

Company number: 10929723

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

COMMUNITY SPONSORS HOMES LIMITED (the "Company")

Circulation Date: 3rd July 2018



Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the members of the Company propose that resolution 1 below be passed as an ordinary resolution and that resolution 2 below be passed as a special resolution (the "Resolutions"):


1. THAT, in accordance with section 551 of the Companies Act 2006, the directors of the Company be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £20,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years from the date of this resolution;
2. THAT, the articles of association attached hereto as Exhibit 1 (the "New Articles") be approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

We, the undersigned, being the requisite members of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions. The Resolutions will be passed once sufficient agreement has been received from the required majority of eligible members to the Resolutions.

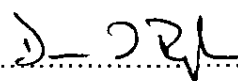
Signed by Home Love Limited


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Date

3rd July 2018
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Signed by Community Sponsors Limited


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3rd July 2018
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NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - 1.1 **By Hand:** delivering the signed and dated copy to Bates Wells & Braithwaite London LLP, 10 Queen Street Place, London, EC4R 1BE, marked for the attention of Oliver Scutt;
 - 1.2 **By Post:** returning the signed and dated copy by post to Bates Wells & Braithwaite London LLP, 10 Queen Street Place, London, EC4R 1BE, marked for the attention of Oliver Scutt;
 - 1.3 **By Email:** by attaching a scanned copy of the signed document to an email and sending it to David Duhig at the following email address: o.scutt@bwbllp.com. Please enter "Community Sponsors Homes Limited" in the email subject box.

If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions you may not revoke your agreement.
3. Unless, by the end of 28 days beginning with the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send an original certified version of the relevant power of attorney or authority when returning this document.

ARTICLES OF ASSOCIATION
of
COMMUNITY SPONSORS HOMES LIMITED



Bates Wells Braithwaite

10 Queen Street Place, London

EC4R 1BE

www.bwbllp.com

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The Companies Act 2006
Private Company Limited by Shares
Articles of Association
of
COMMUNITY SPONSORS HOMES LIMITED
(the "Company")

Introduction

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

"A Director"	means any director appointed by the holders of the A Ordinary Shares pursuant to Article 10.1 (and the first of these directors shall be David Toplas).
"A Ordinary Shares"	means the A Ordinary Shares of £1.00 each in the capital of the Company which as at the date of adoption of these Articles are held solely by CSL.
"Alternate Director"	has the meaning given in Article 12.1.
"Appointor"	has the meaning given in Article 12.1.
"Articles"	means these articles of association of the Company for the time being in force.
"B Director"	means any director appointed by the holders of the B Ordinary Shares pursuant to Article 10.1 (and the first of these director shall be Ms. Bowden).
"B Ordinary Shares"	means the B Ordinary Shares of £1.00 each in the capital of the Company which as at the date of adoption of these Articles are held solely by HLL.
"Board"	means the board of Directors as constituted from time to time.
"Business Day"	means any day (except Saturdays and Sundays) when clearing banks are open for business in London.

"Business Plan"	the business plan relating to the Company from time to time in force which has been adopted by the Board.
"CA 2006"	means the Companies Act 2006.
"Conflict"	has the meaning given in Article 8.1.
"CSL"	means Community Sponsors Limited, a company with registered number 05957176 having its registered office at New Zealand House 15th Floor, 80 Haymarket, London, SW1Y 4TE.
"Deemed Transfer Notice"	a Transfer Notice which is deemed to have been served by any of the provisions of these Articles.
"Directors"	the directors of the Company from time to time.
"Eligible Director"	means a Director who would be entitled to vote on a matter at a meeting of the Board (but excluding any Director whose vote is not to be counted in respect of the particular matter in accordance with these Articles).
"Fair Value"	has the meaning given in Article 24.2.
"Family Trust"	as regards any particular Shareholder who is an individual (or deceased or former Shareholder who is an individual) any trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons).
"Group"	means the Company, any subsidiary or any holding company from time to time of the Company, and any

subsidiary from time to time of a holding company of the Company from time to time and **"Group Company"** shall be construed accordingly.

