

Company Number 10129702

THE COMPANIES ACT 2006

PRIVATE COMPANY

LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

FLAXBY PARK LIMITED

(the "Company")

WEDNESDAY



A07

A5AMPSZE

06/07/2016

COMPANIES HOUSE

#448

Circulation Date: 24 June 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following resolutions are passed as special resolutions (the "Resolutions") but so that neither resolution shall be passed unless both are passed

Special Resolutions

1 **THAT** the 4,000 issued ordinary shares of £0 01 each in the capital of the Company be re-designated as follows

- 1 1 the 1,800 ordinary shares of £0 01 each held by Highland & Universal Land Limited be re-designated as 1,800 A ordinary shares of £0 01 each,
- 1 2 the 925 ordinary shares of £0 01 each held by Trevor Cartner be re-designated as 925 B ordinary shares of £0 01 each,
- 1 3 the 925 ordinary shares of £0 01 each held by Flaxby Park Land Limited be re-designated as 925 B ordinary shares of £0 01 each;
- 1 4 the 245 ordinary shares of £0 01 each held by Greyfriars Investments Limited be re-designated as 245 C ordinary shares of £0 01 each, and
- 1 5 the 105 ordinary shares of £0 01 each held by The Grey Elephant Company Limited be re-designated as 105 C ordinary shares of £0 01 each,

in each case having the rights and being subject to the restrictions set out in the articles of association adopted pursuant to resolution 2 below

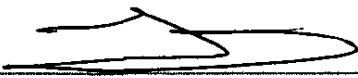
2 **THAT** the articles of association attached to this written resolution and, for the purpose of identification initialled by a director of the Company, be adopted as the Company's articles of association in substitution for, and to the exclusion of, the Company's existing articles of association

Agreement

Please read the notes attached to this document before signifying your agreement to the Resolutions.

We the undersigned (each being a person who was entitled to vote on the Resolutions on the Circulation Date) hereby irrevocably agree to the Resolutions

Signed _____ Dated _____ 2016
Highland & Universal Land Limited

Signed  _____ Dated 24 June 2016
Trevor Cartner

Signed _____ Dated _____ 2016
Flaxby Park Land Limited

Signed _____ Dated _____ 2016
Greynars Investments Limited


Signed _____ Dated _____ 2016
The Grey Elephant Company
Limited

Agreement

Please read the notes attached to this document before signifying your agreement to the Resolutions.

We the undersigned (each being a person who was entitled to vote on the Resolutions on the Circulation Date) hereby irrevocably agree to the Resolutions

Signed


Highland & Universal Land Limited

Dated

24 June 2016

Signed

Trevor Cartner

Dated

2016


Signed:

Flaxby Park Land Limited

Dated

2016


Signed:


Greyfriars Investments Limited

Dated

24 June 2016

Signed


The Grey Elephant Company Limited

Dated.

24 June 2016


Agreement

Please read the notes attached to this document before signifying your agreement to the Resolutions.

We the undersigned (each being a person who was entitled to vote on the Resolutions on the Circulation Date) hereby irrevocably agree to the Resolutions

Signed.	_____	Dated	_____ 2016
	Highland & Universal Land Limited		

Signed.	_____	Dated	_____ 2016
	Trevor Cartner		

Signed	 _____	Dated	_____ 2016
	Flaxby Park Land Limited		

Signed.	_____	Dated.	_____ 2016
	Greyfriars Investments Limited		

Signed.	_____	Dated	_____ 2016
	The Grey Elephant Company Limited		

Notes

- 1 You can choose to agree to both the Resolutions or neither of them but you cannot agree to only one of the Resolutions. If you agree with both the Resolutions, please indicate your agreement by signing and dating this document where indicated on the previous page and returning it to the Company before the end of the period of 28 days beginning with the Circulation Date (the "**Lapse Period**") using one of the following methods:
 - 1.1 **By Hand** delivering the signed copy to the Company at Wynyard Park House, Wynyard Avenue, Wynyard, England, TS22 5TB
 - 1.2 **Post** returning the signed copy by post to the Company at Wynyard Park House, Wynyard Avenue, Wynyard, England, TS22 5TB
- 2 If you do not agree with both the Resolutions, you do not need to do anything. Failure to respond will not be treated as agreement to the Resolutions.
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 4 The Resolutions are passed when eligible members representing 75% of the total voting rights of eligible members have signified their agreement to them, however, neither of the Resolutions is passed unless both of them are passed.
- 5 If the Resolutions are not passed before the end of the Lapse Period they will lapse. If the Company receives your signed document after the end of the Lapse Period your agreement to the Resolutions will be ineffective.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.



**ARTICLES OF ASSOCIATION
OF FLAXBY PARK LIMITED**

50312591-4

Live 34309392 v 4

A handwritten signature in black ink, consisting of a stylized 'A' with a horizontal line through it.

CONTENTS

1	Definitions and Interpretation	1
2	Model Articles	8
3	Share Capital and Share Rights	9
4	Unissued Shares	10
5	All Shares to be Fully Paid Up	10
6	Powers to Issue Different Classes of Shares	10
7	Company Not Bound by Less Than Absolute Interests	10
8	Share Certificates	10
9	Replacement Share Certificates	11
10	Share Transfers	11
11	Compulsory Transfers	12
12	Pre-Emption on Transfer	14
13	Permitted Transfers of Shares	17
14	Liability of Members	18
15	Directors' General Authority	18
16	Shareholders' Reserve Power	18
17	Directors May Delegate	18
18	Committees of Directors	19
19	Directors to Take Decisions Collectively	19
20	Unanimous Decisions	19
21	Calling a Directors' Meeting	19
22	Participation in Directors' Meetings	20
23	Number of Directors	20
24	Quorum for Directors' Meetings	20
25	Voting at Directors' Meetings	21
26	Chairing of Directors' Meetings	21
27	Chairman's Casting Vote	21
28	Situational Conflicts of Interest	21
29	Transactional Conflicts of Interest	22
30	Directors' Discretion to Make Further Rules	23
31	Appointment of Directors	23
32	Termination of Director's Appointment	23
33	Directors' Expenses	24
34	Appointment and Removal of Alternates	24
35	Rights and Responsibilities of Alternates	24
36	Termination of Appointment of Alternates	25
37	Procedure for Declaring Dividends	25
38	Payment of Dividends and Other Distributions	26
39	No Interest on Distributions	26
40	Unclaimed Distributions	26
41	Non-Cash Distributions	27

