

Company Number: 09734254

SATURDAY



PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

TECTRADE INTERNATIONAL HOLDINGS LIMITED (Company)

Passed on *4th MARCH* 2016

The following resolutions were passed on the date set out above as written resolutions of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act):

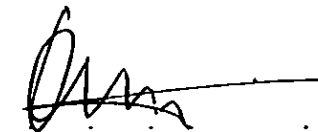
ORDINARY RESOLUTIONS

- 1 THAT, the one Ordinary Shares of 1 00 in the capital of the Company be and is hereby redesignated as an A1 Ordinary Share of £46.00 in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution (4) below
- 2 THAT, the terms of an agreement proposed to be made between the shareholders of Tectrade Computers Limited (who include the directors of the Company) (1) and the Company (2), a copy of which is attached to these Resolutions (**Share Exchange Agreement**), for the acquisition by the Company of the entire issued share capital of Tectrade Computers Limited be approved for the purposes of section 190 of the Act and otherwise, and the Company be authorised to enter into the agreement and fulfil its obligations thereunder
- 3 THAT the Directors are generally and unconditionally authorised for the purposes of sections 549 and 551 of the Act to exercise all the powers of the Company to allot shares in the Company and/or to grant rights to subscribe for, or to convert any security into shares in the Company on and subject to such terms as the Directors may determine The authority hereby conferred shall, subject to section 551 of the Act, be for a period expiring on the fifth anniversary of the date of this Resolution unless renewed, varied or revoked by the Company in General Meeting and shall supersede any other such authorities existing at the date hereof all of which are hereby revoked The maximum nominal amount of shares that may be allotted

pursuant to such authority shall be £13,786,739.

SPECIAL RESOLUTIONS

- 6 THAT the draft articles of association in the form attached to these Resolutions be adopted as the new articles of association of the Company in place of the existing articles of association of the Company
- 7 THAT the rights of pre-emption in respect of issues of new shares in the capital of the Company contained in the articles of association adopted pursuant to Resolution 3 be and are hereby disapplied in respect of the issue of
 - a 50,150 A1 ordinary shares of £46 00 each in the capital of the Company,
 - b. 49,849 A2 ordinary shares of £46 00 each in the capital of the Company,
 - c. 95,273 B ordinary shares of £43 00 each in the capital of the Company, and
 - d 10,000 C ordinary shares of £509 00 each in the capital of the Company



Director

Company No 09734254

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

(Adopted by special resolution passed on *4TH MARCH* 2016)

of

TECTRADE INTERNATIONAL HOLDINGS LIMITED



**PENNINGTONS
MANCHES**

Table of Contents

<u>Clause</u>	<u>Subject Matter</u>	<u>Page</u>
1	Definitions and Interpretation	1
2	Liability of Shareholders	5
3	Directors' General Authority	5
4	Shareholders' Reserve Power	5
5	Directors may Delegate	6
6	Committees	6
7	Directors to take Decisions Collectively	6
8	Unanimous Decisions	7
9	Calling a Directors' Meeting	7
10	Participation in Directors' Meetings	7
11	Quorum for Directors' Meetings	8
12	Chairing of Directors' Meetings	8
13.	Conflicts of Interest	9
14.	Interests in Proposed or Existing Transactions or Arrangements	9
15	Remuneration and Benefits in Relation to Permitted Conflicts	10
16	Records of Decisions to be Kept	10
17	Directors' Discretion to Make Further Rules	10
18	Methods of Appointing Directors	10
19	Termination of a Director's Appointment	10
20	Directors' Remuneration	11
21	Directors' Expenses	11
22	Alternate Directors	11
23	Rights and Responsibilities of Alternate Directors	12
24	Termination of Alternate Directorship	13
25	Secretary	13
26	Shares	13
27	Reserve Accounts	14
28	Dividend Rights	15
29	Capital Rights	15
30	Distributions on a Share Sale	16
31	Distributions Following an Asset Sale	17
32	Disputes Concerning the Application of Articles 29 to 31 (inclusive)	17
33.	Allotment of Shares	17
34	Further Issues of Shares Pre-emption Rights	18
35	Powers to Issue Different Classes of Shares	19
36	Company not Bound by less than Absolute Interests	19
37	Share Certificates	19
38	Replacement Share Certificates	20
39	Lien, calls and forfeiture	20
40	Share Transfers - General	20
41	Restrictions of Transfers of Shares	21
42	Pre-Emption Rights on Transfer	21
43	Compulsory Transfers	24

44	Tag Along Rights and Obligations	24
45	Drag Along Rights and Obligations	25
46	Transmission of Shares	26
47	Procedure for Declaring Dividends	26
48	Calculation of Dividends	27
49	Payment of Dividends and Other Distributions	27
50	Deductions from Distributions in Respect of Sums Owed to the Company	28
51	No Interest on Distributions	29
52	Unclaimed Distributions	29
53	Non-Cash Distributions	29
54	Waiver of Distributions	29
55	Authority to Capitalise and Appropriation of Capitalised Sums	30
56	Attendance and Speaking at General Meetings	31
57	Quorum for General Meetings	31
58	Chairing General Meetings	32
59	Attendance and Speaking by Directors and Non-Shareholders	32
60	Adjournment	32
61	Voting – General	33
62	Errors and Disputes	33
63	Poll Votes	33
64	Content of Proxy Notices	34
65	Delivery of Proxy Notices	34
66	Amendments to Resolutions	35
67	Means of Communication to be Used	35
68	Company Seal	36
69	Provision for Employees on Cessation of Business	36
70	Indemnity and Insurance	36