"HLL" means Home Love Ltd, a company with registered number 10867541 having its registered office at 8 Hilda Grove, Stockport, SK5 7QP.

"Independent Expert" means an independent firm of accountants jointly appointed by the Company and the Seller or the Shareholders or, in the absence of agreement between the Company and the Seller or the Shareholders on the identity of the expert within 5 Business Days of the expiry of the 5 Business Day period referred to in Article 24.1, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator).

"Liquidation" means the solvent liquidation or winding up of the Company.

"Member of the Same Group" as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company.

"Minimum Transfer Condition" has the meaning given at Article 23.2.4.

"Model Articles" means 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.

"Ms. Bowden" Means Ms. Eleanor Bowden of 8 Hilda Grove, Stockport, SK5 7QP in her capacity as an employee of the Company.

"Permitted Transfer" a transfer of Shares made in accordance with Article 22.

"Permitted Transferee" in relation to:

a Shareholder who is an individual, any of his/ her Privileged Relations or the trustee(s) of a Family Trust;

and

a Shareholder which is a company, a Member of the Same Group as that company.

“Privileged Relation” in relation to a Shareholder who is an individual (or a deceased or former Shareholder who is an individual) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue).

“Reserved Matters” Has the meaning given in Article 20.

“Sale Shares” has the meaning given in Article 23.2.1.

“Seller” has the meaning given in Article 23.2.

“Shares” means the A Ordinary Shares and the B Ordinary Shares which constitute the share capital of the Company.

“Shareholder” means a holder for the time being in the capital of the Company, which as at the date of these Articles are CSL as holder of the A Ordinary Shares and HLL as holder of the B Ordinary Shares.

“Stakeholder Consideration” those considerations and interests other than those of the Shareholders which the Directors must bear in mind when making decisions and carrying out their duties;

Statement of Responsible Business Principles” as referred to in Article 34;

“Transfer Notice” has the meaning given in Article 23.2.

“Transfer Price” has the meaning given in Article 24.

- 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 the same meanings in these Articles.

EXECUTION VERSION

- 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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 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.
- 1.7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.9 Article 7 of the Model Articles shall be amended by:
 - 1.9.1 the insertion of the words "for the time being" at the end of Article 7(2)(a); and
 - 1.9.2 the insertion in Article 7(2) of the words "(for so long as he/ she remains the sole director)" after the words "and the director may".
- 1.10 Article 20 of the Model Articles shall be amended by:
 - 1.10.1 the insertion of the words "(including Alternate Directors)" before the words "properly incur"; and
 - 1.10.2 the deletion of the word "may" in the first line and its replacement with the word "must".
- 1.11 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Article **Error! Reference source not found.**", after the word "But".
- 1.12 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 28(2),", after the words "the transmittee's name".

- 1.13 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

Directors

2. Director's Duties

- 2.1 A Director must act in the way he or she considers, in good faith, would be most likely to promote the objects of the Company. In doing so, a Director shall have regard (amongst other matters) to:
- 2.1.1 the likely consequences of any decision in the long term;
 - 2.1.2 the interests of the Company's employees;
 - 2.1.3 the need to foster the Company's business relationships with suppliers, customers and others;
 - 2.1.4 the impact of the Company's operations on the community and the environment;
 - 2.1.5 the desirability of the Company maintaining a reputation for high standards of business conduct; and
 - 2.1.6 the need to act fairly as between members of the Company.
- 2.2 For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Consideration or group of Stakeholder Considerations as more important than any other.
- 2.3 If it appears that any Shareholder is in breach of any obligation which it owes to the Company or has misapplied or retained or become liable or accountable for any money or property of the Company, or has been guilty of any misfeasance or breach of any fiduciary or other duty in relation to the Company or is under any obligation to indemnify the Company against any liability, then it is agreed that the prosecution of any right of action of the Company in respect of such matters shall be passed to the Board (excluding the Shareholder who or whose Permitted Transferee is the potential subject of any such right of action and any Director that has been appointed by that Shareholder), who shall have full authority on behalf of the Company to negotiate, litigate and settle any claim arising out of such matter and the Shareholders shall take all steps within their power to give effect to the provisions of this Article 2.3.
- 2.4 The Shareholders shall procure that any monies or property which the Company may recover or receive as a result of the operation of Article 2.3 shall be applied by the Company in a proper and efficient manner and for the Company's benefit.

