

Company number: 10126023

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

ENRICH4 LIMITED

(the "Company")

On 5th July 2017, the following written resolutions were passed as ordinary and special resolutions (as indicated) in accordance with Chapter 2 of Part 3 of the Companies Act 2006.

ORDINARY RESOLUTION:

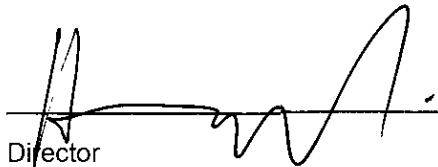
1. **THAT:**

the 100 (one hundred) issued ordinary shares of £1 each in the Company's share capital be sub-divided into 10,000 ordinary shares of £0.01 each.

SPECIAL RESOLUTION:

2. **THAT:**

the articles of association attached to this written resolution be adopted as the Company's articles of association in substitution for, and to the exclusion of, the Company's existing articles of association.


Director

For and on behalf of

Enrich4 Limited



Company Number: 10126023

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

**ARTICLES OF ASSOCIATION
OF
ENRICH4 LTD**



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Company Number: 10126023

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

**ARTICLES OF ASSOCIATION
OF
ENRICH4 LTD**

**PART 1
INTERPRETATION AND LIMITATION OF LIABILITY**

1. MODEL ARTICLES DO NOT APPLY

No model articles set out in any legislation apply as the Company's articles of association.

2. DEFINED TERMS

2.1 In the Articles:

"**2006 Act**" means the Companies Act 2006 (as amended from time to time);

"**Accounts**" means the audited accounts or unaudited financial statements of the Company (as applicable) which shall include a balance sheet, profit and loss account and cashflow statement for the period ending on the Accounts Date;

"**Accounts Date**" means 31 December;

"**Alternate**" or "**Alternate Director**" has the meaning given in Article 29;

"**Appointor**" has the meaning given in Article 29.1;

"**Articles**" means the Company's articles of association;

"**Associate**" means a Subsidiary Undertaking or Parent Undertaking of any person, and another Subsidiary Undertaking of any Parent Undertaking of that person;

"**Available Profits**" means profits available for distribution within in the meaning of the 2006 Act;

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

"**Board**" means the board of directors of the Company;

"**Business**" means the business of operating an anaerobic digestion plant as well as the business of providing anaerobic digestion management and administration services to operational biogas plants in the United Kingdom; and such other business as the Shareholders, acting unanimously, shall agree in Writing should be carried on by the Company from time to time;

"**Business Day**" means a day (other than a Saturday or Sunday) on which the clearing banks in the City of London and Zurich, Switzerland, are open for business;

"**Call**" has the meaning given in Article 39.1;

"**Call Notice**" has the meaning given in Article 39.1;

"**Call Payment Date**" has the meaning given in Article 42.1;

"**Chairman**" has the meaning given in Article 13;

"Chairman of the Meeting" has the meaning given in Article 721;

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

"Company" means Enrich4 Limited, a private limited company incorporated in England and Wales;

"Company's Lien" has the meaning given in Article 37.1;

"Conflict of Interest" has the meaning given in Article 17;

"Continuing Shareholder" means a Shareholder who receives, or is otherwise deemed to have received, a Transfer Notice;

"Defaulting Shareholder" means a Shareholder that suffers an Event of Default;

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

"Disposal Period" has the meaning given in Article 49.9;

"Dispose" includes to:

- (a) transfer, sell, assign, buy-back, redeem, convey, dispose of (or of any interest in);
- (b) grant any option over;
- (c) create any Encumbrances over;
- (d) enter into any swap arrangement, any derivative arrangement, or other similar arrangement involving the transfer of credit and/or market risk from a transferee to the transferor;
- (e) agree to do any of the foregoing, whether conditionally or otherwise except that the mere entry into a sale agreement, completion of which is conditional upon compliance with the provisions of Articles 55 or 56 shall not be treated as a Disposal for these purposes; and
- (f) approve any scheme of arrangement or other corporate reorganisation, the completion of which would result in any of the matters described in Articles (a) to (e) above occurring.

and **Disposal** and **Disposed** shall be construed accordingly;

"Distribution Recipient" has the meaning given in Article 62;

"Document" includes, unless otherwise specified, any document sent or supplied in Electronic Form;

"Drag Along Offer" has the meaning given in Article 56.1;

"Drag Along Notice" has the meaning given in Article 56;

"Drag Along Price" means the cash sale price offered by the Drag Along Purchaser in respect of each class of Securities held by the Dragged Shareholders;

"Drag Along Purchaser" has the meaning given in Article 56.1;

"Drag Along Transaction" has the meaning given in Article 56.1;

"Dragged Shareholders" has the meaning given in Article 56.1;

"Dragging Shareholder" has the meaning given in Article 56.1;

"Electronic Form" has the meaning given in section 1168 of the Companies Act 2006;

"Encumbrances" includes any mortgage, charge (whether fixed or floating), pledge, lien, security interest, option or other such arrangement or other third party interest (legal or equitable) over the relevant asset, security or right;

"Event of Default" means in relation to a corporate Shareholder, the occurrence of any of the following:

- (a) committing a material breach of its obligations under the Shareholders' Agreement which, in the case of a breach capable of remedy, it fails to remedy within 20 Business Days of being specifically required in Writing to do so by any other Shareholder who shall also notify the Company in Writing;
- (b) having a receiver, manager or an administrator appointed, passing a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law;
- (c) a distress, execution, sequestration or other process being levied against a material part of its property which is not discharged within 10 Business Days after the commencement of that process; or
- (d) ceasing or threatening to cease wholly or substantially to carry on its business;

In relation to an individual Shareholder, the occurrence of any of the following:

- (a) his being adjudicated bankrupt;
- (b) his making a voluntary arrangement with his creditors;
- (c) committing a material breach of its obligations under this agreement which, in the case of a breach capable of remedy, it fails to remedy within 20 Business Days of being specifically required in Writing to do so by any other Shareholder who shall also notify the Company in Writing;
- (d) in the case of Neil Hunter, his ceasing to be an employee, Director or consultant of the Company for any reason; or
- (e) in the case of Neil Hunter, his death, his becoming a patient under any mental health legislation or his otherwise becoming incapable of managing his affairs;

"Expert" an expert valuer (being a firm of chartered accountants) appointed by the Shareholders to determine the Prescribed Price of the Shares or failing agreement by the Shareholders within 10 Business Days after commencement of such discussions, as nominated by the President for the time being of the Institute of Chartered Accountants of England and Wales on the application of the Board;

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other Instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such share or the income thereof is liable to be transferred or Paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"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 2006 Act;

"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;

"Lien Enforcement Notice" has the meaning given in Article 38;

"Majority Shareholder" means a Shareholder or Shareholders together holding a majority of the voting rights in the Company (within the meaning of section 1159(1) of paragraph (2) of Schedule 6 to the 2006 Act.

