than £1 in aggregate for a B Shareholder's entire holding of B Call Shares.
- 20.2 Where a B Call Option is exercised during the B Call Window commencing on the day following the End Date, the B Call Price shall be £1 in aggregate for a B Shareholder's entire holding of B Call Shares.

21. B PUT OPTION – GENERAL

- 21.1 In each B Put Window a B Shareholder (a "**Putting Shareholder**") may exercise a B Put Option by notice in writing to the Company setting out the number of B Shares (the "**B Put Shares**") that the Putting Shareholder wishes to sell to the Company (or such person as the Company may designate) at the B Put Price.
- 21.2 The B Put Price shall be determined by the Company and notified to the Putting Shareholder within fifteen business days of receipt by the Company of a notice of exercise of a B Put Option.
- 21.3 The Putting Shareholder shall be entitled to withdraw its notice of exercise of a B Put Option within five business days following notification of the B Put Price by the Company in accordance with **Article 21.2**. Subject to **Article 21.6**, if a notice of exercise is not withdrawn within this period it shall be irrevocable except with the consent of the directors.
- 21.4 Subject to **Article 21.3**, following service of a notice of exercise of a B Put Option, the Putting Shareholder shall be obliged to transfer to the Company or (or its designate), and the Company shall be obliged to purchase (or to procure that its designate shall purchase), the B Put Shares at the B Put Price and completion of

the sale and purchase of the B Put Shares shall take place on the sixth business day following the determination of the B Put Price in accordance with **Article 21.2** (or such other date as the Putting Shareholder and the Company (or its designate) may agree).

- 21.5 Payment of the B Put Price for the B Put Shares transferred pursuant to **Article 21.4** shall be made in cash (payable by cheque or bank transfer) on or as soon as reasonably practicable after the date of completion of the sale and purchase of the B Put Shares.
- 21.6 If prior to completion of the sale and purchase of the B Put Shares an Exit Event becomes likely to occur, the notice of exercise of the B Put Option shall be deemed to be withdrawn. If such Exit Event does not occur, the notice of exercise of the B Put Option shall be deemed reinstated and the period from withdrawal to the date of reinstatement will be disregarded for the purposes of the time limits in this **Article 21**.

22. B PUT OPTION – B PUT PRICE

- 22.1 Where a B Put Option is exercised at any time, the B Put Price shall be an amount, per B Put Share, determined by the following formula:

$$\frac{(V - BT) \times BP}{N}$$

Where:

V is the Value on the day on which the notice of exercise of the B Put Option is given

BT is the B Threshold

BP is the B Percentage

N is the higher of (a) 5,000 and (b) the total number of B Shares in issue at the relevant time

providing that:

- 22.1.1 where a B Put Option is exercised at any time following a Trade Sale where all or any part of the Proceeds of such Trade Sale have been distributed in accordance with **Article 17.4** by way of a dividend or distribution under Model Article 30(1) (as amended in accordance with **Article 15.1**), the B Put Price must be approved by the Remuneration Committee prior to notification of the B Put Price in accordance with **Article 21.2** and the Remuneration Committee may make such

adjustments to the B Put Price as are, in the reasonable opinion of the Remuneration Committee, appropriate to reflect any dividends or distributions paid to the holders of Ordinary Shares and/or the holders of B Shares and/or the holders of Preference Shares pursuant to **Article 15.2.2** following such Trade Sale; and

- 22.1.2 the amount payable on exercise of a B Put Option shall not be less than £1 in aggregate for a B Shareholder's entire holding of B Put Shares.

23. CHANGE OF CONTROL – TAG ALONG RIGHTS

- 23.1 No transfer of shares which would result, if made and registered, in a person or persons Acting in Concert acquiring (as part of a single transaction or a series of connected transactions) all, or substantially all, of the Ordinary Shares, will be made or registered unless:

- 23.1.1 an Approved Offer is made by the proposed transferee(s) (the "**Buyer**"); and

- 23.1.2 the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of shares pursuant to it.

- 23.2 For the purposes of this **Article 23** and **Article 24**:

- 23.2.1 "**Approved Offer**" means an offer in writing served on all shareholders (including the proposing transferor), offering to purchase all the shares held by such shareholders which:

- 23.2.1.1 is stipulated to be open for acceptance for at least 15 business days;

- 23.2.1.2 includes an undertaking by or on behalf of the Buyer that no other consideration, (whether in cash or otherwise) is to be received or receivable by any shareholder which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the shares to be sold by such shareholder, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other shareholder for the purchase of shares;

- 23.2.1.3 is on terms that the sale and purchase of shares in respect of which the offer is accepted will be completed at the same time; and

23.2.1.4 is on the basis that the consideration due to the relevant shareholders for the purchase of their shares is determined in accordance with **Article 17**.