- 2.5 Nothing in this Article (either express or implied), is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

3. Simple majority decisions

- 3.1 A decision of the directors is made in accordance with this Article when a simple majority of Eligible Directors indicates to each other by any means that they share a common view on a matter.
- 3.2 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.
- 3.3 A decision may not be taken in accordance with this Article if the Eligible Directors *would not have formed a quorum at such a meeting*.

4. Calling a directors' meeting

- 4.1 Any Director may call a Directors' meeting by giving not less than three Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors.
- 4.2 Notice of a Directors' meeting shall be given to each Director in writing (which for clarity may include email) and such notice shall be accompanied by a written meeting agenda specifying the business to be discussed at such meeting together with all relevant papers including a report from the Chief Executive, in a form approved by the Board, on the performance of the Company's business since the date of the last Board meeting.
- 4.3 As soon as practicable after each meeting of the Board (or committee of the Board) a copy of the minutes shall be provided to the Directors.

5. Quorum for directors' meetings

- 5.1 Subject to Article 5.2 and 5.4, the quorum for the transaction of business at a meeting of the Directors is any three Eligible Directors which shall include at least the first A Director (being David Toplas) and the first B Director (being Ms. Bowden) or their Alternate.
- 5.2 If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned for 5 Business Days and be held again at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then those Directors present (or Director present) shall constitute a quorum.

5.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a director's Conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

5.4 If the total number of Eligible Directors in office for the time being is less than two, the Directors must not take any decision other than a decision:

5.4.1 to appoint further directors; or

5.4.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

6. Referral to Shareholders

If the numbers of votes for and against any proposal at a meeting of Directors is equal, the chairman or other director chairing the meeting shall not have a casting vote and the matter shall immediately be referred to the Shareholders for resolution.

7. Transactions or other arrangements with the Company

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

7.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

7.1.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he/ she is interested;

7.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he/ she is interested;

7.1.4 may act by himself/ herself or his/ her firm in a professional capacity for the Company (otherwise than as auditor) and he/ she or his/ her firm shall be entitled to remuneration for professional services as if he were not a Director;

7.1.5 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

7.1.6 shall not, save as he/ she may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him/ her (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/ her duty under section 176 of the CA 2006.

8. Directors' conflicts of interest

8.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the CA 2006 to avoid conflicts of interest ("**Conflict**").

8.2 Any authorisation under this Article 8 will be effective only if:

8.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors for consideration at a meeting under the provisions of these Articles;

8.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and

8.2.3 the matter was agreed to without his/ her voting or would have been agreed to if the vote of the Interested Director had not been counted.

8.3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently):

8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

8.3.2 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;

8.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;

8.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;

- 8.3.5 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/ she will not be obliged to disclose that information to the Company, or to use it in relation to the affairs of the Company where to do so would amount to a breach of that confidence; and
- 8.3.6 permit the Interested Director to absent himself/ herself 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.
- 8.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself/ herself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 8.5 The Directors 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.
- 8.6 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/ she derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (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. Records of decisions to be kept

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

10. Appointment of directors

- 10.1 For so long as the holders of A Ordinary Shares as a class and the holders of B Ordinary Shares as a class shall hold more than 20% of the entire issued share capital of the Company (and in the absence of any further written agreement in the alternative), each shall have the right by serving written notice on the Company to appoint and maintain in office one natural person as a Director and to remove any Director so appointed and, upon their removal, to appoint another Director in their place. Where the holder of A Ordinary Shares appoints a Director, that Director shall become an A Director, and where the holder of B Ordinary Shares appoints a Director, that Director shall become a B Director.