1. Definitions and Interpretation

1 1 In these articles, unless expressly stated to the contrary, the following expressions shall have the following meanings

2002 Reserve Account	has the meaning given in article 27 1 1,
2006 Act	the Companies Act 2006, to the extent in force from time to time, including any statutory modification or re-enactment thereof for the time being in force,
appointor	has the meaning given in article 22 1,
A Reserve Account	has the meaning given in article 27.1,
A2 Reserve Account	has the meaning given in article 27 1,
Articles	the Company's articles of association,
A1 Shareholder	a holder of one or more A1 Shares,
A2 Shareholder	a holder of one or more A2 Shares;
A1 Shares	the A1 ordinary shares of £46 00 each in the capital of the Company,
A2 Shares	the A2 ordinary shares of £46 00 each in the capital of the Company,
Bad Leaver	any Leaver who is not a Good Leaver,
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,
B Reserve Account	has the meaning given in article 27 1,
B Shareholder	a holder of one or more B Shares,
B Shares	the B ordinary shares of £43 00 each in the capital of the Company,
capitalised sum	has the meaning given in article 55 1 2,
Companies Acts	as defined in section 2 of the 2006 Act, including any statutory modification or re-enactment thereof for the time being in force,
Company	Tectrade International Holdings Limited, a private limited company incorporated and registered in England and Wales with company number 09734254,
Compulsory Purchase	has the meaning given in article 45 1,

Notice	
C Shareholder	a holder of one or more C Shares,
C Shares	the C ordinary shares of £509 00 each in the capital of the Company,
director	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 49 2,
document	includes, unless otherwise specified, any document sent or supplied in electronic form,
electronic form	has the meaning given in section 1168 of the 2006 Act,
Eligible Director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),
Excess Securities	has the meaning given in article 34 2 2,
Expert	an independent firm of chartered accountants nominated by the board of directors or, in default of such nomination within a reasonable period, appointed at the request of the holders of at least 35% of the Voting Shares by the President of the Law Society of England and Wales,
fully paid	in relation to a share, that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,
Good Leaver	any Leaver who becomes a Leaver by reason of his <ul style="list-style-type: none"> (a) voluntary resignation given at any time after the expiration of three years from the date on which any shares were first issued or transferred to him, (b) death, (c) physical or mental deterioration which, in the opinion of the directors, is sufficiently

	serious to prevent the relevant person from undertaking his normal employment or which seriously prejudices his earning capacity,
	(d) retirement at or after normal retirement age,
	(e) dismissal (other than for gross misconduct as described in the Company's disciplinary procedures), or
	in any other circumstances, whom the board resolves to be a "Good Leaver",
Group	the Company and its subsidiaries (if any) from time to time and " Group Company " shall be construed accordingly,
holder	in relation to shares, the person whose name is entered in the register of members as the holder of the shares,
Independent Accountant instrument	has the meaning given in article 42 2 2(b), a document in hard copy form (within the meaning of section 1168 of the 2006 Act),
Leaver	a B Shareholder or C Shareholder (other than any B Shareholder or C Shareholder who is also an A1 Shareholder or an A2 Shareholder) who is, or has been, a director and/or an employee of any Group Company and who ceases to be a director or employee of any Group Company and who does not continue as, or become, a director or employee of any other Group Company;
Minority Shareholders	has the meaning given in article 45 1,
Non-Trading Items	management charges, dividends and any other amounts outside the normal course of inter-company trading,
Offer	has the meaning given in article 34 2,
paid	paid or credited as paid,
partly paid	in relation to a share, that part of the share's nominal value or any premium at which it was issued which has not been paid to the

proxy notice	Company,
Purchasing Group	has the meaning given in article 64 1, a person or persons acting in concert who is not or are not already a Shareholder or Shareholders (as the case may be) at the date of adoption of these Articles,
Qualifying Person	(a) an individual who is a Shareholder, or (b) a person authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to a meeting, or (c) a person appointed as a proxy of a Shareholder in relation to the meeting,
Sale Price	has the meaning given in article 42 1 3;
Sale Shares	has the meaning given in article 42 1 1,
Seller	has the meaning given in article 42 1,
Shareholder	a holder of Shares from time to time,
share	a share in the capital of the company,
Share Sale	has the meaning given in article 30 1,
Tectrade BV	TECTRADE B V incorporated in The Netherlands, K v K nr 30.112462,
Tectrade BV Value	the value of Tectrade BV, as determined in the manner set out in article 30 3,
Third Party Offer	a written offer to purchase all the shares in issue in the capital of the Company immediately before such sale or transfer at the Third Party Price,
Third Party Price	the consideration per share (in cash and/or other form) and the other financial and payment terms which have been offered for each share whose proposed transfer has led to the Third Party Offer,
Transfer Notice	has the meaning given in article 42 1,
Voting Shareholders	the A1 Shareholders, A2 Shareholders and the B Shareholders,
Voting Shares	the A1 Shares, the A2 Shares and the B Shares, and
writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether

sent or supplied in electronic form or otherwise

- 1 2 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate unincorporated associations and partnerships
- 1 3 Unless the context otherwise requires
 - 1 3 1 other words or expressions contained in these Articles bear the same meaning as in the 2006 Act as in force on the date when these Articles become binding on the Company, and
 - 1 3 2 references to "the directors" or "the board" are references to the board of directors of the Company or a duly authorised committee thereof or the directors present at a meeting of the board of directors of the Company or a duly authorised committee thereof, in each case at which a quorum is present

