


THE COMPANIES ACT 2006
PRIVATE COMPANY
LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF
MARKET MORTGAGE LIMITED

(the "Company")

On 18 July 2017 the following resolutions were duly passed as special resolutions in accordance with chapter 2 of part 13 of the Companies Act 2006 (the "Act"):

SPECIAL RESOLUTIONS

1. **THAT** the articles of association in the attached form and initialled by a director of the Company for the purpose of identification are adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company (including all the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006, are treated as provisions of the existing articles of association of the Company).
2. **THAT** the share capital of the Company be amended by the creation of two new classes of ordinary shares being Ordinary Capita Shares of £0.001 each and Ordinary Founder Shares of £0.001 each. The Ordinary Capita Shares and the Ordinary Founder Shares shall carry the right to 55% and 45% respectively of (i) any dividend declared; (ii) any distribution made to shareholders of the proceeds of a disposal of substantially all the Company's business, assets, undertaking and goodwill; and (iii) the total consideration paid for the entire issued share capital of the Company.
3. **THAT** the existing 1 ordinary issued share of £0.001 be re-designated as 1 Ordinary Capita Share of £0.001 nominal value.
4. **THAT**, in accordance with section 551 of the Companies Act 2006, the directors be generally and unconditionally authorised to allot shares in the Company pursuant to the terms of the Joint Venture Agreement between Capita Business Services Ltd ("CBSL") and Eliot Darcy dated 15 June 2017 namely 4,999 Ordinary Capita Shares of £0.001 each to CBSL and 5,000 Ordinary Founder Shares of £0.001 each to Eliot Darcy provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling 12 months from the date hereof.


Director
(on behalf of Capita
Business Services Ltd)

FRIDAY



NOTES

- 1 If you agree with the Resolution, 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's registered office (71 Victoria Street, London, United Kingdom, SW1H 0XA)
 - 1.2 **Post**: returning the signed copy by post to the Company's registered office (71 Victoria Street, London, United Kingdom, SW1H 0XA).
- 2 If you do not agree with the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 The Resolution is passed when the required majority of eligible members have signified their agreement to it.
- 5 If the Resolution is not passed before the end of the Lapse Period it will lapse. If the Company receives your signed document after the end of the Lapse Period your agreement to the Resolution 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.

MTB

Company Number: 10821229

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
MARKET MORTGAGE LIMITED
(adopted by Special Resolution passed on 18 July 2017)

INTRODUCTION

1. INTERPRETATION

1.1. In these Articles, the following words have the following meanings:

Appointor: has the meaning given in Article 12.1;

Articles: the Company's articles of association for the time being in force;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in the city of London are open for business;

CA 2006: the Companies Act 2006;

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

Continuing Shareholder: has the meaning given in *Article 15.1*;

Deemed Transfer Notice: a Transfer Notice that is deemed to have been served under Article 17.1;

Eligible Director: any Eligible Capita Director or Eligible Founder Director (as the case may be);

Eligible Capita Director: a Capita Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Capita Director whose vote is not to be counted in respect of the particular matter);

Eligible Founder Director: a Founder Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Founder Director whose vote is not to be counted in respect of the particular matter);

Fair Value: in relation to shares, as determined in accordance with *Article 18.*;

Holding Company: has the meaning given in Article 1.5;

Interested Director: has the meaning given in Article 9.1;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles;

Original Shareholder: a shareholder who holds shares in the Company on the date of adoption of these Articles;

Permitted Group: in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Permitted Group is a **member of the Permitted Group**. Unless the context otherwise requires, the application of the definition of Permitted Group to a company at any time will apply to the company as it is at that time;

Permitted Transfer: a transfer of shares made in accordance with *Article 16*;

Permitted Transferee: in relation to a shareholder, any member of the same Permitted Group as that shareholder;

Price Notice: has the meaning given in *Article 15.2*;

Proposed Sale Price: has the meaning given in *Article 15.1*;

Purchase Notice: has the meaning given in *Article 15.2*;

Sale Shares: has the meaning given in *Article 15.1*;

Seller: has the meaning given in *Article 15.1*;

Subsidiary: has the meaning given in *Article 1.5*;

Transfer Notice: an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;

Valuers: the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 20 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator);

Writing or written: 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, save that, for the purposes of *Article 15*., *Article 16*. and *Article 17*., “writing” or “written” shall not include the sending or supply of notices, documents or information in electronic form (other than by fax);

Capita Director: any director appointed to the Company by holders of the majority of the Capita Shares;

Capita Share: an ordinary share of £0.001 in the capital of the Company designated as a Capita Share;

Founder Director: any director appointed to the Company by holders of the majority of the Founder Shares; and

Founder Share: an ordinary share of £0.001 in the capital of the Company designated as a Founder Share.