42	Waiver of Distributions	27
43	Authority to Capitalise and Appropriation of Capitalised Sums	27
44	Attendance and Speaking at General Meetings	28
45	Quorum for General Meetings	28
46	Chairing General Meetings	29
47	Attendance and Speaking by Directors and Non-Shareholders at General Meetings	29
48	Adjournment of General Meetings	29
49	Voting at General Meetings	30
50	Errors and Disputes	30
51	Content of Proxy Notices	30
52	Delivery of Proxy Notices	31
53	Amendments to Resolutions	31
54	Means of Communication to be Used	32
55	Company Seals	32
56	Right to Inspect Accounts and Other Records	33
57	Directors' Indemnity	33
58	Directors' Insurance	33

Company Number 10129702

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
FLAXBY PARK LIMITED

1 Definitions and Interpretation

1 1 The definitions set out in this Article 1 1 apply in these Articles

A Director	a Director appointed by the A Shareholder(s) pursuant to these Articles,
A Shareholder	a Holder of A Shares from time to time,
A Shares	the A ordinary shares of £0 01 each in the Company from time to time,
Acceptance Period	the meaning given in Article 12 7,
Acceptance Notice	the meaning given in Article 12 8,
Act	the Companies Act 2006,
Acting in Concert	as defined in City Code on Takeovers and Mergers,
Adoption Date	the date of adoption of these Articles,
Alternate	the meaning given in Article 34 1,
Appointor	the meaning given in Article 34 1,
Authorisation	the meaning given in Article 28 2,
Authorised Person	(a) any Director, (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.
B Director	a Director appointed by the B Shareholder(s) pursuant to these Articles,
B Shares	the B ordinary shares of £0 01 each in the Company from time to time,
B Shareholder	a Holder of B Shares from time to time,

Business Day	any day (other than a Saturday or a Sunday or public holiday in the United Kingdom) on which clearing banks are open for general banking business in the City of London and Edinburgh,
C Shares	the C ordinary shares of £0.01 each in the Company from time to time,
C Shareholders	a Holder of C Shares from time to time,
Capitalised Sum	the meaning given in Article 43.1(b),
Chairman	the chairman of the Company from time to time,
Chairman of the Meeting	the person chairing the relevant general meeting in accordance with Article 46,
Company	Flaxby Park Limited (Company Number 10129702),
Compulsory Transfer Event	<p>(1) In relation to any Shareholder being a corporate entity</p> <ul style="list-style-type: none"> (a) a resolution being passed for the liquidation (voluntary or otherwise) of that Shareholder (other than a genuine solvent reconstruction or amalgamation in which the new company assumes (and is capable of assuming) all the obligations of that Shareholder), (b) the making of an administration order by a court of competent jurisdiction, the passing of a resolution for the administration of that Shareholder, the filing of documents with a court for the appointment of an administrator, or the giving by that Shareholder, its directors or a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986) of notice of intention to appoint an administrator, (c) the appointment of a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of that Shareholder, (d) that Shareholder entering into a formal composition or arrangement with its creditors, (e) a petition for the winding up of that Shareholder being presented at court (which is not withdrawn or dismissed within seven days of the date of presentation), or

- (f) the commencement of any process which could result in the dissolution of that Shareholder and the distribution of its assets among its creditors, shareholders or any other person
- (2) In the case of a Shareholder who is an individual an order being made for the bankruptcy of such Shareholder or such Shareholder convening a meeting of their creditors or circulating a proposal with a view to making an arrangement or composition,
- (3) In relation to any Shareholder
 - (a) any event analogous to any of those referred to in any of (1) (a) to (1) (f) and (2) (inclusive) (as the case may be) above occurs in respect of that Shareholder in any jurisdiction in which that Shareholder carries on business,
 - (b) any disposal of a Share or any interest therein by that Shareholder (whether for consideration or otherwise) otherwise than in accordance with the provisions of these Articles, or
 - (c) a chargee becoming entitled to exercise its rights or realise its security over any Shares held by that Shareholder

Conflict	the meaning given in Article 28 1,
Conflicted Director	the meaning given in Article 28 1,
Connected Person	a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010,
Control	in relation to a company, the ability of any person (together with any person connected with or Acting in Concert with that person) to exercise more than fifty per cent (50%) of the total voting rights normally exercisable at any general meeting of that company and Controlled shall be construed accordingly,
Default Acceptance Period	the meaning given in Article 11 2,
Default Buyer	the meaning given in Article 11 1,
Default Completion	the meaning given in Article 11 4,
Default Price	the meaning given in Article 11 1,

Default Seller	the meaning given in Article 11.2,
Default Shares	the meaning given in Article 11 1,
Defaulting Shareholder	means a Shareholder who is subject to a Compulsory Transfer Event (and in the event that such Defaulting Shareholder is the A Shareholder, the term Defaulting Shareholder shall be deemed to also include the C Shareholder(s)),
Director	a director of the Company, including any person occupying the position of director, by whatever name called,
Electronic Form	the meaning given in section 1168 of the Act,
Eligible Directors	in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors' meeting,
Equity Securities	the meaning given in section 560(1) of the Act,
Expert	a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated, in the case of Article 11, by agreement between the Default Buyers and the Default Seller(s) and, in the case of Article 12, by agreement between the Directors and the Seller or, in the event of disagreement as to the nomination for a period of seven days, nominated on the application of any of the aforementioned persons by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Default Buyer(s) and the Default Seller(s) or (as the case may be) the Directors and the Seller, shall co-operate in relation to the nomination and subsequent appointment of the firm of chartered accountants and shall not unreasonably withhold their consent to the nomination or subsequent appointment, or the terms of engagement for the appointment, of the firm of chartered accountants,
Family Member	in relation to any individual Shareholder, the spouse or civil partner of that Shareholder and their children (including step and adopted children) from time to time;
Family Trust	a trust under which the only persons being (or capable of being) beneficiaries are <ul style="list-style-type: none"> (a) the settlor, and/or (b) the Family Members of that settlor, and (c) any charity or charities as default beneficiaries

(meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except other charities),

and under which no power of control over the voting powers conferred by any Share is exercisable at any time by, or subject to the consent of, any person other than the trustees, the settlor or the Family Members of that settlor For the purposes of this definition

- (i) settlor shall include a testator or an intestate in relation to a Family Trust arising under a testamentary disposition or an intestacy of a deceased Shareholder (as the case may be), and
- (ii) Family Member shall include the widow or widower of the settlor or the civil partner of such settlor at the date of his death,

Final Notice	the meaning given in Article 11 2,
Fully Paid	in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company,
Group	the Company and any Subsidiary,
Group Company	any member of the Group,
Hard Copy Form	the meaning given in section 1168 of the Act,
Holder	in relation to a Share, the person whose name is entered in the register of members as the holder of that Share from time to time,
Initial Notice	the meaning given in Article 11 1,
Joint Venture Agreement	the joint venture agreement in relation to the Company entered into on or around the Adoption Date (as amended or supplemented from time to time),
Majority Decision	subject to Article 25, a decision carried by a majority of the Directors (including at least one A Director and one B Director) and taken at a Directors' meeting,
Ordinary Resolution	the meaning given in section 282 of the Act,

Paid	paid or credited as paid,
Participate	the meaning given in Article 22 1 and Participating shall be construed accordingly,
Permitted Transfer	any transfer of Shares permitted in accordance with Article 13,
Permitted Transferee	a person to whom a Shareholder has transferred Shares pursuant to a Permitted Transfer,
Persons Entitled	has the meaning given in Article 43 1(b),
Prescribed Period	the period expiring on the date on which the procedure contemplated by Articles 12 1 to 12 9 (inclusive) has been exhausted,
Proxy Notice	the meaning given in Article 51 1,
Proxy Notification Address	the meaning given in Article 52 1,
Qualifying Representative	in relation to a Shareholder <ul style="list-style-type: none"> (a) a person authorised under section 323 of the Act to act as the representative of that Shareholder in relation to the relevant general meeting, or (b) a person appointed as proxy of that Shareholder in relation to the relevant general meeting,
Relevant Director	any director or former director of any Group Company,
Relevant Loss	any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees' share scheme of any Group Company,
Sale Price	the meaning given in Article 12 5,
Sale Shares	the meaning given in Article 12 2,
Seller	the meaning given in Article 12 2,
Shareholder Authorisation	the meaning given in Article 28 4,
Shareholder Consent	the prior written consent of both the A Shareholders (acting by majority) and the B Shareholders (acting by majority),
Shareholders	the A Shareholder(s), the B Shareholder(s) and the C Shareholders,

Shareholder's Group	in relation to a Shareholder <ul style="list-style-type: none"> (a) that Shareholder, (b) any company which is from time to time a subsidiary of that Shareholder, and (c) any company of which that Shareholder is a subsidiary from time to time (its holding company) and any other subsidiaries of any such holding company from time to time
Shares	shares in the Company,
Special Resolution	the meaning given in section 283 of the Act,
Subsidiary	any company which is a subsidiary of the Company from time to time,
Super Majority Consent	the prior written consent of the A Shareholders (acting by majority), the B Shareholders (acting by majority) and the C Shareholders (acting by majority),
Transaction	the meaning given in Article 29 1,
Transaction Director	the meaning given in Article 29 1,
Transfer Form	an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor
Transfer Notice	the meaning given in Article 12 2,
Transferees	the meaning given in Article 12 8,
Unanimous Decision	the meaning given in Article 20 1, and
Writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1 2 The rules of interpretation set out in Articles 1 3 to 1 9 (inclusive) apply in these Articles

1 3 A reference to

- (a) a **person** includes a reference to
 - (i) any individual, firm, partnership, unincorporated association or company wherever incorporated or situate, and
 - (ii) that person's legal personal representatives and successors,

- (b) **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,
 - (c) a **document** includes, unless otherwise specified, any document sent or supplied in Electronic Form, and
 - (d) a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 1 4 Unless the context otherwise requires
- (a) words denoting the singular shall include the plural and vice versa,
 - (b) words denoting a gender shall include all genders, and
 - (c) references to (or to any specified provision of) these Articles or any other document shall be construed as references to these Articles, that provision or that document as in force and as amended from time to time.
- 1 5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the Adoption Date) and any prior or subsequent legislation made under it but this Article 1 5 shall not operate so as to impose on any person any greater obligation than would otherwise apply
- 1 6 Unless the context otherwise requires, words or expressions used in these Articles shall have the same meaning as in the Act
- 1 7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 8 A reference to an **Article** is to an article of these Articles
- 1 9 A reference to a **transfer of Shares** or any similar expression shall include a sale or transfer of any interest in any Shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over any Shares
- 2 **Model Articles**
- 2 1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Adoption Date (the **Model Articles**) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles
- 2 2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

3 Share Capital and Share Rights

3 1 The share capital of the Company is comprised of A Shares, B Shares and C Shares

Income

3 2 Any profits which the Company may determine to distribute will be distributed among the Shareholders (pari passu as if the A Shares, B Shares and C Shares constituted one class of Shares) in proportion (as nearly as possible) to the number of Shares held by them respectively

Capital

3 3 On a return of assets (whether on liquidation, capital reduction or otherwise), the assets of the Company remaining after the payment of its liabilities will be distributed among the Shareholders (pari passu as if the A Shares, the B Shares and the C Shares constituted one class of Shares) in proportion (as nearly as possible) to the number of Shares held by them respectively)

Voting

3 4 Subject to any special rights or restrictions as to voting attached to any A Share or B Shares by, or in accordance with, these Articles