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- 10.2 A decision may not be taken in accordance with Article 2.1 if the Eligible Directors would not have formed a quorum at a Director's meeting to vote on the matter in accordance with Article 5.1.
- 10.3 Unless otherwise determined by unanimous consent of the Shareholders, the number of directors shall therefore be a maximum of four, but shall not be less than two.
- 10.4 The appointment or removal of a Director pursuant to Article 10.1 shall take effect on the date on which the applicable notice is received by the Company or, if a later date is given in the notice, on that date. The party removing a Director shall indemnify the Company against any claim connected with that Director's removal from office.
11. **Director service agreements**
- 11.1 Each Director appointed pursuant to Article 10.1 shall (if required by the first A Director (being David Toplas) and first B Director (being Ms. Bowden) enter in to a non-executive director services agreement with the Company recording the duties and responsibilities owed by him/ her to the Company and may be paid such fees as the first A Director and first B Director may determine from time to time.
- 11.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against it (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
12. **Appointment and removal of Alternate Directors**
- 12.1 Any Director ("**Appointor**") may appoint any other Director, or any other person approved by resolution by the directors as an alternate ("**Alternate Director**"), to:
- 12.1.1 exercise that Director's powers; and
- 12.1.2 carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the Alternate Director's Appointor.
- 12.2 Any appointment or removal of an Alternate Director must be effected by notice in writing to the Company signed by the Appointor together with the prior written consent of at least one A Director and one B Director.

12.3 The notice must:

12.3.1 identify the proposed Alternate Director; and

12.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate Director that the proposed Alternate Director is willing to act as the Alternate Director of the Director giving the notice.

13. Termination of alternate directorship

13.1 An Alternate Director's appointment as an Alternate Director terminates:

13.1.1 when the Alternate Director's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

13.1.2 on the occurrence, in relation to the Alternate Director, of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the appointment of the Appointor as a director;

13.1.3 on the death of the Alternate Director's Appointor; or

13.1.4 when appointment of the Alternate Director's Appointor terminates.

Shares

14. Share Classes

14.1 The A Ordinary Shares and the B Ordinary Shares shall constitute different classes of shares for the purposes of the CA 2006 but, save as otherwise provided in these Articles, the A Ordinary Shares and B Ordinary Shares shall rank pari passu in all respects.

14.2 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.

14.3 The rights conferred on each of the holders of the Shares shall not be deemed to be varied by:

14.3.1 The creation or issue of any further shares (whether ranking equally, in priority to them or subsequent to them);

14.3.2 any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or

14.4 any amendment to these Articles.

15. Share certificates

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15.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

15.2 Every certificate must specify—

15.2.1 in respect of how many Shares, of what class, it is issued;

15.2.2 the nominal value of those Shares;

15.2.3 that the Shares are fully paid; and

15.2.4 any distinguishing numbers assigned to them.

15.3 No certificate may be issued in respect of shares of more than one class.

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

15.5 Certificates must—

15.5.1 have affixed to them the Company's common seal, or

15.5.2 be otherwise executed in accordance with the Companies Acts.

16. **Replacement share certificates**

16.1 If a certificate issued in respect of a Shareholder's Shares is—

16.1.1 damaged or defaced, or

16.1.2 said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

16.2 A Shareholder exercising the right to be issued with such a replacement certificate—

16.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

16.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

16.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

17. **Voting**

17.1 The A Ordinary Shares shall entitle the holders thereof to attend and speak (in person or by proxy) at any general meeting of Shareholders and to vote on any or all matters and resolutions that are the subject of any vote at any such general meeting.

17.2 The B Ordinary Shares shall entitle the holders thereof to attend and speak (in person or by proxy) at any general meeting of Shareholders and to vote on any or all matters and resolutions that are the subject of any vote at any such general meeting.

18. Dividends

18.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

18.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount, at all times taking into account the working capital requirements of the Company and on the strict basis that net cash reserves are forecast to exceed running costs for the forthcoming 12 month period. Such a dividend must not exceed the amount recommended by the Directors.

18.3 No dividend may be declared or paid unless it is in accordance with the Shareholders' respective rights.

18.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

18.5 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

18.6 If the Directors act in good faith, they do not incur any liability to the Shareholders conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

19. Return of capital

19.1 On a return of capital on Liquidation or capital reduction or otherwise (except in the case of the redemption of Shares of any class or the purchase by the Company of its own Shares), the surplus assets of the Company available for distribution among the Shareholders shall be applied to the holders of the A Ordinary Shares and the B Ordinary Shares on a pro rata basis as if the A Ordinary Shares and B Ordinary Shares were one class of share.