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the CA 2006 shall have those meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4. A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
 - (a). another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b). its nominee.
- 1.6. Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. ADOPTION OF THE MODEL ARTICLES

- 2.1. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. A copy of the Model Articles is set out in the Schedule to these Articles.
- 2.2. Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2), 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3. Model Article 20 shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2.4. In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5. Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

DIRECTORS

3. DIRECTORS' MEETINGS

- 3.1. Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with *Article 4*.

- 3.2. Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The directors will try to meet at least monthly.
- 3.3. All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless:
- (a). more votes are cast for it than against it; and
 - (b). at least one Eligible Capita Director and one Eligible Founder Director who is participating in the meeting of the directors or of the committee of the directors have voted in favour of it.
- 3.4. Except as provided by *Article 3.6*, each director has one vote at a meeting of directors.
- 3.5. If at any time before or at any meeting of the directors or of any committee of the directors all Capita Directors participating or all Founder Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.
- 3.6. If the shareholders are not represented at any meeting of the directors or of any committee of the directors by an equal number of Eligible Capita Directors and Eligible Founder Directors (whether participating in person or by an alternate), then one of the Eligible Directors so nominated by the shareholder who is represented by fewer Eligible Directors shall be entitled at that meeting to such additional vote or votes as shall result in the Eligible Directors so participating representing each shareholder having in aggregate an equal number of votes.
- 3.7. A committee of the directors must include at least one Capita Director and one Founder Director. The provisions of *Article 7*. shall apply equally to meetings of any committee of the directors as to meetings of the directors.

4. UNANIMOUS DECISIONS OF DIRECTORS

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

5. NUMBER OF DIRECTORS

- 5.1. The number of directors shall not be less than two and no more than seven made up of at least one Capita Director and one Founder Director together with (if appointed in accordance with any shareholders agreement entered into by the shareholders) an independent non-executive chairman. No shareholding qualification for directors shall be required.

6. CALLING A DIRECTORS' MEETING

- 6.1. Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one Capita Director and one Founder Director) to each director or by authorising the Company secretary (if any) to give such notice.
- 6.2. Notice of any directors' meeting must be accompanied by:
 - (a). an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b). copies of any papers to be discussed at the meeting.
- 6.3. *Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing. (for the purpose of this sub clause if the minutes of any agreement are signed by the Company Secretary confirming the agreement of the directors present this shall constitute a written agreement of the directors present).*

7. QUORUM FOR DIRECTORS' MEETINGS

- 7.1. The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Eligible Capita Director (or his alternate) and one at least shall be an Eligible Founder Director (or his alternate).
- 7.2. No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 7.3. If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place

8. CHAIRING OF DIRECTORS' MEETINGS

- 8.1. The post of chairman of the directors will be held in alternate years by a Capita Director or by a Founder Director. The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting. However, if an independent non-executive chairman has been appointed in accordance with any shareholders agreement entered into by all the shareholders, then he shall be the chairman at any directors meeting at which he is present and he shall have a casting vote at any directors meeting at which he is present.

9. DIRECTORS' INTERESTS

- 9.1. For the purposes of section 175 of the CA 2006, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the CA 2006 to avoid conflicts of interest.
- 9.2. The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders.

9.3. Any authorisation by the shareholders of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a). *extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;*
- (b). *provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;*
- (c). *provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;*
- (d). *impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit;*
- (e). *provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and*
- (f). *permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.*

9.4. Where the shareholders authorise a Conflict:

- (a). *the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict; and*
- (b). *the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA 2006, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation.*

9.5. The shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

9.6. A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under *Article 9.1* shall be necessary in respect of any such interest.