GENERAL

2. Liability of Shareholders

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

3. Directors' General Authority

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

4. Shareholders' Reserve Power

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

DIRECTORS AND SECRETARY

5. Directors may Delegate

5 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles

5 1 1 to such person or committee,

5 1 2 by such means (including by power of attorney),

5 1 3 to such an extent,

5 1 4 in relation to such matters or territories, and

5 1 5 on such terms and conditions

as they think fit

5 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

5 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

6. Committees

6 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors

6 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

7. 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

7 2 If

7 2.1 the Company only has one director for the time being, and

7 2 2 no provision of the Articles requires it to have more than one director

the general rule does not apply, and the sole director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles, including those determining the quorum for directors' meetings, relating to directors' decision-making, and shall have the authority to exercise all the powers

and discretions under these Articles expressed to be vested in the directors generally

8. Unanimous Decisions

- 8 1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 8 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing
- 8 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting

9. Calling a Directors' Meeting

- 9 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 9 2 Notice of any directors' meeting must indicate
- 9 2 1 its proposed date and time,
- 9.2 2 where it is to take place, and
- 9 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 9 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 9 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or 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

10. Participation in Directors' Meetings

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

- 10 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 10 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 10 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- 10 4 Subject to article 14 and without prejudice to the obligation of any director to disclose his interest in accordance with the Companies Acts, a director may vote at any meeting of the directors or of any committee of the board of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any resolution his vote shall be counted In relation to any such meeting as aforesaid such director shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

11. Quorum for Directors' Meetings

- 11 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 business days at the same time and place If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those directors present will constitute a quorum
- 11 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but (other than in the case of an adjourned meeting held in accordance with article 11 1 above) it must never be less than two
- 11 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the Shareholders to appoint further directors

12. Chairing of Directors' Meetings

- 12 1 The directors may appoint a director to chair their meetings The person so appointed for the time being is known as the chairman The directors may terminate the chairman's appointment at any time
- 12 2 If the chairman (or his alternate) 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

- 12 3 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote

13. Conflicts of Interest

- 13 1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest

- 13 2 Notwithstanding the provisions of article 10 4, any authorisation under article 13 1 shall only be effective if the director(s) in question and any other interested director are not counted in the quorum at any board meeting at which such matter is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted

- 13 3 Any authorisation pursuant to article 13 1 may be given subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, whether at the time of authorisation or subsequently, and subject always to the board's right to vary or terminate such authorisation at any time In particular the directors may

13 3 1 require that the director concerned is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the board or otherwise) relating to such matter;

13 3 2 provide that the director concerned shall not be required to disclose any confidential information relating to such matter to the Company if the making of such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to that matter, or that office, employment or position,

13 3 3 allow the director concerned to absent himself from meetings of the board at which anything relating to that matter will or may be discussed, and

13 3 4 allow the director concerned to make such arrangements as that director thinks fit for board and committee papers to be received and read by a professional adviser on his behalf

14. Interests in Proposed or Existing Transactions or Arrangements

Subject to the provisions of the Companies Acts and provided that he complies with his obligations to declare his interest under the relevant provisions of the Companies Acts (as may be applicable), a director may notwithstanding his office

- 14 1 1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested, and
- 14 1 2 be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any holding company or subsidiary of the Company or any other body corporate in which the Company has an interest

15. Remuneration and Benefits in Relation to Permitted Conflicts

A director shall not, by reason of his office, be accountable to the Company for any remuneration, profit or other benefit which he derives from (i) any matter which has been authorised by the directors pursuant to article 13 1 (subject, in any case to any limits or conditions to which such approval was subject), or (ii) any transaction or arrangement, office or employment or interest which he is permitted to have or to enter into by virtue of article 14

16. Records of Decisions to be Kept

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

17. Directors' Discretion to Make Further Rules

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

18. Methods of Appointing Directors

- 18 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 by ordinary resolution or by a decision of the directors
- 18 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
- 18 3 For the purposes of article 18 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.

19. Termination of a Director's Appointment

- 19 1 A person ceases to be a director as soon as

- 19 1 1 that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law,
- 19 1 2 a bankruptcy order is made against that person,
- 19 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 19 1 4 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, or
- 19 1 5 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

20. Directors' Remuneration

- 20 1 Directors may undertake any services for the Company that the directors decide
- 20 2 Directors are entitled to such remuneration as the directors determine for their services to the Company as directors and for any other service which they undertake for the Company
- 20 3 A director's remuneration may take any form and 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
- 20 4 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

21. Directors' Expenses

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at meetings of directors or committees of directors, general meetings, or 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

22. Alternate Directors

- 22 1 Any director ("appointor") may appoint as an alternate any other director, or any

other person approved by resolution of the directors, to exercise that director's powers and carry out that director's responsibilities in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

- 22 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

23. Rights and Responsibilities of Alternate Directors

- 23.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

23 2 Alternate directors

23 2 1 are deemed for all purposes to be directors,

23 2 2 are liable for their own acts and omissions,

23 2 3 are subject to the same restrictions as their appointors, and

23 2 4 are not deemed to be agents of or for their appointors,

and in particular (without limitation) each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

23 3 A person who is an alternate director but not a director

23 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),

23 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

23 3 3 shall not be counted as more than one director for the purposes of articles 23 3 1 and 23 3 2

- 23 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

- 23 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's

remuneration as the appointor may direct by notice in writing made to the Company

24. Termination of Alternate Directorship

24 1 An alternate director's appointment as an alternate terminates

24 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

24 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,

24 1 3 on the death of the alternate's appointor; or

24 1 4 when the alternate's appointor's appointment as a director terminates

25. Secretary

The directors may, in their discretion and from time to time, appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement

SHARES

26. Shares

26 1 The share capital of the Company at the date of adoption of these articles consists of A1 Shares, A2 Shares, B Shares and C Shares

26 2 The A1 Shares, A2 Shares, B Shares and C Shares shall rank *pari passu* in all respects except

26 2.1 that the C Shares shall not entitle the holder(s) to receive notice of, attend or vote at any general meeting of the Shareholders or to vote on any written resolution of the Shareholders, save in respect of the class rights of such C Shares in accordance with the 2006 Act, and

26 2 2 as otherwise expressly provided in these articles.