"Member of the Same Group" means as regards any company, that company and its Associates;

"New Shareholder" means a person who is not a party to the Shareholders' Agreement that becomes a Holder of any Shares (whether by transfer, transmission or issue);

"Obligatory Transfer Event" has the meaning given in Article 51;

"Offer Period" has the meaning given in Article 49.6;

"Ordinary Resolution" has the meaning given in section 282 of the 2006 Act;

"Original Shareholder" has the meaning given in Article 50.1;

"Paid" means paid or credited as paid;

"Parent Undertaking" has the meaning given in s.1162 of the 2006 Act;

"Participate", in relation to a Directors' meeting, has the meaning given in Article 11.1 and

"Participating" shall be construed accordingly;

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

"Permitted Transferee" means:

- (a) in relation to a corporate Shareholder which is an undertaking (as defined in section 1161(1) of the 2006 Act) means any Member of the Same Group;
- (b) in relation to an individual, any of his Privileged Relations or Trustees;
- (c) in relation to a corporate Shareholder any of the Privileged Relations or Trustees of any Director or member of the corporate Shareholder;

"Prescribed Price" means such sum in respect of the relevant Shares as is either:

- (a) agreed between the Shareholders within 5 Business Days of the date of deemed service of the Transfer Notice in respect of the Shares in accordance with Article 51; or
- (b) in default of agreement between the Shareholders within such 5 Business Day period, such sum as the Expert certifies to be in their opinion the fair value of those Shares as between a willing buyer and a willing seller contracting on arm's length terms, having regard to the fair value of the Business as a going concern at the date of the deemed service of the Transfer Notice, but without taking into account any minority discount or majority premium;

"Privileged Relation" means in relation to a Shareholder who is an individual member or deceased or former member means a spouse, civil partner, child or grandchild (including step or adopted or illegitimate child and their issue) and such child's or grandchild's issue (as the case may be);

"**Proxy Notice**" has the meaning given in Article 77.1;

"**Proxy Notification Address**" has the meaning given in Article 78.1;

"**Qualifying Company**" has the meaning given in Article 50.3;

"**Relevant Date**" means the date upon which a Shareholder and its Associates cease to be interested in any Shares;

"**Restricted Transfer Period**" has the meaning given in Article 49.4;

"**ROFO Notice**" has the meaning given in Article 49.6;

"**ROFO Offer**" has the meaning given in Article 49.6;

"**ROFO Procedure**" has the meaning given in Article 49;

"**Sale Price**" has the meaning given in Article 57.2(b)(i);

"**Sale Shares**" has the meaning given in Article 49.6;

"**Scale-back Notice**" means a notice in Writing from the Tag Along Vendor to the Tag Along Shareholders that it has reduced the number of Tag Along Securities and the corresponding number of Securities that may be sold by any Tag Along Shareholder to the Tag Along Purchaser;

"**Seller**" means a Shareholder who serves, or is deemed to have served, a Transfer Notice;

"**Selling Shareholder**" has the meaning given in Article 49.5;

"**Shareholder**" means a person who is the Holder of a share;

"**Shareholders' Agreement**" means the agreement entered into by the Shareholders on the date on which these Articles were adopted;

"**Shares**" means the ordinary shares of £0.01 each in the capital of the Company or any other class of shares of the Company subsequently created or, as the context requires, any combination thereof and "**Share**" shall mean any one of such share;

"**Special Resolution**" has the meaning given in section 283 of the 2006 Act;

"**Subsidiary**" has the meaning given in section 1159 of the 2006 Act;

"**Subsidiary Undertaking**" has the meaning given in section 1162 of the 2006 Act;

"**Tag Along Acceptance**" means a notice by a Shareholder specifying that it wishes the Tag Along Purchaser to purchase the Tag Along Proportion of its securities which must be the same class or type as the Tag Along Securities;

"**Tag Along Offer**" has the meaning given in Article 55.2;

"**Tag Along Proportion**" means the proportion which the number of Shares which the Tag Along Vendor proposes to sell bears to all Shares held by the Tag Along Vendor in that class of Shares (as conclusively determined by the Company in the event of dispute);

"**Tag Along Purchaser**" has the meaning given in "**Tag Along Offer**" has the meaning given in Article 55.2;

"**Tag Along Share**" has the meaning given in Article 55.2;

"**Tag Along Vendor**" has the meaning given in Article 55.2;

"**Transfer Notice**" means a notice specifying:

- (a) that a Shareholder wishes, or is obliged, to transfer all of his, her or its (as relevant) Shares (including those Shares held by the Shareholder's Permitted Transferees);
- (b) the number and designation of the Sale Shares; and

(c) any other information required in accordance with the terms of this agreement;

"**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

"**Trustees**" in relation to a Shareholder means the trustee or the trustees of a Family Trust;

"**Written**" or "**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.

2.2 Unless otherwise specified, other words or expressions contained in the Articles have the same meaning as in the 2006 Act as in force on the date when these Articles become binding on the Company.

3. **LIABILITY OF MEMBERS**

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

4. **DIRECTORS' GENERAL AUTHORITY**

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

5. **SHAREHOLDERS' RESERVE POWER**

5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

6. **DIRECTORS MAY DELEGATE**

6.1 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 (consisting of two or more persons and at least one of them must be a Director);
 - (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 decide.

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

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

7. **COMMITTEES**

7.1 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.

- 7.2 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

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Decisions of the Directors may be taken:

- (a) at a Directors' meeting; or
- (b) in the form of a Directors' written resolution.

8.2 But if:

- (a) the Company only has one Director; and
- (b) no provision of the Articles requires it to have more than one Director,

the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

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 that notice.

9.2 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 that are to Participate 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 The Company shall send to each of the Directors (in Electronic Form if so required) no later than 5 Business Days prior to the date of the meeting, a Written agenda specifying the business to be discussed at such meeting together with all relevant papers.

- 9.4 The Company shall send to each of the Directors (in Electronic Form if so required) as soon as reasonably practicable after each meeting of the Board and in any event no later than 10 Business Days after the date of the meeting, a copy of the minutes.

- 9.5 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.

- 9.6 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 before, on or after the date on which the meeting is held. Where the 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. FREQUENCY OF DIRECTORS' MEETINGS

- 10.1 Unless otherwise agreed by simple majority of the Directors:

- (a) meetings of the Board shall be held at least two times per annum;
- (b) meetings of the Board shall be held at such location as the Directors shall from time to time agree; and
- (c) no meeting of the Board may be convened on notice of less than 5 Business Days.

11. PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 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.

11.2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

11.3 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.

12. **QUORUM FOR DIRECTORS' MEETINGS**

12.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 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.

12.3 If a quorum is not present within half an hour from the time set for a meeting of the Board or if during the meeting a quorum ceases to be present, the Company shall immediately give notice by facsimile and email transmission to the Shareholders and the meeting shall be adjourned to the second Business Day after the date set for the meeting otherwise the same time and place.

12.4 The quorum for the transaction of business at an adjourned meeting shall be two Directors.

12.5 A Director may Participate in a meeting of the Board or of a committee of the Board (if any) of which he is a member by conference telephone or similar communications equipment by means of which all the persons Participating in the meeting can hear and speak to each other at the same time. Participation in a meeting in this manner is treated as presence in person at the meeting for the purposes of establishing a quorum and for all other purposes.