9.7. Any Capita Director or Founder Director shall be entitled from time to time to disclose to the holders of the Capita Shares (in the case of a Capita Director) or the holders of the Founder Shares (in the case of a Founder Director) such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one Capita shareholder or (as the case may be) Founder shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.

- 9.8. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the shareholders in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.9. Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 9.10. Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared under *Article 9.9*.
- 9.11. Subject, where applicable, to any terms, limits or conditions imposed by the shareholders in accordance with *Article 9.3*, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, 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 such 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 transaction or arrangement 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 directors) or to participate in any unanimous decision in respect of such transaction or arrangement 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 CA 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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 CA 2006.

10. RECORDS OF DECISIONS TO BE KEPT

- 10.1. Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

11. APPOINTMENT AND REMOVAL OF DIRECTORS

- 11.1. The holder of a majority of the Capita Shares for the time being shall be entitled to appoint up to three persons to be Capita Directors of the Company and the holder of a majority of the Founder Shares for the time being shall be entitled to appoint up to three persons to be Founder Directors of the Company.
- 11.2. Any Capita Director may at any time be removed from office by the holder of a majority of the Capita Shares and any Founder Director may at any time be removed from office by the holder of a majority of the Founder Shares. Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases.
- 11.3. If any Capita Director or any Founder Director shall die or be removed from or vacate office for any cause, the holder of a majority of the Capita Shares (in the case of an Capita Director) or the holder of a majority of the Founder Shares (in the case of a Founder Director) shall appoint in his place another person to be an Capita Director or a Founder Director (as the case may be).
- 11.4. Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the Capita Shares or Founder Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office, marked for the attention of the Company secretary or delivered to a duly constituted meeting of the directors of the Company and on the director, in the case of his removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 11.5. The right to appoint and to remove Capita Directors or Founder Directors under this article shall be a class right attaching to the Capita Shares and the Founder Shares respectively.
- 11.6. If no Capita Shares or Founder Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 11.7. No Capita Director or Founder Director shall be appointed or removed otherwise than pursuant to these Articles, or save as provided by law.

12. ALTERNATE DIRECTORS

- 12.1. Any director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "Capita Director" or "Founder Director" shall include an alternate director appointed by a Capita Director or a Founder Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.

- 12.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.
- 12.3. 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 director giving the notice.
- 12.4. An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 12.5. Except as the Articles specify otherwise, alternate directors:
- (a). are deemed for all purposes to be directors;
 - (b). are liable for their own acts and omissions;
 - (c). are subject to the same restrictions as their Appointors; and
 - (d). are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.
- 12.6. A person who is an alternate director but not a director may, subject to him being an Eligible Director:
- (a). Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and
 - (b). Participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).
- 12.7. A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors.
- 12.8. An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 12.9. An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- (a). when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
 - (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; or

- (c). when the alternate director's Appointor ceases to be a director for whatever reason.

SHARES

13. SHARE CAPITAL

- 13.1. Except as otherwise provided in these Articles, the Capita Shares and the Founder Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 13.2. No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.
- 13.3. On the transfer of any share as permitted by these Articles:
 - (a). a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
 - (b). a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

- 13.4. 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 that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 13.5. Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
 - (a). any alteration in the Articles;
 - (b). any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
 - (c). any resolution to put the Company into liquidation.

- 13.6. The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

14. SHARE TRANSFERS: GENERAL

- 14.1. In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal 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.
- 14.2. No shareholder shall transfer any share except:
 - (a). a shareholder may transfer all (but not some only) of its shares in the Company

to any person for cash in accordance with the procedure set out in *Article 15.*;
or

(b). in accordance with Article 16.; or

(c). in accordance with Article 17.

14.3. Subject to *Article 14.4*, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.

14.4. The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this *Article 14.4*, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006.

14.5. To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction. Such directors may reinstate these rights at any time.

14.6. Any transfer of shares by way of a sale that is required to be made under *Article 16.* or *Article 17.* shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

15. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

15.1. Except where the provisions of *Article 16.* or *Article 17.* apply, a shareholder (**Seller**) wishing to transfer its shares (**Sale Shares**) must give a Transfer Notice to the other shareholder (**Continuing Shareholder**) giving details of the proposed transfer including:

(a). if it wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and

(b). the price (in cash) at which it wishes to sell the Sale Shares (**Proposed Sale Price**).

