

Registered Number: 11217220

**THE COMPANIES ACTS**  
**OLD SPOT PUB COMPANY LIMITED**  
(the "Company")  
**PRIVATE COMPANY LIMITED BY SHARES**

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**RESOLUTIONS**  
**to which Chapter 3 of Part 3**  
**of the Companies Act 2006 applies**

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The following resolutions were passed in writing pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as ordinary resolutions in respect of resolutions 1 and 2 and as special resolutions in respect of resolutions 3 and 4 on 31 March 2018:

**ORDINARY RESOLUTIONS**

1. **THAT** the directors be authorised pursuant to section 551 of the Companies Act 2006 to exercise all powers of the Company to allot and to grant rights to subscribe for or to convert any security into shares up to an aggregate nominal amount of £49,999 provided that this authority shall expire on the fifth anniversary of the date of this resolution, except that the Company may before such expiry make any offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this resolution had not expired.

2. **THAT** the subscriber share, being the existing 1 Ordinary Share in the capital of the Company, be subdivided and re-designated as follows:

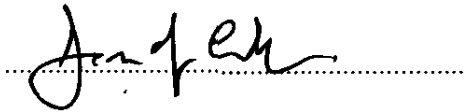
Prior to sub-division and re-designation	Following sub-division and re-designation
1 Ordinary Share of £1	2 A Ordinary Shares of £0.50



### SPECIAL RESOLUTIONS

3. **THAT** the articles of association, a copy of which is attached, be adopted as the articles of association of the Company in substitution for and to the exclusion of its existing articles of association.

4. **THAT** the directors be empowered pursuant to section 570 of the Companies Act 2006 to allot equity securities (as defined in section 560 of that Act) for cash pursuant to the general authority conferred on them by resolution 1 as if section 561 of that Act did not apply to any such allotment or sale. This authority shall expire, unless previously revoked or renewed by the Company, on the fifth anniversary of the date of this resolution except that the Company may before such expiry make any offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such an offer or agreement as if the power conferred by this resolution had not expired.



Director/Secretary

Date 31 March 2018

Nw  
DF

**ARTICLES OF ASSOCIATION**  
(adopted on *31 March 2018*)

of

**OLD SPOT PUB COMPANY LIMITED**  
**Incorporated on: 21 February 2018**  
**Registered number: 11217220**

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**ARTICLES OF ASSOCIATION**  
(adopted on *31 March* 2018)  
of  
**OLD SPOT PUB COMPANY LIMITED**  
(the “Company”)

**1. Interpretation**

1.1 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.

1.2 In these Articles:

1.2.1 headings are used for convenience only and shall not affect the construction hereof;

1.2.2 unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the Adoption Date (as defined below);

1.2.3 in the event of there being any conflict or inconsistency between any provision in Part A of these Articles and any provisions in Part B of these Articles, the provisions in Part A shall prevail;

1.2.4 the following words and expressions shall have the following meanings:

“**Additional Working Capital Loan**”: has the meaning given in the Shareholders’ Agreement

“**Adoption Date**”: *31 March* 2018

“**A Ordinary Shares**”: A Ordinary Shares of £0.50 each in the capital of the Company having rights as set out in these Articles

“**A Shareholder**”: any holder of A Ordinary Shares

“**A Shareholder Approval**”: the prior consent or approval in writing of an A Shareholder Majority

“**A Shareholder Director**”: a person appointed as a director of the Company pursuant to article 3.4.1

“**A Shareholder Majority**”: the holders of not less than one half of the total number of A Ordinary Shares for the relevant time being in issue

“**Associate**”: as defined in article 6.1.3

“**these Articles**”: these articles of association as amended from time to time (and reference to an “**article**” shall be construed accordingly)

“**Bad Leaver**”: a Member who ceases to be employed by a Group Company:

- (a) in circumstances where he is guilty of gross misconduct in relation to the Group or its business; or

- (b) by virtue of the retirement of the Member or where the Member gives notice to terminate his employment or directorship (other than for the reasons set out in paragraph (b) of the definition of “Good Leaver”),

provided that a Member shall not be a “**Bad Leaver**” where clause 19.2 of the Shareholders’ Agreement applied

“**Bad Leaver Price**”: the price per Share which is the lesser of:

- (a) Fair Value, as agreed or determined pursuant to article 4.7 and 4.8; and
- (b) the Issue Price

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

the “**Board**”: the board of directors of the Company as from time to time constituted