(a) On a vote on a resolution on a show of hands at a general meeting the A Shareholders (acting as one class) and the B Shareholders (acting as one class) (whether present in person or by one or more proxies) shall each have one vote

(b) On a vote on

(i) a resolution on a poll taken at a general meeting, or

(ii) a written resolution,

the A Shareholders as a class, regardless of the number of A Shares held by them, shall have 50 per cent of the votes and the B Shareholders, regardless of the number of B Shares held by them, shall have 50 per cent of the votes

3 5 The C Shares shall not be entitled to

(a) receive or vote on any written resolution of the Company, or

(b) receive notice of, attend or vote at any general meeting of the Company

Variation of class rights

3 6 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a Special Resolution of the Holders of the relevant class of Shares. Where a Special Resolution to vary the rights attaching to a class of Shares is proposed at a separate general meeting of the Holders of that class of Shares, all the provisions of these Articles as to general meetings of the Company shall apply (with such changes as are required), but so

that the necessary quorum shall be one such Holder present in person or by proxy For the purpose of this Article 3 6, one Shareholder present in person or by proxy may constitute a meeting

4 Unissued Shares

4 1 No Equity Securities shall be allotted without Super Majority Consent

4 2 The requirements of sections 561 and 562 of the Act shall not apply to any allotment of Equity Securities by the Company

5 All Shares to be Fully Paid Up

5 1 Subject to Article 5 2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue

5 2 Article 5 1 does not apply to the Shares taken on the formation of the Company by the subscribers to the Company's memorandum

6 Powers to Issue Different Classes of Shares

Subject to the other provisions of these Articles and the Joint Venture Agreement, but without prejudice to the rights attached to any existing Shares, the Company may

6 1 issue Shares with such rights or restrictions as may be determined by the Shareholders, with Super Majority Consent, and

6 2 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder

7 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 Shares on any trust and except as otherwise required by law or these Articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in any Shares other than the Holder's absolute ownership of them and all the rights attaching to them

8 Share Certificates

8 1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

8 2 Every certificate must specify:

- (a) in respect of how many Shares, of what class, it is issued,
- (b) the nominal value of those Shares,
- (c) that the Shares are Fully Paid, and
- (d) any distinguishing numbers assigned to them

8 3 No certificate may be issued in respect of Shares of more than one class

8 4 Certificates must

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

9 Replacement Share Certificates

9 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

9 2 Any Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 9 1

- (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

10 Share Transfers

10 1 Any transfer of Shares made or purported to be made in contravention of the provisions of these Articles shall be of no effect

10 2 Except for a transfer pursuant to Articles 11, 12 or 13, no Shares may be transferred without Shareholder Consent.

10 3 Any transfer of Shares must be the transfer of the whole legal and equitable title to such Shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof (and **transfer of shares** shall be construed accordingly in these Articles)

10 4 Any direction (by way of renunciation, nomination or otherwise) by a Shareholder entitled to an allotment of Shares, to the effect that such Shares or any of them be allotted or issued to some person other than himself, and a disposal of any interest in Shares (whether legal, beneficial or otherwise) shall for the purpose of these Articles be deemed to be a transfer

10 5 The Directors shall refuse to register any transfer of Shares made in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of Shares If the Directors do refuse to register a transfer of Shares, they must, as soon as

practicable and in any event within two months after the date on which the relevant Transfer Form was lodged with the Company, return that Transfer Form to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

- 10 6 Shares shall be transferred by means of a Transfer Form
- 10 7 No fee may be charged for registering any Transfer Form or other document relating to or affecting the title to any Shares
- 10 8 The Company may retain any Transfer Form which is registered
- 10 9 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it

11 **Compulsory Transfers**

- 11 1 In the event that a Shareholder becomes a Defaulting Shareholder, one or more other Shareholder(s) (the **Default Buyer(s)**) may (within 28 days of becoming aware of that occurrence) by notice in Writing to the Defaulting Shareholder (an **Initial Notice**) require that a price (the **Default Price**) be ascertained in accordance with Article 11 8 for all (but not only some) of the Shares held by the Defaulting Shareholder and its Permitted Transferees (the **Default Shares**)
- 11 2 Within 28 days of the Price being ascertained in accordance with Article 11 8 (the **Default Acceptance Period**), the Default Buyer(s) may by notice in Writing (a **Final Notice**) to the Defaulting Shareholder and its Permitted Transferees (together, the **Default Seller(s)**) require the Default Seller(s) to sell the Default Shares free from all encumbrances to the Default Buyer at the Default Price
- 11 3 If a Final Notice is served within the Default Acceptance Period, the Default Seller(s) shall be bound to sell the Default Shares to the Default Buyer(s) and the Default Buyer(s) shall be bound to purchase (or procure the purchase of) the Default Shares free from all encumbrances at the Default Price. If there is more than one Default Buyer who wishes to acquire Default Shares, the Final Notice shall take effect as if it required the Default Seller(s) to sell the Default Shares
 - (a) firstly, to the Shareholders of the same class as the Default Shares in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of Shares, and
 - (b) secondly, in the event that all or some of the Default Shares are not allocated in accordance with Article 11 3(a), all or the remaining Default Shares (as the case may be) to the other Shareholders accepting such offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of Shares
- 11 4 Completion of the sale and purchase of the Default Shares (**Default Completion**) shall take place at the registered office of the Company at 2 00 p m on the last Business Day preceding

the fourteenth day after the date of service of the Final Notice (or such other time and date as the Default Seller(s) and the Default Buyer(s) may agree in Writing)

11 5 At Default Completion

- (a) the Default Seller(s) shall transfer the Default Shares to the Default Buyer(s) free from all encumbrances by way of a Transfer Form(s) and shall also deliver to the Default Buyer(s)
 - (i) the relevant share certificates for the Default Shares, and
 - (ii) the resignations of any Directors appointed by the Default Seller(s) (and such resignations shall take effect at Default Completion and shall contain acknowledgements that those Directors have no claims against the Company),
- (b) the Default Buyer(s) shall pay the Default Price in cleared funds by telegraphic transfer
 - (i) to such bank account as the Default Seller(s) shall nominate for the purpose, or
 - (ii) if no such bank account is so nominated, to the Company to be held on trust (without interest) for the Default Seller(s) (and the receipt of the Company for the Default Price shall be a good discharge to the Default Buyer(s) (who shall not be bound to see to the application of it))