20. Reserved Matters of the Shareholders

20.1 The Company shall not undertake any of the following Reserved Matters other than with the prior unanimous written consent (100%) of all the Shareholders:

20.1.1 vary in any respect its Articles or the rights attaching to any of the Shares;

20.1.2 issue any loan capital or enter into any commitment with any person with respect to the issue of any loan capital;

20.1.3 borrowing and repayment from third parties or Shareholders;

20.1.4 increase the amount of its issued share capital, grant any option or other interest (in the form of convertible securities or in any other form) over or in its share capital, redeem or purchase any of its own Shares or effect any other reorganisation of its share capital;

20.1.5 acquisition by any means (including by sale, transfer, lease, licence or assignment) by the Company of a material asset, or the whole (or part) of the business of any other person/ entity (whether as a single transaction or taken together with any related acquisitions) and, for the purposes of this paragraph, a "material asset" shall mean any asset with a value of £50,000 or more;

20.1.6 apply for the listing or trading of any Shares or debt securities on any stock exchange or market;

20.1.7 close down any business operation or dispose of or dilute its interest in any of its subsidiaries for the time being;

20.1.8 amalgamate or merge with any other Company or business undertaking;

20.1.9 borrowing, granting of any form of security in respect of the Company (including but not limited to creating or granting any encumbrance over the whole or any part of the Business, assets or the Company) and repayment from third parties or Shareholders;

20.1.10 any form of leasing;

20.1.11 non arms-length transactions;

20.1.12 change of Company name;

20.1.13 change of principal place of business;

20.1.14 change to the accounting policies of the Company;

- 20.1.15 pass any resolution for its winding up or present any petition for its administration (unless it has become insolvent); or
- 20.1.16 authorisation of Company payments over £50,000;
- 20.1.17 appointment of a new independent director to the board;
- 20.1.18 amend or vary the Business Plan, or approve annual cashflow forecasts and statements
- 20.1.19 changing the nature of the Business or commencing any new business by the Company which is not ancillary or incidental to the Business; or
- 20.1.20 forming any subsidiary of the Company
- 20.1.21 .

20.2 The Company shall not undertake any of the following Reserved Matters other than with the prior written consent of a simple majority (more than 50%) of the Shareholders:

- 20.2.1 proposal to declare a dividend to the Board;
- 20.2.2 licensing, transfer, assignment or other dealing in any way with any intellectual property of the Company;
- 20.2.3 change either:
 - (a) its auditors; or
 - (b) its financial year end;
- 20.2.4 make or permit to be made any material change in the accounting policies and principles adopted by the Company in the preparation of its audited accounts except as may be required to ensure compliance with relevant accounting standards under the Companies Act 2006 or any other generally accepted accounting principles in the United Kingdom; or
- 20.2.5 make any donations.

21. Transfers of Shares: General

- 21.1 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.

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- 21.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles.
- 21.3 Subject to Article 21.2 the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 21.4 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, it shall be deemed to have immediately served a Transfer Notice in respect of all Shares held by it.
- 21.5 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:
- 21.5.1 it does not contain a Minimum Transfer Condition; and
- 21.5.2 the Seller wishes to transfer all the Shares held by it, including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice.
- 21.6 Any Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.
- 21.7 On the transfer of any Share as permitted by these Articles:
- 21.7.1 if it is the transfer of Shares to an existing Shareholder (a "**Transferee**"), any such Shares that are of a class that is not a class already held by the Transferee (the "**Shares for Redesignation**") shall automatically be redesignated on transfer as Shares of the same class as those Shares already held by the Transferee. If the Transferee holds Shares of more than one class, the Shares for Redesignation shall automatically be redesignated on transfer as Shares of both of the classes of Shares already held by the Transferee in proportion to the number of Shares of each such class already held by the Transferee; and
- 21.7.2 all other Shares transferred shall remain of the same class as before the transfer.