“**B Ordinary Shares**”: B Ordinary Shares of £0.50 each in the capital of the Company having rights as set out in these Articles

“**B Shareholder**”: any holder of B Ordinary Shares

“**B Shareholder Approval**”: the prior consent or approval in writing of a B Shareholder Majority

“**B Shareholder Director**”: a person appointed as a director of the Company pursuant to article 3.4.2

“**B Shareholder Majority**”: the holders of not less than one half of the total number of B Ordinary Shares for the relevant time being in issue, provided that any B Ordinary Shares held by an A Shareholder shall not count towards the determination of a B Shareholder Majority

“**call**”: for the purposes of articles 34 to 40 only, has the meaning given in article 34

“**call notice**”: has the meaning given in article 34

“**Capex Loan Agreement**”: has the meaning given in the Shareholders’ Agreement

“**Cessation Date**”: as defined in article 5.2.1

“**Companies Act**”: the Companies Act 2006

“**Controlling Interest**”: as defined in article 6.1.4

the “**Directors**”: the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors (and “**Director**” shall mean any one of such persons)

“**Disenfranchisement Notice**”: as defined in article 5.5.2

“**distribution recipient**”: has the meaning given in article 51;

“**Ei Buy-Out Option**”: has the meaning given in the Shareholders’ Agreement

“**Encumbrance**”: any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment,

hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above

**“Equity Proceeds”**: the aggregate amount equal to the product of the price payable per Equity Share on an Exit Event multiplied by all Equity Shares then in issue at the relevant time

**“Equity Shares”**: A Ordinary Shares and B Ordinary Shares

**“Exit Event”**: has the meaning given in the Shareholders’ Agreement

**“Fair Value”**: as defined in article 4.8

**“fully paid”**: in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company

**“Good Leaver”**: a Member who:

- (a) ceases to be employed by a Group Company as a result of death;
- (b) ceases to be employed by a Group Company as a result of mental or physical ill health is determined by a medical report from an independent medical specialist to (or would if he were a director) be unable to properly discharge his duties as director of the Company; or
- (c) is classified as a Good Leaver by the Board (acting reasonably)

**“Group Company”**: the Company and any other company which is for the time being a subsidiary undertaking of the Company (and **“Group”** shall be construed accordingly)

**“holder”**: in relation to Shares, the person whose name is entered in the register of members as the holder of the Shares

**“holding company”**: a holding company within the meaning of section 1159 Companies Act but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it

**“Independent Expert”**: as defined in article 4.7.2

**“Instrument”**: a document in hard copy form

**“Issue Price”**: the price per Share at which the relevant Shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) or acquired by any Leaver or any Associate of any Leaver and, in the event that any Leaver or any Associate of any Leaver acquires Shares at different Issue Prices, the Issue Price in relation to the relevant Shares shall be the average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price)

**“Leaver”**: as defined in article 5.2

**“Lock-in Period”**: has the meaning given in the Shareholders’ Agreement

**“Mandatory Transfer Notice”**: a Transfer Notice which a Member is required to give or is deemed to have given pursuant to article 5

**“Member”**: any holder for the time being of shares in the capital of the Company of whatever class



**“Permitted Transfer”**: a transfer or disposal permitted by article 4.5

**“Proceeds Schedule”**: the proceeds schedule setting out the Equity Proceeds and distribution allocation between the A Ordinary Shares and B Ordinary Shares, the form initialled by the Members as at the Adoption Date (as amended with A Shareholder Approval and B Shareholder Approval from time to time)

**“proxy notice”**: has the meaning given in article 66

**“Relevant Officer”**: any person who is or was at any time a director, secretary or other officer (except an auditor) of the Company or of any of its group undertakings

**“Sale Shares”**: as defined in article 4.4

**“Service Provider”** has the meaning given in the Shareholders’ Agreement

**“Shareholders’ Agreement”**: an agreement dated on or around the Adoption Date and made between (1) Enterprise Managed Investments Limited; (2) Ei Group plc; (3) the Company; and (4) the Managers (as defined therein)

**“Shareholder Loans”**: has the meaning given in the Shareholders’ Agreement

**“Shares”**: (unless the context does not so admit) shares in the capital of the Company (of whatever class)

**“subsidiary”**: a subsidiary within the meaning of section 1159 Companies Act but in addition as if that section provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate

**“subsidiary undertaking”**: a subsidiary undertaking within the meaning of section 1162 Companies Act but in addition as if that section provided that its members are deemed to include any other undertaking whose rights in relation to it are held by way of security by another person but are treated for the purposes of that section as held by that other undertaking

**“Transfer Notice”**: as defined in article 4.4

**“Transferor”**: as defined in article 4.4

**“Transmittee”**: a person entitled to a Share by reason of the death or Bankruptcy of a Member or otherwise by operation of law

**“UK Listing Authority”**: the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000

**“writing”**: the representation or reproduction of words, symbols or other information in a visible form by and method combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 References in these Articles to any statute or statutory provision include a reference to that statute or provision as amended, extended, re-enacted, consolidated or replaced from time to time and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.

1.4 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

## **PART A**

### **2. Liability of Members**

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

### **3. Share rights**

The rights attaching to the respective classes of Shares shall be as follows:

#### **3.1 As regards income:**

- 3.1.1 the Company may not distribute any profits in respect of any financial year unless and until all Shareholder Loans have been repaid in full; and
- 3.1.2 subject to article 3.1.1, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the A Ordinary Shares and the B Ordinary Shares *pari passu* (as if the same constituted one class of shares).

#### **3.2 As regards capital:**

- 3.2.1 on a return of assets on liquidation, reduction of capital or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied and be distributed amongst the holders of the A Ordinary Shares and the B Ordinary Shares *pari passu* (as if the same constituted one class of shares); and
- 3.2.2 on an Exit Event, the Equity Proceeds payable to Members in connection with any such Exit Event shall be applied in accordance with the provisions of the Proceeds Schedule.

#### **3.3 As regards voting:**

Subject to article 5.5.2, A Ordinary Shares and B Ordinary Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to vote on written resolutions and on a poll or written resolution to exercise one vote per Share.

#### **3.4 As regards appointment of Directors:**

- 3.4.1 the holders of not less than one half of the total number of A Ordinary Shares for the relevant time being in issue shall be entitled from time to time to appoint up to three persons as Directors of the Company and each other Group Company and to remove any such person from office.
- 3.4.2 the holders of not less than one half of the total number of B Ordinary Shares for the relevant time being in issue shall be entitled from time to time to appoint up to two persons as Directors of the Company and each other Group Company and to remove any such person from office.
- 3.4.3 any such appointment or removal as is referred to in articles 3.4.1 or 3.4.2 above shall be made by notice in writing to the Company and/or the relevant Group Company signed, in the case of an appointment or removal made pursuant to articles 3.4.1, by or on behalf of an A Shareholder Majority and, in the case of an appointment or removal made pursuant to article 3.4.2, by or on behalf of a B Shareholder Majority and served, in each case, upon the Company at its registered office (and article 71.2 shall not apply in respect of any notice served under this article 3.4).

- 3.4.4 notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to article 3.4.1 of this article may appoint such person as he thinks fit to be his alternate Director.
- 3.5 As regards quorums:
- 3.5.1 no meeting of Members shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) at least one holder of A Ordinary Shares and at least one holder of B Ordinary Shares.
- 3.5.2 no meeting of the Directors shall be quorate unless at least one A Shareholder Director (or a duly appointed alternate Director of such person) and at least one B Shareholder Director (or a duly appointed alternate Director of such person) is present at such meeting.
- 3.5.3 at any meeting of the Directors the A Shareholder Director(s) present at that meeting shall always have the majority of the votes capable of being cast.
- 4. Share transfers - general provisions**
- 4.1 Subject to the terms of the Shareholders' Agreement, the Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:
- 4.1.1 a Permitted Transfer; or
- 4.1.2 a transfer made in accordance with article 5, 6.2 or 6.4.
- 4.2 Subject as provided in article 46 in Part B of these Articles and article 4.3 or as required by law or the Shareholders' Agreement, the Directors shall register any such transfer as is referred to in article 4.1.1 or 4.1.2.
- 4.3 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles and entered into by each such Member in its capacity as a holder of Shares in the Company) or if a new Share is proposed to be allotted to a person who is not a Member, then the Directors shall:
- 4.3.1 require the transferee or proposed allottee (as the case may be) to enter into a written undertaking (in such form as the Directors may with A Shareholder Approval and B Shareholder Approval prescribe) to be bound (to the same extent as the transferor (in the case of a transfer) or to such other extent as the Directors may reasonably stipulate) by the provisions of such agreement; and
- 4.3.2 decline to register the transfer of, or to allot, such Share unless and until the transferee or proposed allottee has entered into such written undertaking.
- 4.4 Subject to article 4.5, no Member shall be entitled to transfer any of its/his Shares without the prior written consent of (in the case of a proposed transfer by a B Ordinary Share holder) an A Shareholder Majority or (in the case of a proposed transfer by an A Ordinary Share holder) a B Shareholder Majority. Subject to and without prejudice to the foregoing, except in the case of a Permitted Transfer, and subject to the provisions of the Shareholders' Agreement, before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same ("**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company specifying the Shares, interest and/or rights of which the Transferor wishes to dispose (the "**Sale Shares**").