11 6 If any Default Seller defaults in transferring any Default Shares pursuant to this Article 11, any Director is unconditionally and irrevocably authorised, as agent of such Default Seller, to execute a Transfer Form for the Default Shares in the name, and on behalf, of such Default Seller and to do such other things as are necessary to transfer the Default Shares pursuant to this Article 11

11 7 Following Default Completion (and subject to the Transfer Form(s) being duly stamped) the Company shall cause the Default Buyer(s) to be the Holder of the Default Shares acquired by it/them and after that, the validity of the proceedings shall not be questioned by any person

11 8 The Default Price shall be ascertained for the purpose of this Article 11

- (a) by agreement between the Default Seller(s) and the Default Buyer(s) at any time within the period of 28 days following the date of service of the Initial Notice, or
- (b) in default of agreement pursuant to Article 11 8(a), by an Expert in accordance with Article 11 9

11 9 If the Default Price is to be determined by an Expert

- (a) the Company shall immediately instruct the Expert to determine the Default Price on the basis which must be a fixed and certain sum and which, in the Expert's opinion, represents a fair price for the Default Shares at the date of the Initial Notice as

between a willing seller and a willing buyer and, in making that determination, the Expert shall ignore the fact that the Default Shares represent (if that is the case) a minority or majority interest in the share capital of the Company and can be subject to the compulsory transfer requirements of this Article 11 or any other restrictions on transferability under these Articles,

- (b) the Expert shall be required to consider all representations as to valuation or otherwise made in writing by either the Default Buyer(s) Seller or the Default Seller(s),
- (c) the Expert shall certify the Default Price as soon as possible after being instructed and in so certifying the Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply,
- (d) the certificate of the Expert shall, in the absence of manifest error, be final and binding, and
- (e) the Company, the Default Buyer(s) and the Default Seller(s) shall procure that any certificate required pursuant to this Article 11 9 is obtained as soon as possible and the cost of obtaining that certificate shall be borne equally by the Default Buyer(s) and the Default Seller(s) unless the Expert directs otherwise

12 Pre-Emption on Transfer

- 12 1 Except in the case of a transfer which has received Shareholder Consent or a transfer of Shares permitted by the provisions of this Article 12 or Article 13 or required to be made pursuant to Article 11, no transfer, disposal, charge, mortgage, assignment or other dealing in any Shares or any interest or right therein shall occur
- 12 2 A Shareholder (a **Seller**) who wishes to transfer any Shares (the **Sale Shares**) shall give written notice to the Company (a **Transfer Notice**) specifying the Shares it/he wishes to sell Subject as mentioned in the following provisions, a Transfer Notice shall constitute the Directors as the Seller's agents for the sale of the Sale Shares at the Sale Price and during the Prescribed Period in accordance with the following provisions of this Article 12
- 12 3 Except as provided in Articles 12 4 and 12 6, a Transfer Notice once given or required to be given or deemed to have been given shall not be revocable except with Shareholder Consent provided that the Shareholder(s) other than the Seller, may impose such condition to any consent as they (acting reasonably) think fit, including a condition that the Seller bears all costs arising therefrom
- 12 4 A Transfer Notice (other than a Transfer Notice required to be given or deemed to have been given pursuant to these Articles) may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company within the Prescribed Period pursuant to this Article, the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company

- 12 5 The expression **Sale Price** shall mean in respect of each Sale Share such sum per Share as shall be agreed between the Seller and the Directors (which sum must be a fixed and certain sum) or, failing agreement being reached within 28 days of service of the Transfer Notice, the following shall apply
- (a) the matter shall be referred immediately by either the Seller or the Directors to an Expert The Expert shall be deemed to be acting as an expert and not as an arbitrator and accordingly the Arbitration Act 1996 (or any statutory modification or re-enactment of it) shall not apply The decision of the Expert shall be final and conclusive and shall be binding upon both the Seller and the Directors,
 - (b) the Expert shall be instructed to produce a certificate showing the value of the Sale Shares for the purposes of this Article 12 5 and that value must be a fixed and certain sum,
 - (c) the Expert shall be required to consider all representations as to valuation or otherwise made in writing by either the Seller or the Directors,
 - (d) the Sale Price shall be computed by reference to the fair selling value of the Sale Shares on the open market as between a willing seller and a willing purchaser by reference to the value of the whole of the issued share capital of the Company and not taking account as to whether or not the Sale Shares represent a majority or minority of the Shares and not taking account of the restrictions on the transferability of the Sale Shares,
 - (e) the Expert shall take into account all relevant circumstances and shall have absolute and unfettered discretion as to the weight they shall give thereto, and
 - (f) the Expert shall also determine which of the Seller and the Company or in what proportions they shall bear the costs of the reference including the costs, fees and expenses of professional experts whom he may consult and the Expert's out of pocket payments and expenses Such costs shall, in the absence of any determination by the Expert, be borne as to one half by the Seller and as to one half by the Company
- 12 6 In the event of the Sale Price determined as aforesaid not being acceptable to the Seller, he may give notice in writing to the Directors within 21 days of the receipt of the certificate as aforesaid and then the Transfer Notice shall be deemed to be withdrawn The provisions of this Article 12 6 shall not apply in respect of a Transfer Notice deemed given or required to be given under these Articles
- 12 7 Upon the Sale Price being agreed or determined and provided the Seller does not give notice of withdrawal under Article 12 6 (if applicable), the Directors shall immediately by notice in writing offer the Sale Shares at the Sale Price Such offer shall be made to all of the Shareholders (with the exception of the Seller) To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the initial offer to Shareholders that accepted the initial offer In each case each such offer shall specify a time (not being less

than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer and not more than 42 days in either case) (the **Acceptance Period**) within which it must be accepted failing which it shall lapse. In the case of competition in respect of any such offer, the Sale Shares so offered shall be allocated to the acceptors as follows