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.

22. Permitted Transfers of Shares

- 22.1 Any Shareholder may transfer all or part of its Shares to a Permitted Transferee.

22.2 Where Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to:

22.2.1 the Shareholder;

22.2.2 any Privileged Relation(s) of the Shareholder;

22.2.3 subject to Article 22.3, the trustee(s) of another Family Trust of which the Shareholder is the settlor; or

22.2.4 subject to Article 22.3, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust

without any price or other restriction.

22.3 A transfer of Shares may only be made to the trustee(s) of a Family Trust if the board of Directors is satisfied:

22.3.1 with the terms of the trust instrument and, in particular, with the powers of the trustee(s);

22.3.2 with the identity of the proposed trustee(s);

22.3.3 that the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and

22.3.4 that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

22.4 If the Shareholder is a company, and a Permitted Transfer has been made, the Permitted Transferee shall, within five Business Days of ceasing to be a Member of the Same Group as the Shareholder, transfer the Shares held by it to:

22.4.1 the Shareholder; or

22.4.2 a Member of the Same Group as the Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this Article 22.4, a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 22.4.

22.5 If the Shareholder is an individual and a Permitted Transfer has been made to a Privileged Relation of the Shareholder, the Permitted Transferee (or the transmittee(s) of any such person), shall within five Business Days of ceasing to

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be a Privileged Relation of the Shareholder (whether by reason of death, divorce or otherwise) either:

22.5.1 execute and deliver to the Company a transfer of the Shares held by it to the Shareholder (or to any Permitted Transferee of the Shareholder) for such consideration as may be agreed between them; or

22.5.2 give a Transfer Notice to the Company in accordance with Article 23,

failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 22.5.

23. Pre-Emption Rights on the Transfer of Shares

23.1 Except where the provisions of Article 22 or Article 25 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 23.

23.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, before transferring or agreeing to transfer any Shares, give notice in writing (a "**Transfer Notice**") to the Company specifying:

23.2.1 subject to Article 21.5.2, the number of Shares it wishes to transfer ("**Sale Shares**");

23.2.2 the name of the proposed transferee, if any;

23.2.3 the price per Sale Share (in cash), if any, at which it wishes to transfer the Sale Shares (the "**Proposed Sale Price**"); and

23.2.4 subject to Article 21.5.1, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a "**Minimum Transfer Condition**").

23.3 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

23.4 As soon as practicable following the later of:

23.4.1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and

23.4.2 the determination of the Transfer Price,

the Directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 23 at the Transfer Price. Each offer shall be

in writing and shall give details of the number and Transfer Price of the Sale Shares offered.

23.5 The Directors shall offer the Sale Shares to the Shareholders (other than the Seller or to any Shareholder subject to a Deemed Transfer Notice), inviting them to apply in writing within the period from the date of the offer to the date five Business Days after the offer (both dates inclusive) (the “**Offer Period**”) for the maximum number of Sale Shares they wish to buy.

23.6 If:

23.6.1 at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares of the class being offered held by all Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which it has stated it is willing to buy; and

23.6.2 at the end of the Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the Shareholders in accordance with their applications. The balance shall be dealt with in accordance with Article 23.7.

23.7 Where the Transfer Notice contains a Minimum Transfer Condition:

23.7.1 any allocation made under Article 23.5 to Article 22.6 (inclusive) shall be conditional on the fulfilment of the Minimum Transfer Condition; and

23.7.2 if the total number of Sale Shares applied for under Article 23.5 to Article 23.6 (inclusive) is less than the number of Sale Shares, the Board shall notify the Seller and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

23.8 Where either:

23.8.1 the Transfer Notice does not contain a Minimum Transfer Condition; or

23.8.2 allocations have been made in respect of all the Sale Shares,

the Directors shall, when no further offers or allocations are required to be made under Article 23.5 to Article 23.6 (inclusive), give notice in writing of the

allocations of Sale Shares (an “**Allocation Notice**”) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an “**Applicant**”). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 2 Business Days, but not more than 5 Business Days, after the date of the Allocation Notice).