26 3 Subject to the provisions of the 2006 Act, the Company may -

26 3 1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or of the holder on such terms and such manner as shall be provided in these articles, and

26 3 2 purchase its own shares (including any redeemable shares) and, if it is a

private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

- 26 4 Subject to the 2006 Act, but without prejudice to any other provision of these articles, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of

26 4 1 £15,000, and

26 4 2 the value of 5% of the Company's share capital

27. Reserve Accounts

- 27 1 The Company shall maintain four reserve accounts to be known respectively as the

27 1 1 2002 Reserve Account (established to hold the amount standing to the credit of the Company's profit and loss account as at 31 March 2002),

27 1 2 A Reserve Account,

27 1 3 A2 Reserve Account, and

27 1 4 B Reserve Account

- 27 2 Subject to article 31, all profits or losses of the Company shall be dealt with as follows

27 2 1 an amount equal to the aggregate amount received by the Company in respect of Non-Trading Items from Tectrade BV in each financial year shall be credited to the A2 Reserve Account and an amount equal to the aggregate amount paid by the Company in respect of Non-Trading Items to Tectrade BV in each financial year shall be debited to the A2 Reserve Account,

27 2 2 subject to article 27 2 1 above, any profits arising in each financial year of the Company shall be credited as follows

(a) all profits up to the first £100,000 achieved in each such financial year shall be credited to the A Reserve Account, and

(b) any excess over that sum in each financial year shall be credited to shall be credited to the B Reserve Account,

provided that if the Company shall at any time adopt an accounting period of other than twelve months then in determining the allocation of any profits for that accounting period there shall be substituted for the said sum of £100,000 such sum as shall be determined by multiplying the said sum of £100,000 by a fraction of which the numerator is the number of days in

such accounting period and the denominator is 365, and

27 2 3 where the Company does not make a trading profit in any financial year, any losses arising in any accounting period (calculated without taking into account the aggregate amounts of Non-Trading Items received from or paid to Tectrade BV) shall be debited to the A Reserve Account and to the B Reserve Account equally

27 3 For the purposes of this article 27, profits and losses shall be determined after making due provision for depreciation and all taxation liabilities attributable to the source of income or capital receipts in question, as may be certified from time to time by the Auditors

28. Dividend Rights

28 1 The directors may declare a dividend on one class of share without also declaring a dividend, or the same level of dividend, on one or more other class of share.

28 2 No dividend shall be paid to the A1 Shareholders except from any amount standing to the credit of the 2002 Reserve Account or the A Reserve Account, or to the A2 Shareholders except from any amount standing to the credit of the A2 Reserve Account, or to the B Shareholders except from any amount standing to the credit of the B Reserve Account

28 3 Any dividend paid out of the A Reserve Account or the 2002 Reserve Account shall be paid to the holders of the A1 Shares *pro rata* to the nominal value of the A1 Shares held by them respectively, any dividend paid out of the A2 Reserve Account shall be paid to the holders of the A2 Shares *pro rata* to the nominal value of the A2 Shares held by them respectively and any dividend paid out of the B Reserve Account shall be paid to the holders of the B Shares *pro rata* to the nominal value of the B Shares held by them respectively

28.4 The C Shares shall not entitle their holders to receive dividends from the Company

29. Capital Rights

29 1 On a return of capital to shareholders on a winding up or otherwise the assets of the Company available for distribution among the members shall be applied as follows

29 1 1 the following amounts shall be distributed to the A1 Shareholders *pro rata* to the number of A1 Shares held by them

(a) up to a maximum of £1,000,000 (excluding the proceeds of sale of any shares held by the Company in the capital of Tectrade BV or the Tectrade BV Value (as applicable)), and

- (b) any amounts standing to the credit of the A Reserve Account,
- 29 1 2 the following amounts shall be distributed to the A2 Shareholders *pro rata* to the number of A2 Shares held by them
 - (a) the proceeds of sale of any shares held by the Company in the capital of Tectrade BV or the Tectrade BV Value (as applicable), and
 - (b) any amounts standing to the credit of the A2 Reserve Account,
- 29 1 3 any surplus remaining following the distributions described at 29 1 1 to 29 1 2 (inclusive) shall be distributed to the B Shareholders *pro rata* to the number of B Shares held by them respectively up to a maximum of the sum of.

£6,400,000 – X

Where

X = the sum of the distributions described in article 29 1.1, and

- 29 1 4 any surplus remaining following the distributions made pursuant to articles 29 1 1 to 29.1.3 (inclusive) above shall be distributed to the C Shareholders *pro rata* to the number of C Shares held by them respectively

30. Distributions on a Share Sale

30 1 If there shall occur a sale of either

- (a) the entire issued share capital of the Company, or
- (b) a Controlling Interest in the Company,

(each a “Share Sale”), the sale proceeds shall be receivable by and distributable among the members (or such of them as shall participate in the sale) in accordance with article 29 1 above, in like manner in all respects as if such sale proceeds were assets of the Company available for distribution among the members on a winding up

30 2 If and to the extent that any consideration for the Share Sale shall be received other than in cash, the value of such non-cash consideration shall for the purposes of this clause be either