12.6 A resolution which is signed or approved by a majority of Directors entitled to receive notice of a meeting of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of the Board duly called and constituted. The resolution may be contained in one Document or in several Documents in like form, each signed or approved by one or more of the Directors concerned; but a resolution signed or approved by an Alternate Director need not also be signed or approved by his Appointor and, if it is signed or approved by a Director who has appointed an Alternate Director, it need not be signed or approved by the Alternate Director in that capacity. For the purposes of this Article 12 the approval of a Director or Alternate Director may be given by letter, fax or e-mail.

13. **CHAIRING OF DIRECTORS' MEETINGS**

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

13.2 The person so appointed for the time being is known as the Chairman.

13.3 The Directors may terminate the Chairman's appointment at any time.

13.4 If the Chairman is not Participating in a Directors' meeting within 10 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

14. **VOTING AT DIRECTORS' MEETINGS: GENERAL RULES**

14.1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the Participating Directors.

14.2 Subject to the Articles, each Director Participating in a Directors' meeting has one vote.

15. **CASTING VOTE**

15.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a second, or casting vote.

- 15.2 But this does not apply if, in accordance with these Articles, the Chairman or other Director is not to be counted as Participating in the decision-making process for quorum or voting purposes.

16. ALTERNATES VOTING AT DIRECTORS' MEETINGS

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

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

17. SITUATIONAL CONFLICTS

- 17.1 The Directors may, in accordance with this Article, authorise a matter proposed to them which would, if not authorised, involve a Director breaching his or her duty under section 175 of the 2006 Act to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the Company's interests.

- 17.2 An authorisation referred to in Article 17.1 is effective only if:

- (a) the matter is proposed to the Directors by being submitted in Writing for consideration at a Directors' meeting and in accordance with the Directors' usual procedures or in any other manner as the Directors may decide;
- (b) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director who has a direct or indirect interest in the matter; and
- (c) the matter is agreed to without the Director in question or any other Director who has a direct or indirect interest in the matter voting or would have been agreed to if their votes had not been counted.

- 17.3 The Directors may:

- (a) authorise a matter pursuant to Article 17.1 on such terms and for such duration, or impose such limits or conditions on it, as they may decide; and
- (b) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.

- 17.4 Any terms, limits or conditions imposed by the Directors in respect of their authorisation of a Director's Conflict of Interest or possible Conflict of Interest pursuant to Article 17.1 may provide that:

- (a) if the Director has (other than as a Director) information in relation to the matter in respect of which the Director owes a duty of confidentiality to another person, the Director is not obliged to disclose that information to the Company or to use or apply it in performing his or her duties as a Director;
- (b) the Director is to be excluded from discussions in relation to the matter whether at a Directors' meeting or any committee of Directors or otherwise;
- (c) the Director is not to be given any Documents or other information in relation to the matter; and
- (d) the Director may or may not vote (or may or may not be counted in the quorum) at a Directors' meeting or any committee of Directors in relation to any resolution relating to the matter.

- 17.5 A Director does not infringe any duty which the Director owes to the Company by virtue of sections 171 to 177 of the 2006 Act if the Director acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of their authorisation of that Director's Conflict of Interest or possible Conflict of Interest given pursuant to Article 17.1.

17.6 A reference in the Articles to a "**Conflict of Interest**" includes a Conflict of Interest and duty and a conflict of duties.

18. RETENTION OF REMUNERATION AND BENEFITS

18.1 A Director is not, by reason of being a Director, required to account to the Company for any remuneration or other benefit which the Director derives from, or in connection with, a relationship involving a Conflict of Interest or possible Conflict of Interest which has been authorised by the Directors pursuant to Article 17.1 or by the Company in general meeting but this is subject, in each case, to any terms, limits or conditions that apply in respect of that authorisation.

18.2 If a Director has declared the nature and extent of his or her interest (to the extent required by the 2006 Act), the Director, by reason of being a Director, is not required to account to the Company for any remuneration or other benefit which the Director derives from, or in connection with:

- (a) being a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
- (b) acting (other than as auditor) alone or through an entity or firm in a professional capacity for the Company and the Director, entity or firm is entitled to remuneration for professional services as if the Director was not a Director; or
- (c) being a Director or other officer of, or employed by, or otherwise interested in the Company's subsidiaries or any other body corporate in which the Company is interested (and, for the purpose of this paragraph, the definition of "**Director**" in Article 2.1 does not apply).

18.3 A transaction or arrangement referred to in Article 18.2 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to in that Article.

18.4 A Director's receipt of any remuneration or other benefit referred to Article 18.1 or 18.2 does not constitute an infringement of the Director's duty under section 176 of the 2006 Act.

19. DIRECTORS INTERESTS IN TRANSACTIONS

19.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the 2006 Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or Participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the 2006

Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act.

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

19.3 For the purposes of Article 17.1:

- (a) a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest;
- (b) 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
- (c) an interest of a Director who appoints an Alternate Director shall be treated as an interest of the Alternate Director.

20. **PROPOSING DIRECTORS' WRITTEN RESOLUTIONS**

20.1 Any Director may propose a Directors' written resolution.

20.2 The company secretary (if any) must propose a Directors' written resolution if a Director requests.

20.3 A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors.

20.4 Notice of a proposed Directors' written resolution must indicate:

- (a) the proposed resolution; and
- (b) the time by which it is proposed that the Directors should adopt it.

20.5 Notice of a proposed Directors' written resolution must be given in Writing to each Director.

20.6 Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

21. **ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS**

21.1 A proposed Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it, but only if, those Directors would have formed a quorum at such a meeting.

21.2 It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted.

21.3 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the Articles.

21.4 The Directors or the company secretary (if any) must ensure that the Company keeps a record, in Writing, of all Directors' written resolutions for at least 10 years from the date of their adoption.

22. **CHANGE OF NAME**

The Directors may decide to change the Company's name.

23. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, the Directors may make any rule which they decide about how they take decisions, and about how those rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

24. METHODS OF APPOINTING DIRECTORS

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;
- (b) by a decision of the Directors; or
- (c) by a notice given in accordance with Article 26.

25. TERMINATION OF DIRECTOR'S APPOINTMENT

25.1 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 2006 Act 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) notification is received by the Company from the Director that the Director is resigning from office, and that resignation has taken effect in accordance with its terms;
- (f) a notice given in accordance with Article 26 takes effect; or
- (g) the Directors resolve that the person should cease to be a Director because the person and their Alternate (if any) has been absent from Directors' meetings for six consecutive months without the Directors' permission.

25.2 The removal of a person as a Director in accordance with Article 25.1(f) or 25.1(g) is not to be taken as depriving that person of compensation or damages payable to that person in respect of the termination of their appointment as Director or of any appointment terminating with that as Director.