- 4.5 Subject to articles 4.3, 4.6 and 4.5 a Member shall be permitted to transfer the legal title to and/or beneficial ownership of a Share (without requirement for consent under article 4.4):
- 4.5.1 to an Associate of any Member (subject to the provisions of article 5.4);
  - 4.5.2 if the A Ordinary Shareholder is a company and the transfer is made to any of its subsidiaries, holding companies or subsidiaries of such holding companies;
  - 4.5.3 to a Buyer pursuant to the provisions of article 6 (including, without limitation, articles 6.2 and 6.4) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or will duly acquire a Controlling Interest and the provisions of article 6 have been complied with; or
  - 4.5.4 when the relevant transfer is made in accordance with the terms of the Shareholders' Agreement;
- (each, a **"Permitted Transfer"**).
- 4.6 No such Permitted Transfer as is referred to in article 4.4 or 4.5 may be made in respect of or in relation to any Share which for the relevant time being is the subject of any Transfer Notice or Mandatory Transfer Notice.
- 4.7 In the case of a Mandatory Transfer Notice or a Transfer Notice then, subject always to article 5.2 and consent having been obtained in accordance with article 4.4:
- 4.7.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors with A Shareholder Approval may, prior to the expiry of such period of 30 days, determine to allow for this purpose), the Transferor and the Directors shall have agreed a price per Share as representing the Fair Value of the Sale Shares or as being acceptable to the Transferor then such price shall be deemed to be the Fair Value; or
  - 4.7.2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Transferor and the Directors shall jointly select and instruct an independent expert (an **"Independent Expert"**) to determine and report to the Directors the sum per Share considered by them to be the Fair Value of the Sale Shares and (subject always to article 5.2) the sum per Share so determined and reported shall be the Fair Value.
  - 4.7.3 if the Transferor and the Directors cannot agree on the identity of the Independent Expert within 15 days of the date referred to in article 4.7.2, either party may refer the matter to the President of the Institute of Chartered Accountants of England and Wales, whose decision as to the identity of the Independent Expert shall be binding on the Company and all Members and the Independent Expert shall be appointed accordingly.
- 4.8 For the purposes of article 4.7, the Independent Expert shall act as an expert and not as arbitrator and (save only for manifest error) its determination shall be final and binding upon the Company and all Members. The costs and expenses of the Independent Expert in relation to the making of their determination shall be borne as determined by the Independent Expert. For the purposes of article 4.7, this article and the Shareholders' Agreement, the **"Fair Value"** of Sale Shares (or any debt receivable as referred to in the Shareholders' Agreement) shall be the market value thereof as at the date when the relevant Transfer Notice, Mandatory Transfer Notice or other notice was given as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the Independent Expert shall be instructed accordingly). For the

avoidance of doubt, Fair Value shall take into account the repayment of all Shareholder Loans then outstanding.