- (a) agreed between the holders of 75% of the Voting Shares, or
- (b) in default of such agreement within a reasonable period, determined by an Expert appointed by the board of directors

30 3 The Tectrade BV Value shall be established either

- 30 3 1 by agreement between the Voting Shareholders participating in the Share Sale, or
- 30 3 2 failing such agreement, the directors shall (upon the request of Voting Shareholders holding between them at least 35% of the issued share capital) refer the matter to an Expert in accordance with article 32

31. Distributions Following an Asset Sale

- 31 1 In the event that any shares held by the Company in the capital of Tectrade BV are sold
- (a) the proceeds of sale shall be credited to the A2 Reserve Account, and
 - (b) the expenses (net of tax) attributable to such sale shall be debited to the A2 Reserve Account
- 31 2 In the event that a subsidiary of the Company other than Tectrade BV is sold:
- (a) the proceeds of sale shall be credited to the B Reserve Account, and
 - (b) the expenses (net of tax) attributable to such sale shall be debited to the B Reserve Account
- 31 3 Other than in the circumstances outlined in articles 31 1 and 31 2, the Company shall not sell all or a substantial part of the business of the Company without the prior written consent of the holders of at least 75% of the Voting Shares

32. Disputes Concerning the Application of Articles 29 to 31 (inclusive)

Save where, in accordance with the preceding provisions of these Articles, the decision of some other person is expressed to be final and binding, any dispute which may arise as to the application or implementation of any of articles 29 to 31 (inclusive) shall, upon the request of Voting Shareholders holding between them at least 35% of the Voting Shares be referred by the directors to an Expert, who (acting as expert not as arbitrator) shall determine the matter in such manner as may in its discretion consider just and reasonable following the principles set out in article articles 29 to 31 (inclusive) above and whose determination shall be final and binding on the members. The Expert shall be entitled, prior to making its determination, to take such legal or other professional advice as it may deem to be appropriate and the costs of the Expert and of any other advisers so instructed by it shall be borne by the Company

33. Allotment of Shares

- 33 1 Save to the extent authorised by these Articles, or authorised from time to time by an

special resolution of the Voting Shareholders, the directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company.

- 33 2 Subject to the remaining provisions of this article 33, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to

33 2 1 offer or allot,

33 2 2 grant rights to subscribe for or to convert any security into,

33 2 3 otherwise deal in, or dispose of,

any shares to any person, at any time and subject to any terms and conditions as the directors think proper

- 33 3 The authority referred to in article 33 2

33 3 1 shall be limited to a maximum nominal amount of £10,000,

33 3 2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and

33 3 3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired)

34. Further Issues of Shares: Pre-emption Rights

- 34 1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company

- 34 2 Unless otherwise agreed by special resolution of the Voting Shareholders, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of shares held by those holders (as nearly as possible without involving fractions) ("Offer") The Offer

34 2 1 shall be in writing, shall be open for acceptance for a period of 10 business

days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and

34 2 2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe

34 3 Any equity securities not accepted by shareholders pursuant to the Offer shall be used for satisfying any requests for Excess Securities made in response to the Offer. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants *pro rata* to the number of shares held by the applicants immediately before the Offer was made (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the Offer.

34 4 Subject to articles 33, 34 2 and 34 3 and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

35. Powers to Issue Different Classes of Shares

35 1 Subject to the Articles (and, in particular, article 33) 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.

35 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.

36. Company not Bound by less than Absolute Interests

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

37. Share Certificates

37 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that Shareholder holds, but if more than

one person holds a share, only one certificate may be issued in respect of it

37 2 Every certificate must specify

37 2 1 in respect of how many shares, of what class, it is issued,

37 2 2 the nominal value of those shares,

37 2 3 the amount paid up on them, and

37 2 4 any distinguishing numbers assigned to them

37 3 No certificate may be issued in respect of shares of more than one class

37 4 Certificates must have affixed to them the Company's common seal or be otherwise executed in accordance with the Companies Acts

38. Replacement Share Certificates

38 1 If a certificate issued in respect of a Shareholder's shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same shares

38 2 A Shareholder exercising the right to be issued with such a replacement certificate

38 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

38 2 2 must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

38 2 3 must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the directors decide

39. Lien, calls and forfeiture

The provisions of articles 52 to 62 (inclusive) of the model articles for public companies limited by shares contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended prior to the date of adoption of these Articles) shall apply to the Company

40. Share Transfers - General

40 1 Subject to these Articles, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the shares are fully paid, the transferee

40 2 No fee may be charged for registering any instrument of transfer or other document

relating to or affecting the title to any share

40 3 The Company may retain any instrument of transfer which is registered

40 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

41. Restrictions of Transfers of Shares

41 1 Unless otherwise determined by the holders of not less than 75% of the nominal value of the Voting Shares in issue from time to time, no shares of the Company shall be disposed of or transferred except in accordance with the provisions of this article and articles 42 to 46 (inclusive) hereof

41 2 No Shareholder shall transfer any interest in any shares registered in his name except by means of a transfer or disposal of the entire legal and beneficial ownership and subject to the provisions of these Articles. The directors shall be required to register any transfer of any share made in accordance with these Articles and shall refuse to register any transfer of a share or shares made otherwise than in accordance with these Articles

42. Pre-Emption Rights on Transfer

42 1 Except as provided in these Articles, if a Shareholder wishes to transfer or dispose of any share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share or the purchase by the Company of its own shares) that Shareholder ("**Seller**") shall, before making or agreeing to make such transfer or disposal, notify the directors of the Company in writing of his wish to do so. Such notification (in this article 42 a "**Transfer Notice**") shall not be revocable except with the sanction of the directors and shall