23.9 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

23.10 If the Seller fails to comply with Article 23.8:

23.10.1 the Chairman (or, failing him, any other Director or some other person *nominated by a resolution of the Directors*) may, as agent and attorney on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- (c) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

23.10.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

23.11 Where a Transfer Notice lapses pursuant to Article 23.7.2 or an Allocation Notice does not relate to all the Sale Shares, then, subject to Article 23.12, the Seller may, at any time during the 5 Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Sale Shares (in the case of a lapsed offer) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this Article 23.11 shall continue to be subject to any Minimum Transfer Condition.

23.12 The Seller's right to transfer Shares under Article 23.11 does not apply if the Directors reasonably consider that:

- 23.12.1 the transferee is a person (or a nominee for a person) whom the board of Directors determines to be a competitor (or a Member of the Same Group as a competitor) of the business of any Group Company;
- 23.12.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- 23.12.3 the Seller has failed or refused to promptly provide information available to it and reasonably requested to enable it to form the opinion referred to in Article 23.12.2.

24. Valuation

- 24.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Directors (any Director with whom the Seller is connected not voting) and the Seller or, in default of agreement within 5 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.
- 24.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:
 - 24.2.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
 - 24.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 24.2.3 that the Sale Shares are capable of being transferred without restriction;
 - 24.2.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, but taking into account the Sale Shares' apportionment and distribution of proceeds entitlements under Article 19.1; and
 - 24.2.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 24.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.

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- 24.4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 24.5 The parties are entitled to make submissions to the Independent Expert and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.
- 24.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 24.7 The Independent Expert shall be requested to determine the Fair Value within 10 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 24.8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs unless in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Independent Expert, in which case the Seller shall bear the cost.
25. **Compulsory Transfers**
- 25.1 A Shareholder is deemed to have served a Transfer Notice under Article 23.2 immediately before any of the following events:
- 25.1.1 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, provided that such reconstruction or amalgamation does not result in a transfer of the Shareholder's shares in the Company to any person other than a Permitted Transferee; or
- 25.1.2 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 seven days of such presentation; or
- 25.1.3 a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the Shareholder, although in the case of a Permitted Transferee that ceases to be a Shareholder 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 23 rather than being deemed to have served a Transfer Notice under this Article; or
- 25.1.4 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
 - 25.1.5 any step being taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the Shareholder; or
 - 25.1.6 the Shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
 - 25.1.7 the Shareholder entering into a composition or arrangement with any of its creditors; or
 - 25.1.8 any chargor 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
 - 25.1.9 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
 - 25.1.10 the Shareholder ceasing to carry on its business or substantially all of its business; or
 - 25.1.11 in the case of the events set out in Article 25.1.1 to 25.1.10 above, any competent person taking any analogous step in any jurisdiction in which the Shareholder carries on business.
- 25.2 A Shareholder (and any Shareholder who is a Permitted Transferee of that Shareholder) is deemed to have served a Transfer Notice under Article 23.2 if it (or its Permitted Transferee) commits a material or persistent breach of the 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 30 days of the other Shareholder requiring it.
- 25.3 HLL (and any Shareholder who is a Permitted Transferee) shall be deemed to have served a Transfer Notice under Article 23.2 if Ms. Bowden ceases to be an employee of the Company or any Group Company, unless (i) a simple majority of the Shareholders approve HLL's continuation as a Shareholder pursuant to an ordinary written resolution, and (ii) HLL and the Company agree written terms

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of agreement in relation to any ongoing involvement of Ms. Bowden in the affairs of the Company.

25.4 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer. The applicable price for Sale Shares subject to a Deemed Transfer Notice shall be as follows:

25.4.1 if arising pursuant to Article 25.1, the Fair Value of those Sale Shares;

25.4.2 if arising pursuant to Article 25.2, the aggregate par value of those Sale Shares;

25.4.3 if arising pursuant to Article 25.3:

(a) either, the Fair Value of those Sale Shares in the event that Ms. Bowden has ceased to be an employee of the Company due to her:

- (i) death;
- (ii) permanent disability or permanent incapacity through ill-health;
- (iii) retirement at normal retirement age;
- (iv) ceasing to be employed by the Company or any Group Company, including as a result of a Group Company ceasing to be a Group Company (provided that this shall not include any cessation of employment due to a material breach of Ms. Bowden's employment contract which has led to her dismissal on the strict basis that such dismissal is not deemed wrongful or constructive pursuant to 25.4.3(a)(v)); or
- (v) dismissal by the Company (or other Group Company) which is determined by an employment tribunal or at a court of competent jurisdiction, from which there is no right to appeal, to be wrongful or constructive.