26. DIRECTOR'S APPOINTMENT AND REMOVAL BY MAJORITY SHAREHOLDERS

26.1 The Holder or Holders of more than half in nominal value of the Shares giving the right to attend and vote at a general meeting of the Company may at any time by notice to the Company executed by or on behalf of the Holder or Holders:

- (a) appoint any person to act as a Director; and
- (b) remove any Director from office.

26.2 An appointment or removal of a Director under Article 26.1:

- (a) is to be sent or supplied to the Company in accordance with Article 83; and
- (b) takes effect in accordance with the terms of the notice on the Company's receipt of it.

27. DIRECTORS' REMUNERATION

27.1 Directors may perform any services for the Company that the Directors decide.

27.2 Directors are entitled to such remuneration as the Directors decide:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they perform for the Company.

- 27.3 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.

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

28. **DIRECTORS' EXPENSES**

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.

ALTERNATE DIRECTORS

29. **APPOINTMENT AND REMOVAL OF ALTERNATES**

29.1 Any Director (the "**Appointor**") may appoint as an Alternate any other Director, or any other person approved by resolution of the Directors, to:

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

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

29.2 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.

29.3 The notice must:

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

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

30.1 An Alternate Director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the Alternate's Appointor.

30.2 Except as the Articles specify otherwise, Alternate Directors are:

- (a) deemed for all purposes to be Directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointors; and
- (d) not deemed to be agents of or for their Appointors.

30.3 A person who is an Alternate Director but not a Director:

- (a) may be counted as Participating for the purposes of determining whether a quorum is Participating (but only if that person's Appointor is not Participating); and

- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

No Alternate may be counted as more than one Director for the purposes of Article 30.3(a).

- 30.4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except that part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the Company.

31. **TERMINATION OF ALTERNATE DIRECTORSHIP**

An Alternate Director's appointment as an Alternate terminates:

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

PART 3 SHARES AND DISTRIBUTIONS SHARES

32. **SHARE CAPITAL**

- 32.1 The Shares shall rank pari passu in all respects.

33. **POWERS TO ISSUE SHARES**

- 33.1 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, whether in regard to dividend, voting, return of capital or otherwise, as may be decided by Special Resolution.
- 33.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may decide the terms, conditions and manner of redemption of those Shares.
- 33.3 The Company may purchase its own Shares in any way allowed by the 2006 Act.

INTERESTS IN SHARES

34. **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.

SHARE CERTIFICATES

35. **SHARE CERTIFICATES**

- 35.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 35.2 Every certificate must specify:

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

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

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

35.5 Certificates must:

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

36. **REPLACEMENT SHARE CERTIFICATES**

36.1 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.

36.2 A Shareholder exercising the right to be issued with 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.

PARTLY PAID SHARES

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

37.1 The Company has a lien (the "**Company's Lien**") over every share which is Partly Paid for any part of:

- (a) that share's nominal value; and
- (b) any premium at which it was issued,

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

37.2 The Company's Lien over a share:

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

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

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

38.1 Subject to the provisions of this Article, if:

- (a) a Lien Enforcement Notice has been given in respect of a share; and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the Directors decide.

38.2 A Lien Enforcement Notice:

- (a) may only be given in respect of a share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the Holder of the share or to a Transmittree; and
- (e) must state the Company's intention to sell the share if the notice is not complied with.

38.3 Where Shares are sold under this Article:

- (a) the Directors may authorise any person to execute an Instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

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

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost, stolen or destroyed certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice.

38.5 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a share has been sold to satisfy the Company's Lien on a specified date:

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

39. **CALL NOTICES**

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

39.2 A Call Notice:

- (a) may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
- (b) must state when and how any Call to which it relates it is to be Paid; and

(c) may permit or require the Call to be Paid by instalments.

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

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

(a) revoke it wholly or in part; or

(b) specify a later time for payment than is specified in the notice,

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

40. **LIABILITY TO PAY CALLS**

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

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

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

(a) which are not the same; or

(b) at different times.

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

41.1 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium) on:

(a) allotment;

(b) the occurrence of a particular event; or

(c) a date fixed by or in accordance with the terms of issue.

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

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

42.1 For the purposes of this Article 42:

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

(b) the "**Relevant Rate**" is:

(i) the rate fixed by the terms on which the share in respect of which the Call is due was allotted;

(ii) such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been decided by the Directors; or

(iii) if no rate is fixed in either of these ways, five percent a year.

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

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

(b) until the Call is Paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate.

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

43. NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a Call has not been Paid as required by a Call Notice;
- (b) must be sent to the Holder of that share or to a person entitled to it by reason of the Holder's death, Bankruptcy or otherwise;
- (c) must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.

44. DIRECTORS' POWER TO FORFEIT SHARES

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

45. EFFECT OF FORFEITURE

45.1 Subject to the Articles, the forfeiture of a share extinguishes:

- (a) all interests in that share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the share as between the person whose share it was before the forfeiture and the Company.

45.2 Any share which is forfeited in accordance with the Articles:

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

45.3 If a person's Shares have been forfeited:

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

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

46. PROCEDURE FOLLOWING FORFEITURE

- 46.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the Instrument of transfer.
- 46.2 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a share has been forfeited on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 46.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 46.4 If the Company sells a forfeited share, the person who held it before its forfeiture is entitled to receive from the Company the proceeds of that sale, net of any commission, and excluding any amount which:
- (a) was, or would have become, payable; and
 - (b) had not, when that share was forfeited, been Paid by that person in respect of that share,
- but no interest is payable to that person in respect of those proceeds and the Company is not required to account for any money earned on them.

47. SURRENDER OF SHARES

- 47.1 A member may surrender any share:
- (a) in respect of which the Directors may issue a notice of intended forfeiture;
 - (b) which the Directors may forfeit; or
 - (c) which has been forfeited.
- 47.2 The Directors may accept the surrender of such a share.
- 47.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 47.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

TRANSFER AND TRANSMISSION OF SHARES

48. SHARE TRANSFERS

- 48.1 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:
- (a) the transferor; and
 - (b) (if any of the Shares is Partly Paid) the transferee.
- 48.2 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any share.
- 48.3 The Company may retain any Instrument of transfer which is registered.
- 48.4 The transferor remains the Holder of a share until the transferee's name is entered in the register of members as Holder of it.

- 48.5 The Directors may not refuse to register the transfer of a share made with the prior Written approval of the Shareholder Majority Shareholder. In any other case, the Directors may refuse to register the transfer of a share for any reason including if:
- (a) the share is not Fully Paid;
 - (b) the transfer is not lodged at the Company's registered office or such other place as the Directors have appointed;
 - (c) the transfer is not accompanied by the certificate for the Shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
 - (d) the transfer is in respect of more than one class of share; or
 - (e) the transfer is in favour of more than four transferees.