42.1 1 specify the number of shares which the Seller wishes to transfer ("**Sale Shares**") (which may be all or part only of the shares then held by the Seller),

42 1 2 specify any price at which the Seller wishes to sell the Sale Shares, and the identity of any person who has indicated a willingness to purchase the Sale Shares at such price, and

42 1 3 constitute the Company his agent for the sale of all the Sale Shares at a price determined in accordance with article 42 2 below ("**Sale Price**")

42 2 For the purposes of article 42 1 3

- 42 2 1 subject to article 42 2 2, the Sale Price shall be any price set out in the Transfer Notice provided always that the directors (excluding the Seller, if a director) are satisfied (and to that end are provided with such evidence as they may reasonably require) that such price is bona fide (not inflated for particular reasons) and at arms length and in good faith, or
- 42 2 2 if either (i) no price is set out in the Transfer Notice, or (ii) a price is set out in the Transfer Notice but, pursuant to article 42 2 1 above, the relevant directors are not satisfied as to the proposed price set out in the Transfer Notice, the Sale Price shall be
- (a) such price as is agreed between the Seller and the directors (excluding the Seller, if a director)), or
 - (b) failing agreement within 30 days of service of the Transfer Notice, such price as is established by an independent chartered accountant (in this article 42 "**Independent Accountant**") in accordance with articles 42 3 and 42 4 whose identity shall be agreed upon by the Seller and the directors (excluding the Seller, if a director) (or, in default of agreement within 10 business days of service of the Transfer Notice, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Seller or the directors (excluding the Seller, if a director))
- 42 3 The Independent Accountant shall act as expert not arbitrator and shall establish the Sale Price for the Sale Shares as the fair market price (or prices, as the case may be) on a going concern basis assuming a willing seller and a willing buyer of such shares determined as at the date of service of the Transfer Notice and by reference to the information available to the Company at that date For the purpose of this article 42 3, the market value of each Share comprised in the Transfer Notice shall be its value as a rateable proportion of the total value of all the issued shares and shall not be discounted or enhanced by reference to the number of shares referred to in the Transfer Notice nor any rights attaching to the said shares
- 42 4 The Seller and the directors (excluding the Seller, if a director) may seek to agree detailed terms of reference with the Independent Accountant, but the Independent Accountant shall be entitled in his absolute discretion, but subject always to article 42 3, to settle and determine such detailed terms of reference with or without involving the Seller and/or relevant directors The Independent Accountant's decision shall be final and binding Any fees and expenses of the Independent Accountant shall be borne by the Company
- 42 5 Upon the Sale Price being determined in accordance with article 42 2, the Company

shall have the option to purchase the Sale Shares at the Sale Price within a period of 40 days

- 42 6 If the Company declines to purchase any of the Sale Shares at the Sale Price within the 40 day period referred to in article 42 5, it shall forthwith give to the Shareholders (other than the Seller and any Shareholder to the extent that his shares are at that time already the subject of a Transfer Notice) notice in writing stating the number and price of the Sale Shares not so taken up and offering each of them a number of those Sale Shares *pro rata* (as nearly as may be) in proportion to the existing number of shares then held by them respectively and inviting each of them to notify the Company in writing within 30 days from the date of the notice whether he is willing to purchase any Sale Shares, and if so, what maximum number of the Sale Shares (which maximum number may for the avoidance of doubt exceed the *pro rata* entitlement of such Shareholder pursuant to such offer) he wishes to purchase
- 42 7 If any Shareholder fails to accept his or their *pro rata* entitlement pursuant to the offer referred to in article 42 6, then the Company shall within 7 days of the expiry of the 30 day period mentioned in article 42 6 allocate those Sale Shares not so accepted to the Shareholder or Shareholders who have accepted the Sale Shares originally offered to them and expressed a willingness to purchase further Sale Shares *pro rata* (as nearly as may be) in proportion to the existing number of shares then held respectively as between such Shareholders (provided that no Shareholder shall be required to purchase more than the maximum number indicated by him pursuant to article 42 6)
- 42 8 If the Company does not dispose of all the Sale Shares pursuant articles 42 6 to 42 7 then the directors (excluding the Seller, if a director) shall be entitled to nominate a third party or third parties to purchase the unsold Sale Shares at a price not less than the Sale Price
- 42 9 Within 14 days of the exhaustion of the procedures set out in articles 42 6 to 42 8, the Company shall notify the Shareholders (including the Seller) of the allocation of the Sale Shares (or part thereof) and the Seller shall be bound upon payment of the Sale Price to transfer such Sale Shares to the person(s) to whom they have been allocated pursuant to articles 42 6 to 42 8
- 42 10 If the Company does not dispose of all the Sale Shares pursuant to articles 42 6 to 42 8, completion of the sale of the Sale Shares disposed of pursuant to articles 42 6 to 42 8 shall take place within 7 days of receipt by the Seller of the Company's notice pursuant to article 42 9, but the Seller may forthwith and during the period of 60 days next following the receipt of the Company's notice pursuant to article 42 9 sell all or

part of the unsold Sale Shares to any person at a price not less than the Sale Price

- 42 11 If in any case the Seller, after having become bound to transfer any shares as aforesaid, makes default in so doing, the Company may receive the purchase money on behalf of the Seller and the Company may appoint some person to execute instruments of transfer of such shares in favour of the buyer(s), and shall thereupon cause the names of the buyer(s) to be entered in the Company's register as the holders of the shares and shall hold the purchase money in a separate bank account on trust for the Seller. The receipt of the Company for the purchase money shall be a good discharge to the buyers, and after their names have been entered in the Company's register in exercise of the aforesaid power the validity of the said transaction shall not be questioned by any person