## **5. Share transfers - further provisions**

- 5.1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under article 4.4 or 4.5, such person and any Associate of such person who is a Member shall, unless and to the extent (if any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the holder.
- 5.2 If at any time any B Director ceases to be such a director of the Company and such person (and/or any Associate(s) of such person) is the holder of any Shares, then the Shares held by such person (the **"Leaver"**), his Associate(s) and any Shares held by any other B Shareholder (and their Associates) shall be subject to the following:
- 5.2.1 the date on which the Leaver ceases to be a Director of the Company shall be the **"Cessation Date"** for the purposes of these Articles;
  - 5.2.2 during the period of 12 months following the Cessation Date an A Shareholder Majority shall, by written notice to the relevant Leaver, be entitled to require that, and, if so required, there shall be a Transfer Notice (a **"Mandatory Transfer Notice"**) in respect of all Shares then owned and/or held by the Leaver and any Associate of the Leaver;
  - 5.2.3 if the Leaver is a Good Leaver, the price payable for all the Shares subject to the Mandatory Transfer Notice shall be Fair Value (as agreed and determined in accordance with articles 4.7 and 4.8);
  - 5.2.4 (unless and to the extent that an Board (acting reasonably) determines that a higher price shall apply) if the Leaver is a Bad Leaver, the price payable for all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;
  - 5.2.5 if at any time a former B Director of the Company shall, after ceasing to be such a director, acquire (or any Associate of his shall acquire on his behalf) any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of article 5.2.1 above shall apply as if reference in article 5.2.1 to "Cessation Date" were reference to the date on which he acquired such Shares.
- 5.3 If a Leaver is required to transfer their Shares pursuant to a Mandatory Transfer Notice, such Shares shall be offered (in writing) for sale to other existing Shareholders or such other persons as the A Directors may direct.
- 5.4 If an entity in whose favour a Permitted Transfer was made pursuant to article 4.5.1 ceases to be an Associate of the Member by whom such transfer was made (the **"Original Member"**) then, within seven days of such cessation, it shall (or the Original Member shall procure that it shall) transfer the Shares back to the Original Member.
- 5.5 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of article 4 or this article 5, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any person who was, is or may be

an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice (or on such future date as may be specified therein) be deemed to have been given by the holders of those Shares and/or their Associates in respect of all or any of such Shares. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled:

- 5.5.1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing to the holder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory Transfer Notice shall be deemed to have been given in respect of all the relevant Shares); and/or
  - 5.5.2 to give to the holder(s) of the Shares in question a notice (“**a Disenfranchisement Notice**”) stating that such Shares shall as from the date of such notice no longer confer any right to vote on any written resolution of the Company or of any class of Share, or attend, speak or vote at any general or class meeting of the Company, or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.
- 5.6 A B Shareholder Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not (unless the prior written consent of the A Shareholder Director(s) is obtained) be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of article 4 or this article 5 to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested.
- 5.7 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Member, such Member shall, upon demand by the Company, deliver up to and lodge with the Company, the share certificate(s) in respect of the relevant Shares or procure that the holder of such share certificate(s) do the same.

## **6. Transfer of a Controlling Interest**

### **6.1 For the purposes of this article:**

- 6.1.1 the expression “**Buyer**” means any person (excluding an existing Member or his Associates) and any Associate of any such person shall be deemed to be such person;
- 6.1.2 the expression “**acquire**” means to be or become the legal and/or beneficial owner of Shares (or the right to exercise the votes attaching to Shares), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not;
- 6.1.3 the expression “**Associate**” means:
  - (a) the husband, wife, common law spouse, civil partner or child (including adopted or step child) of the relevant person;

- (b) the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary;
  - (c) any nominee or bare trustee for the relevant person or any other Associate of the relevant person;
  - (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
  - (e) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 Corporation Tax Act 2010; and
  - (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current);
- 6.1.4 the expression **“a Controlling Interest”** means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 25 per cent or more of the total voting rights conferred by all the Shares in the capital of the Company for the relevant time being in issue and conferring the right to vote at all general meetings;
- 6.1.5 the expression **“an Offer”** means a bona fide cash offer in writing on arm’s length terms which is made by a Buyer and communicated to any one or more of the Shareholders to acquire a Controlling Interest in the Company;
- 6.2 If upon the expiry of the Lock-in Period and provided that the Ei Buy-Out Option has been exercised and completed in accordance with the terms of the Shareholders’ Agreement, and if in respect of an Offer the holders of not less than 25 per cent of all the issued Shares then in issue (the **“Accepting Shareholders”**) have indicated that they wish to accept that Offer, then the Accepting Shareholders shall be entitled to give written notice to the remaining holders of the Shares (the **“Other Shareholders”**) and the Company of their wish to accept the Offer and the Other Shareholders shall thereupon:
- 6.2.1 become bound to accept the Offer in respect of all Shares held by him; and
  - 6.2.2 become obliged to transfer or procure the transfer of such Shares to the Buyer free from all Encumbrances and to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same on the date specified by the Accepting Shareholders.
- 6.3 Each such Offer as is referred to in article 6.2 must, in respect of each class of the Company’s share capital, but subject always to articles 6.6 and 6.7 and the Proceeds Schedule, be at not less than the highest price paid or agreed to be paid by the Buyer (or its Associates) for Shares of the Accepting Shareholders during the period when the Offer remains open for acceptance or within 12 months prior to acceptance of the Offer.
- 6.4 If any such non-accepting Member as is referred to in article 6.2 shall not, within 14 days of becoming required to do so, deliver to the Buyer duly executed transfers in respect of the Shares held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such transfer(s) to the Buyer (or its agents) and cause the Buyer (or its

nominees) to be registered as the holder(s) of such Shares. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this article.