- (a) firstly, to the Shareholders of the same class as the Sale Shares in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of Shares, and
- (b) secondly, in the event that all or some of the Sale Shares are not allocated in accordance with Article 12 7(a), all or the remaining Sale Shares (as the case may be) to the other Shareholders accepting such offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of Shares

12 8 If within the Acceptance Period, the other Shareholders (the **Transferees**) accept the offer of all of the Sale Shares or any of them at the Sale Price and on the basis set out in Article 12 7, the Directors shall immediately give written notice (an **Acceptance Notice**) of such acceptance to the Seller and the Transferees and shall specify in such notice the place and time (being not earlier than seven and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed. If the Transfer Notice stated that the Seller is not willing to transfer part only of the Sale Shares or less than a specified number of Sale Shares, the obligation in this Article 12 8 to transfer shall not apply unless the Directors shall have found purchasers for the whole of the Sale Shares or not less than such specified number

12 9 The Seller shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice when payment of the Sale Price for the Sale Shares shall be made to the Directors as agents for the Seller and share certificates in respect of the relevant Sale Shares shall be delivered to the Directors. The Seller shall be deemed to transfer the Sale Shares with full title guarantee free from all encumbrances and shall deliver to the Directors on behalf of the Transferees duly executed stock transfer forms in respect of and certificates for the Sale Shares. If the Seller shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the Directors shall be deemed to have been authorised by the Seller to execute, complete and deliver, in the name and on behalf of the Seller, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company, the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer (subject to the transfer being duly stamped) the Transferees shall be entitled to insist upon their names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall hold the purchase money in trust for the Seller but shall not be bound to earn or pay interest on it and shall act on behalf of the Seller in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person

13 Permitted Transfers of Shares

13 1 Joint Venture Agreement

Any Shareholder may at any time transfer any Shares held by it provided such transfer is permitted or required under the terms of the Joint Venture Agreement and is carried out in accordance with the terms of the Joint Venture Agreement

13 2 Transfer to a Company

(a) Any Shareholder

- (i) which is a body corporate may at any time transfer any Shares held by it to a company which is for the time being another member of that Shareholder's Group, or
 - (ii) who is an individual may at any time transfer any Shares held by it to a company which is for the time being Controlled by such individual
- (b) Where, following a transfer or series of transfers of Shares pursuant to this Article 13, the transferee of any Shares ceases at any time for any reason to be a member of the Shareholder's Group or ceases to be Controlled by the relevant individual (as applicable), such transferee shall if requested by the Directors in writing within three months of the date on which the transferee ceased to be a member of the Shareholder's Group or Controlled by the relevant individual (as applicable), transfer all the Shares held by it to the original transferor for such consideration as they may agree between them and, if they do not agree such consideration, such consideration as may be determined in accordance with Article 12 5

13 3 Transfer to a Family Member

- (a) Any individual Shareholder may at any time transfer any of the Shares held by him to one or more of his Family Members
- (b) Where, following a transfer of Shares pursuant to Article 13 3(a), the transferee of those Shares ceases for any reason to be a Family Member of the original transferor of those Shares, such transferee shall if requested by the Directors in writing within three months of the date on which the transferee ceased to be a Family Member of the original transferor, transfer all the Shares held by it to the original transferor for such consideration as they may agree between them and, if they do not agree such consideration, such consideration as may be determined in accordance with Article 12 5
- (c) A Family Member to whom Shares have been transferred pursuant to this Article 13 3 may transfer those Shares back to the original transferor at any time but may not otherwise transfer such Shares pursuant to this Article 13 3 or Article 13 4

13 4 Transfer to a Family Trust

- (a) Any individual Shareholder may at any time transfer any of the Shares held by him to one or more trustees to be held on a Family Trust
- (b) Where any Shares are held by a trustee(s) on a Family Trust, those Shares may be transferred to
 - (i) any new trustee(s) of the Family Trust appointed on a change in trustee(s),
 - (ii) the settlor of such Family Trust,
 - (iii) the trustees of another Family Trust which has the same settlor, or
 - (iv) any Family Member of the settlor of such Family Trust
- (c) Where any Shares are held by a trustee(s) on a Family Trust and either
 - (i) the relevant trust ceases to be a Family Trust in relation to the settlor, or
 - (ii) there ceases to be any beneficiaries of the Family Trust other than charities,
 the trustee(s) shall if requested by the Directors in writing within three months of the date on which the trust ceased to be such a Family Trust or there ceased to be any beneficiaries as aforesaid, transfer all the Shares held by them to the original transferor for such consideration as they may agree between them and, if they do not agree such consideration, such consideration as may be determined in accordance with Article 12.5

14 Liability of Members

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

15 Directors' General Authority

Subject to the other provisions of these Articles and any relevant provision of the Joint Venture Agreement, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

16 Shareholders' Reserve Power

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

16.2 No Special Resolution passed pursuant to Article 16.1 invalidates anything which the Directors have done before the passing of that resolution

17 Directors May Delegate

17.1 Subject to the other provisions of these Articles and the Joint Venture Agreement, the Directors may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee,

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

17 2 If the Directors so specify, any delegation pursuant to Article 17 1 may authorise further delegation of the Directors' powers by any person to whom they are delegated

17 3 The Directors may at any time revoke any delegation made pursuant to Article 17 1 in whole or part, or alter its terms and/or conditions

18 Committees of Directors

18 1 Committees to which the Directors delegate any of their powers must include one A Director and one B Director and must follow procedures which are based (as far as they are applicable) on those provisions of these Articles which govern the taking of decisions by Directors

18 2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these Articles if they are not consistent with them

19 Directors to Take Decisions Collectively

Any decision of the Directors must be either a Majority Decision or a Unanimous Decision

20 Unanimous Decisions

20 1 A decision of the Directors is a unanimous decision (a **Unanimous Decision**)