43. Compulsory Transfers

- 43 1 A person who becomes entitled to one or more share(s) in consequence of the death of a Shareholder shall, if the directors so resolve not later than 365 days after the directors receive notice that the person concerned has become so entitled, be deemed to have given a Transfer Notice in respect of all of the shares then registered in the name of the deceased member. The provisions of article 42 2 to 42 11 (inclusive) shall govern the transfer of those shares
- 43 2 A Leaver shall be deemed to have given a Transfer Notice in respect of all of the shares then registered in his name (and any shares registered in the name of his successors and any person to persons to whom he has transferred any shares) as at the date he becomes a Leaver. The provisions of article 42 2 to 42 11 (inclusive) shall govern the transfer of those shares, save that in the circumstances described in this article 43 2
- (a) the period of 40 days referred to in articles 42 5 and 42 6 shall be replaced by a period of 365 days, and
 - (b) where the Leaver is a Bad Leaver, the Sale Price in respect of the Sale Shares shall be the nominal value of the Sale Shares

44. Tag Along Rights and Obligations

- 44.1 No sale or transfer shall be made or registered if the same would result in a Purchasing Group holding 75% or more of the Voting Shares in issue from time to time, unless
- 44 1 1 before the sale is made or the transfer is lodged for registration, the Purchasing Group has made a Third Party Offer, which shall have

remained open for at least 21 days, and

44 1 2 the proposed sale or transfer is approved by the board

45. Drag Along Rights and Obligations

45 1 If a proposed sale or transfer made or registered would result in a Purchasing Group holding or increasing their shareholding in the Company to 75% or more of the Voting Shares in issue from time to time, the Purchasing Group may by written notice to the Company require the Company as agent for the Purchasing Group to serve notices (each a "**Compulsory Purchase Notice**") on each of the other Shareholders ("**Minority Shareholders**") requiring them to sell their shares to one or more persons identified as members of the Purchasing Group at the Third Party Price

45 2 The Purchasing Group shall complete the purchase of all the shares in respect of which a Compulsory Purchase Notice has been given at the time indicated in the Compulsory Purchase Notice and, in any event, no later than 60 days after the date of posting of the Compulsory Purchase Notices. The consideration shall be payable in full without any set off

45 3 If following service of the Compulsory Purchase Notices a Minority Shareholder has not transferred his shares to any member of the Purchasing Group as required by articles 45 1 and 45 2, the board may authorise some person to execute and deliver on such Minority Shareholder's behalf any necessary transfer in favour of the relevant member(s) of the Purchasing Group and the directors shall receive the consideration in respect of such shares and shall (subject to the transfer being duly stamped, paid out of such consideration) cause the name of the relevant member(s) of the Purchasing Group to be entered into the register of members of the Company as the holder of the relevant shares. The Company shall apply such consideration so far as necessary to meet any stamp duty liability of the Minority Shareholder in respect of the relevant transfer and shall hold the balance of the consideration in trust for the Minority Shareholder but shall not be bound to earn or (if earned) pay interest on it. The receipt of the Company for the consideration shall be a good receipt for the price of the relevant shares, but the Purchasing Group shall not be discharged from procuring that the Company applies the money in payment to the Minority Shareholder against delivery by the Minority Shareholder of the certificate in respect of the shares or an indemnity in respect of the same. After the name of the member of the Purchasing Group has been entered in the register of members of the Company in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person

46. Transmission of Shares

- 46 1 In the event that a Transfer Notice is deemed to have been served as a result of the death of a Shareholder pursuant to article 43 1 and, following completion of the procedures set out in article 42, the Company does not dispose of all of the shares of that Shareholder, the personal representative(s) of the Shareholder may (without prejudice to their rights under article 42 10 to sell the Selling's Shareholder's shares to any person within the period of 60 days mentioned in article 42 10, at a price not less than the Sale Price), upon such evidence being produced as the directors may properly require, elect either to become the holder of the shares or, in the case of a deceased Shareholder, to nominate as transferee such person(s) who is entitled to such shares pursuant to the will of the deceased Shareholder or pursuant to the rules of intestacy (but so that such election or nomination shall not be a Transfer Notice pursuant to article 43 1 and no restrictions as to price shall apply) Subject as aforesaid, if he elects to become the holder he shall give notice to the Company to that effect and if he elects to have another person registered he shall execute an instrument of transfer of the share to that person
- 46 2 Subject to article 46 3, a person becoming entitled to any shares in consequence of the death or bankruptcy of a Shareholder has the same rights to which he would be entitled if he were the holder of those shares except that he shall not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of those shares, unless he becomes the holder of those shares
- 46 3 The directors may at any time give notice requiring any person entitled to any shares by reason of the death or bankruptcy of a Shareholder to elect either to be registered himself in respect of those shares or to transfer those shares and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with

DIVIDENDS AND DISTRIBUTIONS

47. Procedure for Declaring Dividends

- 47 1 The Company may, by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 47 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

- 47 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights
- 47.4 Unless the Shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of shares on the date of the resolution or decision to declare or pay it
- 47 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
- 47 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
- 47 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

48. Calculation of Dividends

- 48 1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be
- 48 1 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
- 48 1 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- 48 2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
- 48 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

49 Payment of Dividends and Other Distributions

- 49 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
- 49 1 1 transfer to a bank or building society account specified by the distribution

- recipient either in writing or as the directors may otherwise decide,
- 49 1 2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- 49 1 3 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
- 49 1 4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- 49 2 In these Articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable
 - 49 2 1 the holder of the share, or
 - 49 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members, or
 - 49 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the person(s) entitled to the share by reason of the death or bankruptcy of that holder