- 6.5 In calculating the price at which an Offer is required to be made for the purposes of this article there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Member or former Member (or any Associate of such member or former Member) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question.
- 6.6 In calculating the price at which an Offer is required to be made for the purposes of this article 6, the provisions of the Proceeds Schedule shall apply.
- 6.7 Where the circumstances described in clause 19.8 of the Shareholders' Agreement are relevant to an Offer or the acquisition of the Controlling Interest then in calculating the price of which an Offer is required to be made for the purposes of this article 6 the provisions of clause 19.8 of the Shareholders' Agreement shall apply.
- 6.8 Each Offer shall be conditional on the parties to the Shareholders' Agreement complying with their obligations under clause 5.8 of the Shareholders' Agreement.

## **7. Subsidiaries**

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained.



## **PART B**

### ***Directors' Powers and Responsibilities***

#### **8. Directors' general authority**

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

#### **9. Members' reserve power**

9.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **10. Directors may delegate**

10.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

10.1.1 to such person or committee;

10.1.2 by such means (including by power of attorney);

10.1.3 to such an extent;

10.1.4 in relation to such matters or territories; and

10.1.5 on such terms and conditions

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.

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

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

#### **11. Committees**

11.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

11.2 A member of a committee need not be a Director.

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

## ***Decision-Making by Directors***

### **12. Directors to take decisions collectively**

12.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 13.

12.2 If:

12.2.1 the Company only has one Director, and

12.2.2 no provision of these Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

### **13. Unanimous decisions**

13.1 A unanimous 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.

13.2 Such a decision may take the form of a resolution in writing signed by each eligible Director (whether or not each signs the same document) or to which each eligible Director has otherwise indicated agreement in writing.

13.3 References in these Articles to **"eligible Directors"** are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of that particular matter).

13.4 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.

### **14. Calling a Directors' meeting**

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

14.2 Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place and, if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.3 Notice of a Directors' meeting need not be in writing and must be given to each Director provided that, if that Director is for the time being absent from the United Kingdom, he has given the Company his address for sending or receiving documents or information outside the United Kingdom.

14.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **15. Participation in Directors' meetings**

15.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with these Articles, and they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **16. Maximum Number of Directors and Quorum for Directors' meetings**

16.1 The maximum number of Directors shall be five, unless otherwise agreed by A Shareholder Approval and B Shareholder Approval.

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

16.3 Subject to the provisions of Part A of these Articles, the quorum for Directors' meetings is three provided that:

16.3.1 if and so long as there is only one Director the quorum shall be one; and

16.3.2 for the purposes of any meeting held pursuant to Article 19 to authorise a Director's conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one.

16.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further directors, or to call a general meeting so as to enable the Members to appoint further Directors.

#### **17. Chairing of Directors' meetings**

17.1 The Directors shall appoint a Director to chair their meetings.

17.2 The person so appointed for the time being is known as the chairman.

17.3 If no Director has been appointed chairman, or the chairman is unwilling to chair the meeting or is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

#### **18. Casting vote**

18.1 The chairman or other Director chairing the meeting shall not have a casting vote.

#### **19. Directors' interests and conflicts**

19.1 Subject to the provisions of the Companies Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this article, he would or might be in breach of his duty under the Companies Act to avoid conflicts of interest:

19.1.1 be a party to, or otherwise interested in, any proposed or actual transaction or arrangement with the Company or in which the Company is otherwise interested;

19.1.2 be a director or other officer of, or employed by, or a party to any proposed or actual transaction or arrangement with, or hold Shares or other securities in or be otherwise interested in, any Group Company, or any undertaking promoted by any Group Company or in which any Group Company is otherwise interested;

19.1.3 if he is an A Shareholder Director, be a director or other officer of, or employed by, or party to any transaction or arrangement with, or otherwise interested in, an A

Shareholder or any undertaking in the same group as an A Shareholder, or any undertaking in which an A Shareholder or an undertaking in the same group as an A Shareholder is interested; or