24. CHANGE OF CONTROL – DRAG ALONG RIGHTS

24.1 Whenever an Approved Offer is made, the Majority Shareholder shall have the right ("**Drag Along Right**") to require (in the manner set out in **Article 24.2**) all of the other holders of shares ("**Other Shareholders**") to accept the Approved Offer in full.

24.2 The Drag Along Right may be exercised by the service of notice to that effect on the Other Shareholders at the same time as, or within five business days following, the making of the Approved Offer (or, if later, within five business days following the acquisition by an Other Shareholder of any shares). Such notice will be accompanied by all documents required to be executed by the Other Shareholders to give effect to the relevant transfer.

24.3 On the exercise of the Drag Along Right, each of the Other Shareholders will be bound to accept the Approved Offer in respect of its entire holding of shares and to comply with the obligations assumed by virtue of such acceptance.

24.4 If any of the Other Shareholders fails to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of its shares pursuant to the Approved Offer, or otherwise fails to take any action required of it under the terms of the Approved Offer, any holder of shares or any persons so authorised by the directors may accept the offer on behalf of the Other Shareholder in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholder in question, in each case as their attorney. In particular, such person may execute the necessary transfer(s) on that Other Shareholder's behalf and against:

24.4.1 receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant shares (the receipt being a good discharge to the Buyer, who will not be bound to see to the application of it); and

24.4.2 compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer

and deliver such transfer(s) to the Buyer (or its nominee). The directors of the Company will then authorise registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the shares so transferred. After registration, the title of the Buyer (or its nominee) as registered holder of such shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person. The Other Shareholder will in such a case be bound to

deliver up its certificate for its shares to the Company, or a statutory declaration of loss (as appropriate) whereupon the Other Shareholder will be entitled to receive the purchase price for such shares.

25. RIGHTS ON A CAPITAL RETURN

- 25.1 The Ordinary Shares and Preference Shares shall entitle the holders of them to participate in a distribution arising from a Capital Return. The only rights to which a holder of B Shares is entitled in respect of a Capital Return are as set out in **Article 17** above.

26. CLASS RIGHTS

- 26.1 The rights of the B Shareholders shall only be deemed varied upon an amendment to these Articles if it has a material effect on the operation of **Article 15** and/or **Articles 16 to 24** as those Articles apply to the holders of B Shares.
- 26.2 No amendment to the disadvantage of the B Shareholders may be made to these Articles (including any amendment to this **Article 26**) without the written consent of the holders of at least 50 per cent of the B Shares in issue at the time of the proposed amendment.

27. NOTICE OF GENERAL MEETINGS

Every notice convening a general meeting shall:

- 27.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and
- 27.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

28. PROCEEDINGS AT GENERAL MEETINGS

- 28.1 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 28.2, 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, shall be a quorum.
- 28.2 If and for so long as the Company has only one member, that Member present in person or by proxy or if that member is a corporation by a duly authorised representative shall be a quorum.
- 28.3 If a quorum is not present within half an hour of the time at which a general meeting is due to start or if, during a general meeting, a quorum ceases to be present the directors must adjourn it.

28.4 When adjourning the general meeting the directors must specify that the meeting is adjourned either:

28.4.1 to the same day, place and time the following week; or

28.4.2 to another day, place and time to be decided by the directors.

28.5 If a quorum is not present within half an hour of the time at which the adjourned meeting is due to start the shareholder or shareholders present in person or by proxy or by corporate representative and who are entitled to vote shall:

28.5.1 constitute a quorum; and

28.5.2 have power to decide on all matters which could have been transacted at the meeting which was adjourned.

28.6 Model Article 41 shall not apply to the Company.

29. VOTING: GENERAL

29.1 On a poll, every B Shareholder who is present in person or (being a corporation) is present by a duly authorised representative shall have one vote in his capacity as a B Shareholder.

29.2 Model Article 44(2) shall be amended by the addition of the following words: "(other than a B Shareholder in his capacity as a B Shareholder)".

29.3 The holders of the Preference Shares shall have no right to vote at general meetings of the Company in their capacity as holders of Preference Shares.