50. Deductions from Distributions in Respect of Sums Owed to the Company

- 50 1 If a share is subject to the Company's lien, and the directors are entitled to issue a lien enforcement notice in respect of it, they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice
- 50 2 Money so deducted must be used to pay any of the sums payable in respect of that share
- 50 3 The Company must notify the distribution recipient in writing of
 - 50 3.1 the fact and amount of any such deduction,
 - 50 3 2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
 - 50 3 3 how the money deducted has been applied

51. No Interest on Distributions

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by the terms on which the share was issued or the provisions of another agreement between the holder of that share and the company

52. Unclaimed Distributions

- 52 1 All dividends or other sums which are payable in respect of shares and 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
- 52 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
- 52 3 If twelve years have passed from the date on which a dividend or other sum became due for payment and 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

53. Non-Cash Distributions

- 53 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)
- 53 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
 - 53 2 1 fixing the value of any assets,
 - 53 2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and/or
 - 53 2 3 vesting any assets in trustees

54. Waiver of Distributions

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

55. Authority to Capitalise and Appropriation of Capitalised Sums

55 1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution

55 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

55 1 2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions

55 2 Capitalised sums must be applied on behalf of the persons entitled and in the same proportions as a dividend would have been distributed to them

55 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

55 4 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or 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

55 5 Subject to these Articles the directors may

55 5 1 apply capitalised sums in accordance with articles 55 3 and 55 4 partly in one way and partly in another,

55 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

55 5 3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article

SHAREHOLDER MEETINGS

56. Attendance and Speaking at General Meetings

- 56 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
- 56 2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and 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
- 56 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
- 56 4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other
- 56.5 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

57. Quorum for General Meetings

- 57 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum at the time when the meeting proceeds to business
- 57 2 Where, for the time being, the Company has only one Shareholder, one Qualifying Person present at a meeting is a quorum Otherwise the quorum is two Qualifying Persons unless
- 57 2 1 each is a Qualifying Person only because he is authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation, or
- 57 2 2 each is a Qualifying Person only because he is appointed as proxy of a Shareholder in relation to the meeting, and they are proxies of the same Shareholder

58. Chairing General Meetings

- 58 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 58 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, the directors present, or (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
- 58 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

59. Attendance and Speaking by Directors and Non-Shareholders

- 59 1 Directors may attend and speak at general meetings whether or not they are Shareholders
- 59 2 The chairman of the meeting may permit other persons who are not Shareholders, or otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting

60. Adjournment

- 60 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
- 60 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or 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
- 60 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 60 4 When adjourning a general meeting, the chairman of the meeting must 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 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 60 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) to the same persons to whom notice of the Company's general meetings is required to be given, containing the same information which such notice is required to contain

- 60 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

61. Voting – General

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

62. Errors and Disputes

- 62 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
- 62 2 Any such objection must be referred to the chairman of the meeting whose decision is final.

63. Poll Votes

- 63 1 A poll on a resolution may be demanded
- 63 1 1 in advance of the general meeting where it is to be put to the vote, or
- 63 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 63 2 A poll may be demanded by
- 63 2 1 the chairman of the meeting,
- 63 2 2 the directors,
- 63 2 3 two or more persons having the right to vote on the resolution, or
- 63 2 4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution
- 63 3 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 63 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

64. Content of Proxy Notices

- 64 1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which
- 64 1 1 states the name and address of the Shareholder appointing the proxy,
 - 64 1 2 identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed,
 - 64 1 3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - 64 1 4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised (provided that in calculating such period no account shall be taken of any part of a day that is not a working day) and in accordance with any instructions contained in the notice of the general meeting to which they relate
- and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting
- 64 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 64 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
- 64 4 Unless a proxy notice indicates otherwise, it must be treated as 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 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

65. Delivery of Proxy Notices

- 65 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
- 65 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
- 65 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

- 65 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

66. Amendments to Resolutions

- 66 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

66 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

66 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

- 66 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- 66 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

ADMINISTRATION

67. Means of Communication to be Used

- 67 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the 2006 Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company

- 67 2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

- 67 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

68. Company Seal

- 68 1 Any common seal may only be used by the authority of the directors, and the directors may decide by what means and in what form any common seal is to be used
- 68 2 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
- 68 3 For the purposes of this article, an authorised person is any director of the Company, the company secretary (if any), or any person authorised by the directors for the purpose of signing documents to which the common seal is applied

69. Provision for Employees on Cessation of Business

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

70. Indemnity and Insurance

- 70 1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the Company (other than any person, whether an officer or not, engaged by the Company as auditor) shall be indemnified and kept indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company
- 70 2 Without prejudice to any indemnity to which a director may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles), the directors shall, to the extent permitted by the Companies Acts, have the power to grant, on such terms as they see fit, to any director or other officer of the Company, an indemnity or indemnities out of the assets of the Company in respect of

any liability incurred by him as such, and to amend, vary or extend the terms of such indemnity so granted, again on such terms as the directors see fit

- 70.3 The directors shall have the power to purchase and maintain indemnity insurance for any director, as contemplated by section 233 of the 2006 Act
- 70.4 Subject to the Companies Acts, the directors shall have the power to make a loan to any director or otherwise do anything to enable a director to avoid incurring expenditure in defending himself in an investigation by a regulatory authority, or against action proposed to be taken by a regulatory authority, or in any criminal or civil proceedings or in connection with any application under sections 661(3) or 1157 of the 2006 Act
- 70.5 This article shall not be deemed to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Companies Acts