- 19.1.4 if he is a B Shareholder Director, be a director or other officer of, or employed by, or party to any transaction or arrangement with, or otherwise interested in, the Service Provider (as defined in the Shareholders' Agreement) or any undertaking in the same group as the Service Provider, or any undertaking in which the Service Provider or an undertaking in the same group as the Service Provider is otherwise interested.
- 19.2 No Director shall:
  - 19.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 19.1 (and no such benefit shall constitute a breach of the duty under the Companies Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);
  - 19.2.2 be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from participation in discussion (whether at meetings of the Directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 19.1;
  - 19.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 19.1.1, 19.1.2 or 19.1.4 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection;
  - 19.2.4 if he is an A Shareholder Director, be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information (or, if he is engaged in advising the relevant A Shareholder as to investment decisions, information of a sensitive nature) obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 19.1.3, or through his dealings with the relevant A Shareholder, if his doing so would result in a breach of a duty or an obligation of confidence owed by him or by the A Shareholder in that connection or in relation to those dealings; or
  - 19.2.5 if he is an A Shareholder Director, be in breach of his duties as a Director by reason only of his passing information belonging to the Company or relating to its business or affairs to the relevant A Shareholder.
- 19.3 A general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 19.4 The Directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a Director breaching his duty under the Companies Act to avoid conflicts of interest, and any Director (including the Director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that:
  - 19.4.1 such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors

under the provisions of these Articles, except that the Director concerned and any other Director with a similar interest:

- (a) shall not count towards the quorum at the meeting at which the conflict is considered (nor be an eligible director for the purpose of article 16);
- (b) may, if the other Directors so decide, be excluded from any meeting of the Directors while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if he does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and

19.4.2 where the Directors give authority in relation to such a conflict:

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned and any other Director with a similar interest as they may determine, including, without limitation, the exclusion of that Director and any other Director with a similar interest from the receipt of information, or participation in discussion or decision-making (whether at meetings of the Directors or otherwise) related to the conflict;
- (b) the Director concerned and any other Director with a similar interest will be obliged to conduct himself in accordance with any terms imposed by the Directors from time to time in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so;
- (c) the authority may provide that, where the Director concerned and any other Director with a similar interest obtains information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the Director concerned or any other Director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict;
- (e) the receipt by the Director concerned or any other Director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded);
- (g) the Directors may withdraw such authority at any time; and

19.4.3 in the circumstances of an authorisation of a B Director, the A Shareholder Director(s) shall have voted in favour of such authorisation on the same terms.

19.5 Except to the extent that article 5.6, article 19.4, or the terms of any authority given under that article 19.4, may otherwise provide, and without prejudice to his obligation of disclosure in accordance with the Companies Act, a Director (including an alternate Director) shall be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of the Directors or a committee of the Directors (or be an eligible director for the purposes of article 13) on any resolution concerning a matter in which he has directly or

indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

**20. Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

**21. Directors' discretion to make further rules**

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

***Appointment of Directors***

**22. Methods of appointing and removing directors**

22.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director in accordance with article 3.4 provided that if the number of Directors for the time being is less than the quorum required and appointments are not made in accordance with article 3.4 a Director may be appointed:

22.1.1 by ordinary resolution; or

22.1.2 by a decision of the Directors.

22.2 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the Transmittée of the last Member to have died or to have a Bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a Director.

22.3 For the purposes of article 22.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

**23. Termination of Director's appointment**

23.1 A person ceases to be a Director as soon as:

23.1.1 that person ceases to be a director by virtue of any provision of the Companies Act or is prohibited from being a director by law;

23.1.2 a Bankruptcy order is made against that person;

23.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

23.1.4 he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder or physical incapacity of discharging his duties as a director;

23.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or

23.1.6 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

- 23.1.7 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated; or
- 23.1.8 all the other Directors unanimously agree that his office be vacated; or
- 23.1.9 he is otherwise duly removed from office.

## **24. Directors' remuneration**

- 24.1 Directors may undertake any services for the Company that the Directors decide.
- 24.2 Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors, and for any other service which they undertake for the Company.
- 24.3 Subject to these Articles, a Director's remuneration may take any form, and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

## **25. Directors' expenses**

- 25.1 The Company may pay any reasonable expenses which the Directors (and the alternate directors and the company secretary) properly incur in connection with their attendance at meetings of Directors or committees of Directors, general meetings, or separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

### ***Alternate Directors***

## **26. Appointment and removal of alternate directors**

- 26.1 Any Director may appoint as an alternate any other Director or, with A Shareholder Approval, any other person to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 26.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the Company signed by his appointor, or in any other manner approved by the Directors.