49. **TRANSFERS OF SHARES – GENERAL**

- 49.1 In Articles 49 to 51 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 49.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 49.3 No Share may be transferred to any third party unless such transfer has been approved by the Board or is made in accordance with:
- (a) Article 49 (Transfer of Shares – general);
 - (b) Article 50 (Permitted Transfers);
 - (c) Article 55 (Tag Along); and
 - (d) Article 56 (Drag Along).
- 49.4 Until 3 years have elapsed from the Completion Date (the "**Restricted Transfer Period**"), except with the prior Written consent of the other Shareholders (not to be unreasonably withheld or delayed), no Shareholder may transfer any Share other than pursuant to Article 50 (Permitted Transfers), Article 51 (Obligatory Transfers), Article 55 (Tag Along) or Article 56 (Drag Along).
- 49.5 Following the Restricted Transfer Period, a Shareholder wishing to transfer any Share (a "**Selling Shareholder**") shall comply with the "right of first offer" procedure set out in this Article 49 (the "**ROFO Procedure**"), unless the transfer is pursuant to Article 50 (Permitted Transfer), Article 51 (Obligatory Transfer), Article 55 (Tag Along) or Article 56 (Drag Along).
- 49.6 The Selling Shareholder shall serve a Written notice on a Shareholder specifying the number and type of Shares it wishes to transfer (the "**Sale Shares**") and the cash price at which it is willing to sell the Sale Shares, not less than 40 Business Days before it transfers the Sale Shares. If the Shareholder wishes to purchase any of the Sale Shares, it shall within the period of 40 Business Days following the service of that notice (the "**Offer Period**"), serve Written notice on the Selling Shareholder (the "**ROFO Notice**") specifying:
- (a) that it is willing to purchase the Sale Shares;
 - (b) any other material terms; and
 - (c) that is making an offer to the Selling Shareholder which is capable of legally binding acceptance,
- (a "**ROFO OFFER**").
- 49.7 A ROFO Offer made in accordance with Article 49.6 shall be irrevocable.

- 49.8 The Selling Shareholder may accept or reject any ROFO Offer and shall notify the Shareholder in Writing of that decision within 10 Business Days after the end of the Offer Period.
- 49.9 If no ROFO Offer is made, the Selling Shareholder:
- (a) may within 9 months after the end of the Offer Period (the "**Disposal Period**") offer the Sale Shares to any person at any price and on such terms as it considers desirable, provided that if the Selling Shareholder has not completed the sale of the Sale Shares within the Disposal Period, the Selling Shareholder shall, subject to Article 49.5 once again comply with the ROFO Procedure before effecting a Disposal of the Sale Shares; and
 - (b) if the Sale Shares to be sold pursuant to Article 49.9(a) above comprise more than 50% of the issued Shares of the same class or type in aggregate over any 12-month period, then the Selling Shareholder shall comply with Article 55 (Tag Along).
- 49.10 If a ROFO Offer is made but is not accepted by the Selling Shareholder during the Offer Period, the Selling Shareholder may transfer during the Disposal Period the Sale Shares to any person(s):
- (a) at a value per Share greater to the price per Share which would have been received if the Selling Shareholder had accepted the best ROFO Offer which would have resulted in all of the Sale Shares being sold; and
 - (b) on other material terms which are at least as favourable to the Selling Shareholder as those disclosed in the relevant ROFO Offer.
- 49.11 If the Selling Shareholder accepts a ROFO Offer:
- (a) the Shareholder making the ROFO Offer shall be irrevocably bound to purchase and the Selling Shareholder shall be irrevocably bound to sell the Sale Shares in respect of which the ROFO Offer has been accepted and the Selling Shareholder and the Shareholder making the ROFO Offer shall (subject to applicable governmental or regulatory requirements) have 20 Business Days from the Selling Shareholder's acceptance of the ROFO Offer (or receipt of any applicable government or regulatory approvals or clearances), whichever is later, within which to complete the purchase and sale of those Sale Shares;
 - (b) if any Shareholder making a ROFO Offer fails to complete the purchase within the period specified in Article 49.11(a):
 - (i) the Selling Shareholder may transfer the Sale Shares to which the ROFO Offer related on the terms set out in Article 49.9 with the Disposal Period being deemed to commence from the date falling 20 Business Days after the Selling Shareholder's acceptance of the ROFO Offer referred to in Article 49.11(a); and
 - (ii) Article 55 (Tag Along) shall not apply to the transfer by the Selling Shareholder pursuant to Article 49.11(b)(i).
- 49.12 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles it will be deemed immediately to have served a Transfer Notice with respect to all of the Shares held by it and/or its Permitted Transferees.
- 49.13 Any transfer of a Share by way of sale which is required to be made under Articles 49 to 51 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 49.14 The Directors shall, as a condition to the registration of any transfer of Shares (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a Deed of Adherence and if any condition is imposed in accordance with this Article 49 the transfer may not be registered unless that Deed of Adherence has been executed and delivered to the Company's registered office by the transferee.

50. PERMITTED TRANSFERS

- 50.1 Subject to Article 49, a Shareholder (the "**Original Shareholder**") may transfer all, but not some only, of his, her or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 50.2 In the event that the Original Shareholder is a body corporate if a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than 5 Business Days after the date on which the Permitted Transferee so ceases transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have served a Transfer Notice in respect of those Shares.
- 50.3 Trustees may (i) transfer Shares to a Company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining Trustees upon a change of Trustees without restrictions as to price or otherwise.
- 50.4 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust Instrument and in particular with the powers of the Trustees;
 - (b) with the identity of the proposed trustees; and
 - (c) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be Paid by the Company.
- 50.5 If a company to which a Share has been transferred under Article 50, ceases to be a Qualifying Company it must within 5 Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares.
- 50.6 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he or she must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by him or her to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company,
 - (c) failing which he or she shall be deemed to have given a Transfer Notice.
- 50.7 On the death, Bankruptcy, winding up, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint Holder) his personal representatives or trustee in Bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the death, winding up order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still in existence (and not insolvent or bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in Bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

51. OBLIGATORY TRANSFER EVENT

- 51.1 If a Shareholder commits or suffers an Event of Default, the Continuing Shareholders have the option, at their discretion, to require the Defaulting Shareholder to sell to them (or as they direct) all of the Shares held or beneficially owned by the Defaulting Shareholder. If more than one Continuing Shareholder wishes to participate in such purchase, the buy-out right shall be allocated pro rata between such Continuing Shareholders. The Defaulting Shareholder shall give notice of an Event of Default to the Continuing Shareholders as soon as possible and, if it does not, it is deemed to have given such notice on the date on which the Continuing Shareholders became aware, at first, of the occurrence of the Event of Default (or, in the case of the Shareholders committing or suffering more than one Event of Default, the first Event of Default).
- 51.2 The Board shall procure that the Prescribed Price be determined as soon as practicable after the deemed service of the Transfer Notice.
- 51.3 The participating Continuing Shareholders must give notice to the Seller within 15 Business Days of determination of the Prescribed Price if they wish to buy all of the Seller's Sale Shares at the Prescribed Price.
- 51.4 The relevant Continuing Shareholders will be bound to buy all of the Seller's Sale Shares if they give notice to the Seller under Article 51.3 that they wish to do so. The sale and purchase of the Sale Shares shall take place on the terms set out in Article 58.
- 51.5 If at the end of the period specified in Article 51.3, Continuing Shareholders have not notified the Seller that they want to buy the Sale Shares, the Seller shall be entitled to retain the Sale Shares.
- 51.6 For the purposes of this Article the Expert shall act as an independent expert and not as an arbitrator and its determination shall, in the absence of manifest error, be conclusive.
- 51.7 The rights of the Shareholders under this Article 51 are in addition to, and shall not affect, any other right or remedy that a Shareholder may have against another.
- 51.8 If the Directors refuse to register the transfer of a share, 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.