30. WRITTEN RESOLUTIONS

30.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

30.2 For the purposes of this **Article 30** "circulation date" is the date on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days.

31. COMPANY COMMUNICATION PROVISIONS

31.1 Where:

31.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom; and

31.1.2 the Company is able to show that it was properly addressed, prepaid and posted,

it is deemed to have been received by the intended recipient 24 hours after it was posted.

31.2 Where:

31.2.1 a document or information is sent or supplied by electronic means; and

31.2.2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent.

31.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient:

31.3.1 when the material was first made available on the website; or

31.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

31.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 31.1, 31.2 and 31.3.**

31.5 Subject to any requirements of the 2006 Act, only such documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

32. COMPANY SEAL

32.1 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.

32.2 For the purposes of this article, an authorised person is:

32.2.1 any director of the company;

32.2.2 the company secretary (if any); or

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

32.3 Model Article 49, sub-sections (3) and (4) shall be modified accordingly.

33. DIRECTORS' INDEMNITY AND INSURANCE

- 33.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any such associated company.
- 33.2 Subject to the 2006 Act the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or associated company.
- 33.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, former director, alternate director or other officer of the Company incurred or to be incurred:
- 33.3.1 in defending any criminal or civil proceedings; or
 - 33.3.2 in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act.
- 33.4 Model Articles 52 and 53 shall not apply to the Company.

34. REGISTERED OFFICE

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

ANNEXURE

Model Articles

2008 No. 3229

COMPANIES

The Companies (Model Articles) Regulations 2008

SCHEDULE 1

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY

SHARES

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

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

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

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

"chairman" has the meaning given in article 12;

"chairman of the meeting" has the meaning given in article 39;

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

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

"distribution recipient" has the meaning given in article 31;

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

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

"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;

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

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

"instrument" means a document in hard copy form;

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

"paid" means paid or credited as paid;

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

"proxy notice" has the meaning given in article 45;

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

"shares" means shares in the company;

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

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

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

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

Liability of members

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Shareholders' reserve power

4.
 - (1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking specified action.
 - (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

5.
 - (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

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

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

Committees

- 6. (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

- 7. (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- (2) If:
 - (a) the company only has one director, and
 - (b) no provision of the articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

8. (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

9. (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meeting

10. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles, and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

- 11.
 - (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
 - (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

- 12.
 - (1) The directors may appoint a director to chair their meetings.
 - (2) The person so appointed for the time being is known as the chairman.
 - (3) The directors may terminate the chairman's appointment at any time.
 - (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

- 13.
 - (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
 - (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

14. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes:
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

Records of decisions to be kept

15. 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.

Directors' discretion to make further rules

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing directors

17. (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution, or
 - (b) by a decision of the directors.
- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that

person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

19. (1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine:
- (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may:
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (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.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the company,

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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

21. (1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

22. (1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- (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.

Company not bound by less than absolute interests

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

Share certificates

24. (1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- (2) Every certificate must specify:
- (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of shares of more than one class.

- (4) If more than one person holds a share, only one certificate may be issued in respect of it.
- (5) Certificates must:
 - (a) have affixed to them the company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25. (1) If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

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

- (2) A shareholder exercising the right to be issued with such a replacement certificate:
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

- 26. (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

27. (1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

28. (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30. (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholders' holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

- 31. (1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
 - (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

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

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

Unclaimed distributions

33. (1) All dividends or other sums which are:

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

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

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If:

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

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

Non-cash distributions

34. (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 of equivalent value (including, without limitation, shares or other securities in any company).

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

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

- (c) vesting any assets in trustees.

Waiver of distributions

35. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

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

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

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

36. (1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- (2) Capitalised sums must be applied:
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may:
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

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

Quorum for general meetings

38. 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.

Chairing general meetings

39. (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present, or
- (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

40. (1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not:
- (a) shareholders of the company, or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

41. (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- (4) When adjourning a general meeting, the chairman of the meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

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

Errors and disputes

- 43. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll Votes

- 44. (1) A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- (2) A poll may be demanded by:
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

- 45. (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) the company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 46. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

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

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

48. (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

49. (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is:
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

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

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

52. (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company.
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article:
- (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - (e) a "relevant director" means any director or former director of the company or an associated company.

Insurance

53. (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In this article:
- (a) a "relevant director" means any director or former director of the company or an associated company.
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company,

any associated company or any pension fund or employees' share scheme of the company or associated company, and

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.