- 15.2. Within 40 Business Days of receipt (or deemed receipt) of a Transfer Notice, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating either:
- (a). that it wishes to purchase the Sale Shares at the Proposed Sale Price (**Purchase Notice**), in which case the Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the Proposed Sale Price; or
 - (b). that the Proposed Sale Price is too high (**Price Notice**).
- 15.3. If, at the expiry of the period specified in *Article 15.2*, the Continuing Shareholder has given neither a Purchase Notice nor a Price Notice, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice (if any) at a price not less than the Proposed Sale Price provided that it does so within 2 months of the expiry of the period specified in *Article 15.2*.
- 15.4. Following service of a Price Notice under *Article 15.2(b)*, the Seller and the Continuing Shareholder shall endeavour to agree a price for each of the Sale Shares. If they have not agreed such a price within 10 Business Days of the Seller's receipt of a Price Notice, either the Seller or the Continuing Shareholder shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with *Article 18*. If the Seller and Continuing Shareholder agree a price within the period specified in this *Article 15.4*, the Continuing Shareholder is bound to buy all of the Seller's Sale Shares at the price agreed.
- 15.5. Within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating that the Continuing Shareholder wishes to purchase the Sale Shares at their Fair Value as determined by the Valuers. If, at the expiry of the period specified in this *Article 15.5*, the Continuing Shareholder has not notified the Seller that it wants to buy the Sale Shares, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice (if any) at a price not less than the Fair Value for all of the Sale Shares as determined by the Valuers provided that it does so within 2 months of the expiry of the period specified in this *Article 15.5*.

16. PERMITTED TRANSFERS

- 16.1. An Original Shareholder may at any time transfer all (but not some only) of its shares in the Company to a Permitted Transferee without being required to follow the steps set out in *Article 15*.
- 16.2. A shareholder holding shares in the Company as a result of a Permitted Transfer made after the date of adoption of these Articles by an Original Shareholder under the provisions of this *Article 16* may at any time transfer all (but not some only) of its shares back to the Original Shareholder from whom it received those shares or to another Permitted Transferee of such Original Shareholder, without being required to follow the steps set out in *Article 15*.
- 16.3. If a Permitted Transfer has been made to a Permitted Transferee, that Permitted Transferee shall within five Business Days of ceasing to be a member of the Permitted Group transfer all of the shares in the Company held by it to:
- (a). the Original Shareholder from whom it received those shares; or
 - (b). another Permitted Transferee of that Original Shareholder,

(which in either case is not in liquidation, administration (including an application or notice to appoint an administrator) or a receiver, manager or administrative receiver is appointed over

all or a substantial part of its undertaking), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this *Article 16.3*, the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.

17. COMPULSORY TRANSFERS

17.1. A shareholder is deemed to have served a Transfer Notice under *Article 15.1* immediately before any of the following events:

- (a). the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's Group in which a new company assumes (and is capable of assuming) all the obligations of the shareholder or other company in the shareholder's Group; or
- (b). the presentation at court by any competent person of a petition for the winding up of the shareholder and which has not been withdrawn or dismissed within 14 days of such presentation; or
- (c). a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the shareholder (save where the change is a change of control of the ultimate parent company of a shareholder and such parent is a company with shares listed on an internationally recognised stock exchange), although in the case of a Permitted Transferee that ceases to be a member of the Permitted Group, it shall transfer the shares back to the Original Shareholder from whom it received those shares or to another Permitted Transferee of such Original Shareholder in accordance with *Article 16.3* rather than being deemed to have served a Transfer Notice under this article; or
- (d). the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder; or
- (e). any step being taken by any person to appoint a receiver, administrative receiver or manager or trustee in bankruptcy in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
- (f). the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
- (g). the shareholder entering into a composition or arrangement with any of its creditors; or
- (h). any charge or taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- (i). a process having been instituted that could lead to the shareholder being dissolved and its assets being distributed among the shareholder's creditors, shareholders or other contributors; or
- (j). the shareholder ceasing to carry on its business or substantially all of its business; or
- (k). in the case of the events set out in paragraphs (a), (b), (d), (e), (f), (g), (h), (i) above, any competent person taking any analogous step in any jurisdiction in

which the shareholder carries on business; or

- (l). the shareholder committing a material or persistent breach of any shareholders' agreement to which it is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the other shareholder requiring such remedy.