- (a) if all Eligible Directors indicate to each other by any means that they share a common view on a matter, and
- (b) had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting

20 2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing)

21 Calling a Directors' Meeting

21 1 Any Director may call a Directors' meeting by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice

21 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 the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting

21 3 Notice of a Directors' meeting must be given to each Director but need not be in Writing

21 4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it

22 Participation in Directors' Meetings

22 1 Subject to the other provisions of these Articles, Directors participate (**Participate**) in a Directors' meeting, or part of a Directors' meeting, when they or their Alternates can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other)

22 2 If all the Directors Participating in a Directors' 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

22 3 Subject to Article 22 4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive

22 4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum)

23 Number of Directors

The number of Directors shall not be less than two nor more than four and shall be made up of at least one A Director and at least one B Director

24 Quorum for Directors' Meetings

24 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting

24.2 The quorum for Directors' meetings is one A Director and one B Director

24 3 The Shareholders shall procure (so far as they are able) that a quorum (in accordance with the provisions of these Articles) is present throughout each Directors' meeting

25 Voting at Directors' Meetings

25 1 Except as provided in Article 25 2, each Director shall have one vote at a Directors' meeting

25 2 If the A Shareholders and the B Shareholders are not represented at any Directors' meeting or on any committee of the Directors by an equal number of A Directors and B Directors (whether participating in person or by Alternate), then one of the Directors so nominated by the Shareholder who is represented by fewer Directors shall be entitled at that meeting to such additional vote or votes as shall result in the Directors so participating representing each A Shareholder and B Shareholder having in aggregate an equal number of votes

26 Chairing of Directors' Meetings

26 1 The Chairman shall be a Director appointed by the A Shareholder(s)

26 2 If the Chairman is not Participating in a Directors' meeting within 10 minutes of the time at which it was to start, another Director shall be nominated by the Directors present at the meeting to act as Chairman for that meeting

27 Chairman's Casting Vote

If at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) shall not have a second or casting vote

28 Situational Conflicts of Interest

28 1 Subject to the other provisions of these Articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 28, authorise any matter which would, if not authorised, result in a Director (the **Conflicted Director**) being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a **Conflict**)

28 2 An authorisation given under Article 28 1 (an **Authorisation**) (and any subsequent variation or termination of that Authorisation) will only be effective if

(a) any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director), and

(b) the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted

28 3 The Directors may at any time

(a) make any Authorisation subject to such terms and conditions as they think fit, and

- (b) vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination)
- 28 4 The Shareholders may also authorise a Conflict with Shareholder Consent (a **Shareholder Authorisation**) and may at any time, with Shareholder Consent
 - (a) make any Shareholder Authorisation subject to such terms and conditions as they think fit, and
 - (b) vary or terminate any Shareholder Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Shareholder Authorisation before any such variation or termination)
- 28 5 If the Conflicted Director receives an Authorisation or Shareholder Authorisation in respect of a Conflict then (unless that Authorisation or Shareholder Authorisation provides otherwise) the Conflicted Director
 - (a) may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting,
 - (b) may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed,
 - (c) shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains, otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party, and
 - (d) shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict
- 28 6 The Shareholders hereby authorise any Conflict which arises solely by virtue of the relevant Conflicted Director being connected with the Shareholder who appointed him (or any other member of that Shareholder's group) and the provisions of Article 28 5 shall apply to that Conflicted Director as if he had received a Shareholder Authorisation with no conditions attaching to it
- 29 **Transactional Conflicts of Interest**
- 29 1 If a Director (the **Transaction Director**) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the **Transaction**) he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act

29 2 Subject to the provisions of the Act, Article 29 1 and the terms of any relevant Authorisation or Shareholder Authorisation, the Transaction Director

- (a) may be a party to, or otherwise be interested in, the Transaction,
- (b) may vote at any Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of the Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting, and
- (c) shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of the Transaction and the Transaction shall not be liable to be avoided on the ground of his interest

30 Directors' Discretion to Make Further Rules

Subject to the other provisions of these Articles and the Joint Venture Agreement, the Directors may make any rule they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors

31 Appointment of Directors

- 31 1 The A Shareholder(s) shall have the right to appoint and maintain in office up to two A Directors and to dismiss and replace those A Directors in each case by notice in Writing to the Company
- 31 2 The B Shareholder(s) shall have the right to appoint and maintain in office up to two B Directors and to dismiss and replace those B Directors in each case by notice in Writing to the Company
- 31 3 The C Shareholders shall have no right to appoint and maintain in office any Directors
- 31 4 Any Shareholder removing a Director appointed by it shall indemnify and keep indemnified the Company and the other Shareholders against any claim connected with that Director's removal from office

32 Termination of Director's Appointment

Notwithstanding Article 31, a person shall cease to be a Director as soon as

- 32 1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,
- 32 2 a bankruptcy order is made against him,
- 32.3 a composition is made with his creditors generally in satisfaction of his debts,
- 32 4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months and the other Directors resolve that his office be vacated,

32 5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have and the other Directors resolve that his office be vacated, or

32 6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms

33 **Directors' Expenses**

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at

33 1 Directors' meetings or meetings of committees of Directors, or

33 2 general meetings,

or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company

34 **Appointment and Removal of Alternates**

34 1 Any Director (the **Appointor**) may appoint as an alternate director (an **Alternate**) any other Director (other than a Director representing a different class of Shares) or any other person to

(a) exercise the Appointor's powers; and

(b) carry out the Appointor's responsibilities,

in the absence of the Appointor

34 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

34 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 he is willing to act as the Alternate of the Appointor

34 4 A person may act as the Alternate of more than one Director (but only if each of his Appointors represents the same class of Shares)