52. TRANSMISSION OF SHARES

- 52.1 If title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share.
- 52.2 Nothing in these Articles releases the estate of a deceased Shareholder from any liability in respect of a share solely or jointly held by that Shareholder.
- 52.3 A Transmitttee 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.
- 52.4 But Transmitttees 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.

53. EXERCISE OF TRANSMITTEES' RIGHTS

- 53.1 Transmitttees who wish to become the Holders of Shares to which they have become entitled must notify the Company in Writing of that wish.

- 53.2 If the Transmittree wishes to have a share transferred to another person, the Transmittree must execute an Instrument of transfer in respect of it.
- 53.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.
54. **TRANSMITTEES BOUND BY PRIOR NOTICES**
- If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the register of members.
55. **TAG ALONG**
- 55.1 This Article shall not apply to any Disposal pursuant to:
- (a) Article 50 (Permitted Transfer); or
 - (b) Article 51 (Obligatory Transfer Event).
- 55.2 Except as set out in Article 55.1, where any one or more Shareholder(s) representing in aggregate more than 50% of the issued Shares in the Company (a "**Tag Along Vendor**") wishes to Dispose (and/or realise, whether through redemption or otherwise) of more than 50% of its Shares (the "**Tag Along Shares**") to one or more persons (each a "**Tag Along Purchaser**") in one or more transactions in any period of 12 months, then that Tag Along Vendor shall serve a notice ("**Tag Along Offer**") on each other Shareholder and the Company specifying:
- (a) the total number of Tag Along Shares and the estimated sale price per share (or the means by which the price shall be calculated);
 - (b) any other material terms of the Disposal of the Tag Along Shares (to the extent that they are known by the Tag Along Vendor on the date of the Tag Along Offer);
 - (c) the name of any identified Tag Along Purchaser(s); and
 - (d) that each Shareholder may Dispose of certain Shares if the Shareholder complies with this Article 55.2.
- 55.3 Within 10 Business Days of service of the Tag Along Offer, any Shareholder other than the Tag Along Vendor may serve a Tag Along Acceptance on:
- (a) the Tag Along Vendor; and
 - (b) the Company.
- 55.4 A Tag Along Offer may be revoked at any time. A Tag Along Acceptance is irrevocable except in accordance with Article 55.7(b) or if there has otherwise been a material change in the price or terms of the Disposal from that set out in the Tag Along Offer.
- 55.5 If any Shareholder has given a Tag Along Acceptance, the Tag Along Vendor shall not Dispose of any Tag Along Shares to a Tag Along Purchaser unless the Tag Along Purchaser makes an offer that is capable of acceptance to acquire all of each Tag Along Shareholder's Shares:
- (a) at the same price per Share as the Tag Along Vendor shall receive;
 - (b) on the same completion date as the Tag Along Purchaser has agreed with the Tag Along Vendor or such other date as is agreed between a Shareholder and the Tag Along Purchaser;
 - (c) on the terms set out in the Tag Along Offer (as amended by any terms notified by the Tag Along Vendor to the Tag Along Shareholders after the Tag Along Offer) which shall be the same or no more onerous (in the reasonable opinion of the Board) to the Tag-Along Shareholders than those between the Tag Along Vendor and the Tag Along Purchaser.

- 55.6 The Tag Along Vendor shall give each Tag Along Shareholder at least 15 Business Days' Notice before it intends to complete the sale of any Tag Along Shares to a Tag Along Purchaser. This notice may be given as part of the Tag Along Offer or otherwise.
- 55.7 Notwithstanding any other provision of this Article 55 (Tag Along):
- (a) following receipt of any Tag Along Acceptance, the Tag Along Vendor may serve a Scale-Back Notice. Subject to Article 55.7(b), the Tag Along Shareholders shall sell to the Tag Along Purchaser the reduced number of Shares specified in the Scale-Back Notice provided that the Tag Along Vendor and each Tag Along Shareholder shall sell the same proportion of their Shares as the Tag Along Shares to the Tag Along Purchaser; and
 - (b) if the total number of Shares which a Tag Along Shareholder may sell following the Scale-Back Notice is less than 50% of the Shares which it elected to sell in a Tag Along Acceptance, it may notify the Company in Writing within 3 Business Days of a Scale-Back Notice, that its Tag Along Acceptance has been revoked with immediate effect.
- 55.8 If the Tag Along Vendor is unable to procure that the Tag Along Purchaser makes the offer referred to in Article 55.5, the Tag Along Vendor shall not be entitled to sell the Tag Along Shares to that Tag Along Purchaser pursuant to this Article 55 (Tag Along), but shall otherwise not be in breach of these Articles.
56. **DRAG ALONG**
- 56.1 Except for any Disposal pursuant to Article 50 (Permitted Transfers), if one or more Shareholders wish to transfer (and/or realise, whether through redemption or otherwise) all of their Shares representing in aggregate more than 50% of the issued Shares in the Company (the "**Dragging Shareholder**") under a bona fide arm's length offer (a "**Drag Along Offer**") to one or more persons (a "**Drag Along Purchaser**"), then it has the option to require all of the other Shareholders ("**Dragged Shareholders**") to transfer all of their Shares to the Drag Along Purchaser, or as the Drag Along Purchaser directs (a "**Drag Along Transaction**").
- 56.2 A Shareholder may exercise the option in Article 56.1 by giving a Written notice (a "**Drag Along Notice**") to the Dragged Shareholders specifying:
- (a) that the Dragged Shareholders are, or will be, required to transfer their Shares under this paragraph to the Drag Along Purchaser:
 - (i) on or about the date specified in the Drag Along Notice;
 - (ii) or (if no date is specified), on or about any date that the selling Shareholder specifies by notice in Writing,
 which in either case shall not be less than 15 Business Days after the date of the Drag Along Notice; and
 - (b) the estimated Drag Along Price (or the means by which the Drag Along Price will be calculated), which, subject to Article 56.4 below, shall be not less than the price per Share offered or proposed to be offered to the Dragging Shareholder, under the Drag Along Offer.
- 56.3 The Dragging Shareholder may require the Dragged Shareholders to transfer their Shares to the Drag Along Purchaser (or its nominee) at the same price per Share Paid to Dragging Shareholder under the Drag Along Offer in accordance with this paragraph and the Drag Along Notice, any time within 6 months of the date of the Drag Along Notice.
- 56.4 Nothing in this Article obliges a Dragging Shareholder or a Dragged Shareholder when transferring Shares under this Article to comply with Article 55 (Tag Along), where such provisions would not otherwise apply.