17.2. The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a). the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and the price for the Sale Shares shall be the aggregate Fair Value of those shares, determined by the Valuers in accordance with *Article 18.*, save that if the Seller is deemed to have given a Transfer Notice as a result of *Article 17.1(l)*, the price for the Sale Shares shall be restricted to a maximum of the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares;
- (b). the Seller does not have the right to withdraw the Deemed Transfer Notice following a valuation;
- (c). if the Continuing Shareholder does not accept the offer of shares comprised in the Deemed Transfer Notice within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Seller does not have the right to sell the Sale Shares to a third party and the Company shall be wound up immediately upon the Continuing Shareholder giving notice in writing to the Company to that effect within such 20 Business Day period.

17.3. A Deemed Transfer Notice under *Article 17.1(l)* shall immediately and automatically revoke:

- (a). a Transfer Notice served by the relevant shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under *Article 17.1(l)*; and
- (b). a Deemed Transfer Notice deemed to be served by the relevant shareholder under any of the events set out in *Article 17.1(a)* to *Article 17.1(k)* (inclusive) before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under *Article 17.1(l)*.

17.4. If the Seller fails to complete a transfer of Sale Shares as required under this *Article 17.*, the Seller agrees that the Continuing Shareholder is irrevocably authorised to appoint any person the Continuing Shareholder nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

18. VALUATION

18.1. As soon as practicable after deemed service of a Transfer Notice under *Article 17.*, the shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.

18.2. The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the shareholders in writing of their determination.

18.3. The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:

- (a). valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
 - (b). if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c). the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - (d). the Sale Shares are sold free of all encumbrances;
 - (e). the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
 - (f). to take account of any other factors that the Valuers believe should be taken into account.
- 18.4. The shareholders are entitled to make written submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 18.5. To the extent not provided for by this *Article 18.*, the Valuers may, in their reasonable discretion, *determine such other procedures to assist with the valuation as they consider just or appropriate*, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 18.6. The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 18.7. Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation (including any fees and costs of any advisers appointed by the Valuers) shall be borne by the shareholders equally or in such other proportions as the Valuers shall direct.

DECISION MAKING BY SHAREHOLDERS

19. QUORUM FOR GENERAL MEETINGS

- 19.1. The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of Capita Shares or a duly authorised representative of such holder and one shall be a holder of Founder Shares or a duly authorised representative of such holder.
- 19.2. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

20. CHAIRING GENERAL MEETINGS

- 20.1. The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

21. VOTING

21.1. At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that:

- (a). no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right; and
- (b). subject to article 21.1(a), in the case of any resolution proposed to remove a (i) Capita Director, the total amount of votes of any holders of Capita Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be always be equal to one more vote than any total votes in favour of the resolution (so that such resolution will always be defeated) (ii) Founder Director, the total amount of votes of any holders of Founder Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be always be equal to one more vote than any total votes in favour of the resolution (so that such resolution will always be defeated).

22. POLL VOTES

22.1. A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.

22.2. Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

23. PROXIES

23.1. Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate”.

23.2. Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

24. MEANS OF COMMUNICATION TO BE USED

24.1. Subject to Article 24.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a). if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (b). if sent by pre-paid United Kingdom first class post or another next working day delivery service providing proof of delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (c). if sent by pre-paid airmail to an address outside the country from which it is

sent, at 9.00 am on the fifth Business Day after posting; or

- (d). if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt; or
- (e). if sent or supplied by email, at the time of transmission; or
- (f). if deemed receipt under the previous paragraphs of this *Article 24.1* would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

24.2. To prove service, it is sufficient to prove that:

- (a). if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b). if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (c). if sent by email, the notice was properly addressed and sent to the email address of the recipient.

24.3. Any notice, document or other information served on, or delivered to, an intended recipient under Article 15., Article 16. or Article 17. (as the case may be) may not be served or delivered in electronic form, or by means of a website.

24.4. In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

25. INDEMNITY AND INSURANCE

25.1. Subject to *Article 25.2*, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a). each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i). in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii). including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
- (b). the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in *Article 25.1(a)* and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

25.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

25.3. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

25.4. In this article:

- (a). a “relevant officer” means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b). a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company or any pension fund or employees’ share scheme of the Company.