(b) or, the aggregate par value of those Sale Shares owned by HLL if Ms. Bowden has ceased to be an employee of the Company or a Group Company for any other reason other than those set out in Article 25.4.3(a).

25.5 Notwithstanding the provisions of Article 25.2 and Article 25.4.3(b), the Shareholders (excluding the transferring/ affected Shareholder) may, by notice in writing served on the Company and the relevant Seller(s), direct that some higher (but not lower) price shall apply to any or all Sale Shares which would otherwise be subject to Article 25.2 and Article 25.4.3(b).

- 25.6 A Deemed Transfer Notice under Article 25.2 shall immediately and automatically revoke:
- 25.6.1 a Transfer Notice served by the relevant Shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under Article 25.4; and
- 25.6.2 a Deemed Transfer Notice deemed to be served by the relevant Shareholder under any of the events set out in Article 25.1.1 to Article 25.1.11 (inclusive) before the occurrence of the relevant event giving rise to the Deemed Transfer Notice under Article 25.4.

If the Seller fails to complete a transfer of Sale Shares as required under this Article 25, the continuing Shareholder is irrevocably authorised to appoint any person it 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.

Decision making by Shareholders

26. Voting: general

- 26.1 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 the Articles and shall at all times take in to account the provisions of Article 20 (Reserved Matters of the Shareholders).

27. Errors and disputes

- 27.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.2 Any such objection must be referred to the Shareholders for resolution.

28. Poll votes

- 28.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.
- 28.2 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.

29. Proxies

- 29.1 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 the general meeting (or adjourned meeting) to which they relate".
- 29.2 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, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

30. Amendments to resolutions

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

Administrative arrangements

31. Means of communication to be used

- 31.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 31.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 31.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 31.1.3 if properly addressed and sent or supplied by electronic means, one hour(s) after the document or information was sent or supplied; and
- 31.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 31.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the CA 2006.

32. Indemnity

- 32.1 Subject to Article 32.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - 32.1.1 each relevant officer shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him/ her as a relevant officer:
 - 32.1.2 in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - 32.1.3 in relation to the activities of the Company (or any activities of an associated company) as trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),

including (in each case) any liability incurred by him/ her 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/ her, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any affairs of an associated company); and

32.1.4 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him/ her in connection with any proceedings or application referred to in Article 32.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

32.2 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.

32.3 In this Article:

32.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

32.3.2 a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the CA 2006), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

33. Insurance

33.1 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.

33.2 In this Article:

33.2.1 a "relevant officer" means any Director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the CA 2006), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor);

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

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

34. Statement of Responsible Business Principles

- 34.1 The Directors shall seek to ensure that the Company carries out its business in accordance with a Statement of Responsible Business Principles.
- 34.2 The Statement of Responsible Business Principles shall be proposed by the Directors and shall be submitted for approval to the Shareholders at a general meeting within 3 months of the adoption date.
- 34.3 The Statement of Responsible Business Principles shall be resubmitted by the Directors for approval by the Shareholders at a general meeting at least once every five years from the adoption date.
- 34.4 The Statement of Responsible Business Principles may only be amended with the unanimous approval of the Shareholders.

35. Impact Report

- 35.1 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its Shareholders an impact report which shall:
- 35.1.1 contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business; and
- 35.1.2 contain such detail as is necessary to enable the Shareholders to have an understanding of the way in which the Company has promoted its success for the benefit of its Shareholders as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole.
- 35.2 The Company may choose to publish the impact report as part of its annual report. In particular, if the Company is required to prepare a strategic report under the CA 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

36. Provision for employees on cessation of business

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