35 **Rights and Responsibilities of Alternates**

35 1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor

35 2 Except as otherwise provided by these Articles, an Alternate

(a) is deemed for all purposes to be

- (i) if his Appointor is an A Director, an A Director, or
 - (ii) if his Appointor is a B Director, a B Director,
 - (b) is liable for his own acts and omissions,
 - (c) is subject to the same restrictions as his Appointor, and
 - (d) is not deemed to be an agent of or for his Appointor
- 35 3 Subject to the other provisions of these Articles, a person who is an Alternate but is not otherwise a Director
- (a) shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating),
 - (b) may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating), and
 - (c) may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision)
- 35 4 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate
- 36 **Termination of Appointment of Alternates**
- An Alternate's appointment as an Alternate terminates
- 36 1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate,
- 36 2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of his Appointor's appointment as a Director,
- 36 3 on the death of his Appointor, or
- 36 4 when his Appointor's appointment as a Director terminates
- 37 **Procedure for Declaring Dividends**
- 37 1 The Company may by Ordinary Resolution declare dividends and the Directors may subject to Shareholder Consent decide to pay interim dividends
- 37 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
- 37 3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights and any relevant provisions of the Joint Venture Agreement
- 37 4 Unless

- (a) the Shareholders' resolution to declare, or Directors' decision to pay, a dividend, or
- (b) the terms on which Shares are issued,

specify otherwise, each dividend 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

38 Payment of Dividends and Other Distributions

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

- 38 1 transfer to a bank or building society account specified by the relevant Shareholder either in Writing or as the Directors may otherwise decide,
- 38 2 sending a cheque made payable to the relevant Shareholder by post to it at its registered address or to another address specified by that Shareholder either in Writing or as the Directors may otherwise decide, or
- 38 3 any other means of payment as the Directors agree with the relevant Shareholder either in Writing or by such other means as the Directors decide

39 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

- 39 1 the terms on which that Share was issued, or
- 39 2 the provisions of another agreement between the Holder of that Share and the Company

40 Unclaimed Distributions

- 40 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

- 40 2 The payment of any unclaimed dividend or other sum into a separate account does not make the Company a trustee in respect of it

- 40 3 If

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the relevant Shareholder has not claimed it,

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

41 Non-Cash Distributions

41 1 Subject to the terms of issue of the Share in question and to any relevant provisions of the Joint Venture Agreement, 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 that Share by transferring non-cash assets of equivalent value (including shares or other securities in any company)

41 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (a) fixing the value of any assets,
- (b) paying cash to any Shareholder on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

42 Waiver of Distributions

Any Shareholder may waive its entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect

43 Authority to Capitalise and Appropriation of Capitalised Sums

43 1 Subject to the other provisions of these Articles and the Joint Venture Agreement, the Directors may, if they are so authorised by Shareholder Consent

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they decide to capitalise in accordance with Article 43 1(a) (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

43 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

43 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

43 4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled

43 5 Subject to the other provisions of these Articles and the Joint Venture Agreement, the Directors may

- (a) apply Capitalised Sums in accordance with Articles 43 3 and 43 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 43 (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 43

44 Attendance and Speaking at General Meetings

44 1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting

44 2 Subject to Article 3, a person is able to exercise the right to vote at a general meeting when

- (a) he is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

44 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

44 4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other

44 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

45 Quorum for General Meetings

45 1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

45 2 The quorum at general meetings is one A Shareholder (or its Qualifying Representative) and one B Shareholder (or its Qualifying Representative)

46 Charing General Meetings

46 1 The Chairman shall chair general meetings if present and willing to do so

46 2 If the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start the Shareholder who chose him shall be entitled to choose another Director to chair that meeting and that appointment must be the first business of that meeting

47 Attendance and Speaking by Directors and Non-Shareholders at General Meetings

47 1 Directors may attend and speak at general meetings whether or not they are Shareholders

47 2 The Chairman of the Meeting may permit other persons who are not

(a) Shareholders, or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at any general meeting

48 Adjournment of General Meetings

48 1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it

48 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

(a) that meeting consents to an adjournment, or

(b) it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner

48 3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting

48 4 When adjourning a general meeting, the Chairman of the Meeting must

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

(b) have regard to any directions as to the time and place of any adjournment which have been given by that meeting

48 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 such notice is required to contain
- 48 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place
- 49 **Voting at General Meetings**
- 49 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles
- 49 2 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
- 49 3 A poll may be demanded by
 - (a) the Chairman of the Meeting,
 - (b) the Directors,
 - (c) any Shareholder or Qualifying Representative in attendance and entitled to vote
- 49 4 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
- 49 5 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs
- 50 **Errors and Disputes**
- 50 1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid
- 50 2 Any objection pursuant to Article 50 1 must be referred to the Chairman of the Meeting, whose decision is final.
- 51. **Content of Proxy Notices**
- 51 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 the proxy and the general meeting in relation to which he is appointed,

- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates
- 51 2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes
- 51 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
- 51 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 relevant general 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 that general meeting itself
- 52 **Delivery of Proxy Notices**
- 52 1 Any notice of a general meeting must specify the address or addresses (the **Proxy Notification Address**) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form
- 52 2 A Proxy Notice may be delivered to the Proxy Notification Address at any time before the general meeting or adjourned meeting to which it relates
- 52 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person
- 52 4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address
- 52 5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates
- 52 6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf
- 53 **Amendments to Resolutions**
- 53 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 that meeting is to take place (or such later time as the Chairman of the Meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 53 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
- 53 3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution
- 54 **Means of Communication to be Used**
- 54 1 Subject to the other provisions of these Articles
 - (a) anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company, and
 - (b) any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 54 2 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
- 54 3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company
- 55 **Company Seals**
- 55 1 Any common seal may only be used by the authority of the Directors
- 55 2 The Directors may decide by what means and in what form any common seal is to be used
- 55 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature

56 Right to Inspect Accounts and Other Records

Each Shareholder is entitled to inspect any of the Company's accounting or other records or documents

57 Directors' Indemnity

57 1 Subject to Article 57 2, a Relevant Director may be indemnified out of the Company's assets against

- (a) any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company,
- (b) any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act),
- (c) any other liability incurred by him as an officer of any Group Company

57 2 Article 57 1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

58 Directors' Insurance

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