56.5 If any person becomes a New Shareholder after a Drag Along Notice has been served, the New Shareholder shall be bound to sell and transfer all Shares acquired by it to the Drag Along Purchaser. The provisions of Articles 55.2 and 56.1 shall apply mutatis mutandis to the New Shareholder, except that if the Shares are acquired after the sale of the Shares of the Dragged Shareholders has been completed, completion of the sale of the New Shareholder's Shares shall take place immediately on the New Shareholder acquiring the Shares.

56.6 For the avoidance of doubt:

- (a) a Shareholder may serve a Drag Along Notice more than once; and
- (b) a Drag Along Notice may be revoked at any time by a Dragging Shareholder giving Written notice to the Company before the proposed transfer of Shares to the Drag Along Purchaser becomes wholly unconditional.

57. COMPLETION OF SHARE PURCHASE

57.1 Subject to Article 57.2, completion of the sale and purchase of Shares under Article 51 shall take place within 20 Business Days after the later of:

- (a) the date of delivery (or deemed date of delivery) of the Transfer Notice to the Continuing Shareholders; or
- (b) the date of determination of the Prescribed Price in accordance with Article 51.

57.2 At completion:

- (a) the Seller shall:
 - (i) deliver, or procure that there is delivered to the Continuing Shareholders, duly completed stock transfer forms transferring the legal and beneficial ownership of the relevant Shares to them, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders may reasonably require to show good title to the Shares, or to enable them to be registered as the holder of the Shares;
 - (ii) deliver, or procure that there are delivered to the Company, the resignation of each Director appointed by it; and
 - (iii) automatically cease to be a party to this agreement, but without prejudice to any rights or obligations of the Seller which accrued before such cessation, including in respect of any prior breach of this agreement;
- (b) each Continuing Shareholder shall:
 - (i) deliver, or procure that there is delivered to the Seller, a bankers' draft made payable to the Seller or to his order for his pro rata share of the transfer price or the Prescribed Price (as applicable) (the "**Sale Price**") (or such other method of payment agreed between the Continuing Shareholders and the Seller); and
 - (ii) lend to the Company, in full and in cleared funds to the Company's bank account, its pro rata share of such sum as will be required by the Company to repay in full all sums due and owing to the Seller from the Company; and
- (c) the Company shall, immediately upon receipt of funds from the Continuing Shareholders in accordance with Article (b)(ii), transfer to the Seller (in full and in cleared funds by electronic transfer to an account nominated in writing by the Seller) such sum in cash as required to repay all sums due and outstanding from the Company to the Seller as at the date of completion.

57.3 The parties shall exercise all voting rights and other powers available to them in relation to the Company so as to procure the registration of a transfer of Shares in accordance with this Article 57.

- 57.4 If the Seller fails to comply with the provisions of this Article 57;
- (a) the Chairman of the Company or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (i) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Shares to the Continuing Shareholders;
 - (ii) receive the Sale Price and give written discharge for it;
 - (iii) (subject to the transfer being duly stamped) enter the relevant Continuing Shareholders in the register of Shareholders as the holder of the Shares purchased by them; and
 - (b) the Company shall pay the Sale Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).
- 57.5 The right of the Seller to transfer Shares under Article 57.3 does not apply if any of the Continuing Shareholders is of the opinion on reasonable grounds that:
- (a) the transferee is a person (or a nominee for a person) who the Directors determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company;
 - (b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - (c) the Seller has failed or refused to provide promptly information available to it or him or her and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 57.6 If any Continuing Shareholder fails to pay the Sale Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Sale Price shall accrue interest at a rate equal to 5% per annum above the base rate of Barclays Bank plc from time to time.

CONSOLIDATION OR DIVISION OF SHARES

58. SHARES RESULTING FROM A SUB-DIVISION

A resolution authorising the Company to sub-divide its Shares or any of them may decide that, as between the Shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others.

59. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

59.1 This Article applies where:

- (a) there has been a consolidation or division of Shares; and
- (b) as a result, Holders of the Shares are entitled to fractions of Shares.

59.2 The Directors may:

- (a) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable;
- (b) authorise any person to execute an Instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
- (c) distribute the net proceeds of sale in due proportion among the Holders of the Shares.

59.3 Where any Holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure decided by the Directors, that Holder's portion may be distributed to an

organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

- 59.4 The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- 59.5 The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DIVIDENDS AND OTHER DISTRIBUTIONS

60. PROCEDURE FOR DECLARING DIVIDENDS

- 60.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 60.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 60.3 No dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights.
- 60.4 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.
- 60.5 If the Company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 60.6 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.
- 60.7 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 incur by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

61. CALCULATION OF DIVIDENDS

- 61.1 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be:
 - (a) declared and Paid according to the amounts Paid up on the Shares on which the dividend is Paid; and
 - (b) apportioned and Paid 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.
- 61.2 Except as otherwise provided by the Articles or the rights attached to Shares, a dividend or other sum which is a distribution may be declared and Paid in any currency decided by the Directors. The Directors may decide the rate of exchange for any currency conversions that may be required and how any costs involved are to be met.
- 61.3 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 61.4 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.

62. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

- (a) transfer to a bank or building society account specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;
- (b) sending a cheque made payable to the Distribution Recipient by post:
 - (i) to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the share); or
 - (ii) (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 that person) at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or
- (d) any other means of payment as the Directors agree with the Distribution Recipient either in Writing or by such other means as the Directors decide.

62.2 In the Articles, "**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;
- (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 Transmittree.

63. **DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY**

63.1 If:

- (a) a share is subject to the Company's Lien; and
- (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,

the Directors 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.

63.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

63.3 The Company must notify the Distribution Recipient in Writing of:

- (a) the fact and amount of any deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any deduction; and
- (c) how the money deducted has been applied.

64. **NO INTEREST ON DISTRIBUTIONS**

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

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the Holder of that share and the Company.

65. **UNCLAIMED DISTRIBUTIONS**

65.1 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.

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

65.3 If:

(a) 12 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.

66. NON-CASH DISTRIBUTIONS

66.1 Subject to the terms of issue of a share, 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 the share by transferring non-cash assets of equivalent value (including Shares or other securities in any company).

66.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they decide, 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 to adjust the rights of recipients; and

(c) vesting any assets in trustees.

67. WAIVER OF DISTRIBUTIONS

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in Writing to that effect. But if:

(a) the share has more than one Holder; or

(b) more than one person is entitled to the share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

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

CAPITALISATION OF PROFITS

68. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

68.1 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 part of the sum standing to the credit of the Company's share premium account or capital redemption reserve or any of the Company's reserve accounts; 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.

68.2 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.
- 68.3 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.
- 68.4 A capitalised sum which has been appropriated from profits available for distribution may be applied:
 - (a) in or towards paying up any amounts unpaid on existing Shares held by the persons entitled; or
 - (b) in paying up new debentures of the Company which are then allotted credited as Fully Paid to the persons entitled or as they may direct.
- 68.5 Subject to the Articles the Directors may:
 - (a) apply capitalised sums in accordance with Articles 69.3 and 69.4 partly in one way and partly in another;
 - (b) make such arrangements as they decide 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

69. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

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

70. QUORUM FOR GENERAL MEETINGS

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.

71. CHAIRING GENERAL MEETINGS

- 71.1 If the Directors have appointed a Chairman, the Chairman is entitled to chair general meetings if present and willing to do so.
- 71.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within 10 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.
- 71.3 The person chairing a meeting in accordance with this Article is referred to as "**the Chairman of the Meeting**".

72. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 72.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 72.2 The Chairman of the Meeting may permit other persons who are not:
- (a) Shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,
- to attend and speak at a general meeting.

73. ADJOURNMENT

- 73.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.
- 73.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 73.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 73.4 When adjourning a general meeting, the Chairman of the Meeting must:
- (a) either specify the time, date and place to which it is adjourned or state that it is to continue at a time, date and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time, date and place of any adjournment which have been given by the meeting.
- 73.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven 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 the notice is required to contain.
- 73.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

74. **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 the Articles.

75. **ERRORS AND DISPUTES**

75.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

75.2 An objection must be referred to the Chairman of the Meeting, whose decision is final.

76. **POLL VOTES**

76.1 A poll on a resolution may be demanded:

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

76.2 A poll may be demanded by:

- (a) *the Chairman of the Meeting*;
- (b) at least two Directors; or
- (c) a person or persons representing not less than 10 percent of the total voting rights of all the Shareholders having the right to vote on the resolution.

76.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the Chairman of the Meeting consents to the withdrawal.

76.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

77. **CONTENT OF PROXY NOTICES**

77.1 Proxies may only validly be appointed by a notice in Writing (a "**Proxy Notice**") which:

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may decide; 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.

77.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

77.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

77.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

78. DELIVERY OF PROXY NOTICES

- 78.1 A notice of a general meeting must specify the address or addresses (each a "**Proxy Notification Address**") at which the Company will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or (unless the Directors decide otherwise in relation to a specific general meeting) Electronic Form.
- 78.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 78.3 A Proxy Notice must be delivered to a Proxy Notification Address not less than 48 hours before the start of the general meeting or adjourned meeting to which it relates.
- 78.4 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 78.5 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.
- 78.6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by Written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

79. MATTERS RESERVED FOR A SHAREHOLDERS

- 79.1 The Company shall not, without the consent of all of the A Shareholders:
- (a) alter its memorandum or articles of association or adopt any articles or pass any resolutions inconsistent with them;
 - (b) vary its authorised or issued share (other than to issue Shares on a pre-emptive basis to existing Shareholders to fund any cashflow shortfalls of the Company, in which case it shall be a pre-requisite of such issue that each Shareholder shall be entitled (but not obliged) on equivalent terms to be issued such Shares as will maintain that parties respective shareholding in the Company) or loan capital or create or grant any options or other rights to subscribe for Shares or to convert into Shares;
 - (c) alter the rights attaching to any of its Shares;
 - (d) consolidate, sub divide or convert any of its Shares;
 - (e) reduce its share capital or reduce any uncalled liability in respect of Partly Paid Shares or purchase or redeem any of its Shares;
 - (f) issue debentures, securities convertible into Shares, share warrants or options in respect of Shares;
 - (g) create or acquire a Subsidiary Undertaking or dispose of Shares in a Subsidiary Undertaking;
 - (h) declare or pay a dividend other than in accordance with Article 60;
 - (i) appoint or dismiss a Director otherwise than in accordance with Article 26;
 - (j) unless required to do so by law, do or permit to be done anything as a result of which the Company may be wound up (whether voluntarily or compulsorily), except as provided for in this agreement;
 - (k) enter into a scheme of arrangement within the meaning of Part 26 of the 2006 Act;
 - (l) create a fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over all or part of the Company's undertaking or assets, except to secure its indebtedness for sums borrowed in the normal course of the Business;

- (m) except where a matter is included in the budget prepared and delivered in accordance with the provisions of the Shareholders' Agreement, make a loan or advance or give credit (other than normal trade credit);
- (n) give a guarantee or indemnity to secure the liabilities or obligations of any person other than in the normal course of the Business;
- (o) factor or assign any of the Company's book debts;
- (p) sell, lease, create an interest in or otherwise dispose of the whole or a material part of the Company's undertaking or assets, or contract to do so;
- (q) enter into a contract or arrangement which is not in the normal course of the Business or makes any material change in the nature of the Business;
- (r) except where a matter or arrangement is provided for in this agreement, enter into a contract or arrangement with a Shareholder;
- (s) enter into a contract or arrangement which is not on arm's length terms;
- (t) acquire Shares or securities of a person; or
- (u) enter into a partnership, profit sharing or joint venture agreement.

80. AMENDMENTS TO RESOLUTIONS

80.1 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 decide); and
- (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

80.2 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.

80.3 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.

APPLICATION OF RULES TO CLASS MEETINGS

81. CLASS MEETINGS

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

PART 5

ADMINISTRATIVE ARRANGEMENTS

82. MEANS OF COMMUNICATION TO BE USED

82.1 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 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.

82.2 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 these notices or Documents for the time being.

82.3 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.

83. **DEEMED DELIVERY OF DOCUMENTS AND INFORMATION**

83.1 Any Document or information sent or supplied by the Company (whether or not under the Articles) is deemed to have been received by the intended recipient as follows:

- (a) if the Document or information is sent (whether in hard copy or Electronic Form) by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom and 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;
- (b) if the Document or information is sent (whether in hard copy or Electronic Form) by second class post from an address in the United Kingdom to another address in the United Kingdom and 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 48 hours after it was posted;
- (c) if the Document or information is sent (whether in hard copy or Electronic Form) by airmail from an address in the United Kingdom to an address outside the United Kingdom and 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 72 hours after it was posted; and
- (d) if the Document or information is sent or supplied by electronic means and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 24 hours after it was sent.

83.2 In calculating a period of hours for the purposes of this Article, no account is to be taken of any part of a day that is not a working day.

84. **JOINT HOLDERS**

In relation to Documents or information to be sent or supplied to joint Holders of Shares, anything to be agreed or specified by all the joint Holders may be agreed or specified by the joint Holder whose name appears first in the register of members.

85. **COMPANY SEALS**

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

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

85.3 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.

85.4 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.

86. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Shareholder.

87. **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.

88. **AUTHENTICATION OF DOCUMENTS**

A Director, the company secretary (if any) or a person appointed by the Directors for the purpose may authenticate any Document that the Company is required to authenticate.

DIRECTORS' INDEMNITY AND INSURANCE

89. **INDEMNITY**

89.1 Subject to Article 89.2, 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 2006 Act); or
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

89.2 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.

89.3 In this Article:

- (a) companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "**relevant Director**" means any Director or former Director of the Company or an associated company.

90. **INSURANCE**

90.1 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.

90.2 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.