## **27. Rights and responsibilities of alternate directors**

- 27.1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 27.2 Except as these Articles specify otherwise, alternate directors:
  - 27.2.1 are deemed for all purposes to be Directors;
  - 27.2.2 are liable for their own acts and omissions;
  - 27.2.3 are subject to the same restrictions as their appointors; and
  - 27.2.4 are not deemed to be agents of or for their appointors

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

- 27.3 A person who is an alternate director but not a Director:
- 27.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 27.3.2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate); and
  - 27.3.3 shall not be counted as more than one Director for the purposes of articles 27.3.1 and 27.3.2.
- 27.4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 27.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

## **28. Termination of alternate directorship**

An alternate director's appointment as an alternate terminates:

- 28.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 28.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- 28.1.3 on the death of the alternate's appointor;
- 28.1.4 when the alternate's appointor's appointment as a Director terminates; or
- 28.1.5 when the alternate is removed in accordance with these Articles.

## ***Shares***

### **29. Powers to issue different classes of Share**

- 29.1 Subject to these Articles and the Shareholders' Agreement, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 29.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.



**30. Payment of commissions on subscription for Shares**

30.1 The Company may pay any person a commission in consideration for that person:

30.1.1 subscribing, or agreeing to subscribe, for Shares; or

30.1.2 procuring, or agreeing to procure, subscription for Shares.

30.2 Any such commission may be paid:

30.2.1 in cash, or in a fully paid or partly paid Shares or other securities, or partly in one way and partly in the other; and

30.2.2 in respect of a conditional or an absolute subscription.

**31. Company not bound by less than absolute interests**

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

**32. Fractional entitlements**

32.1 Where there has been a consolidation or division of shares and, as a result, Members are entitled to fractions of Shares, the Directors may:

32.1.1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable;

32.1.2 authorise any person to execute an Instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and

32.1.3 distribute the net proceeds of sale in due proportion among the holders of the Shares in accordance with the Proceeds Schedule as if an Exit Event applied.

32.2 Where any holder's entitlement to a portion of the proceeds of sale under article 32.1 amounts to less than a minimum figure determined by the Directors, that Member's portion may be retained for the benefit of the Company.

32.3 The person to whom the Shares are transferred pursuant to article 32.1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

***Lien and Forfeiture***

**33. Company's lien over Shares**

33.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys due and payable in respect of that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article.

33.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or Bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 5 shall apply to any sale of

Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 clear days as is above referred to).

33.3 The Company's lien over a Share:

33.3.1 takes priority over any third party's interest in that Share; and

33.3.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

33.4 Where Shares are sold under this Article, the Directors may authorise any person to execute an Instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser and the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

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

33.5.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and

33.5.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable (whether immediately or at some time in the future) after the date of the lien enforcement notice.

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

33.6.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

33.6.2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

**34. Call notices**

34.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a **"call notice"**) to a Member requiring the Member to pay the Company a specified sum of money (a **"call"**) which is payable in respect of his Shares at the date when the Directors decide to send the call notice.

34.2 A call notice:

34.2.1 may not require a Member to pay a call which exceeds the total sum unpaid on the Shares (whether as to nominal value or any amount payable to the company by way of premium);

34.2.2 must state when and how any call to which it relates is to be paid; and

34.2.3 may permit or require the call to be made in instalments.

34.3 A Member must comply with the requirements of a call notice, but no Member is obliged to pay any call before 14 clear days have passed since the notice was sent.

34.4 Before the Company has received any call due under a call notice, the Directors may revoke it wholly or in part or specify a later time for payment than is specified in the notice, in each case by a further notice in writing to the Member in respect of whose Shares the call is made.

### **35. Liability to pay calls**

35.1 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

35.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.

35.3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them to pay calls which are not the same or to pay calls at different times.

### **36. When call notice need not be issued**

36.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share on allotment, on the occurrence of a particular event, or on a date fixed by or in accordance with the terms of issue.

36.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

### **37. Failure to comply with call notice: automatic consequences**

37.1 If a person is liable to pay a call and fails to do so by the call payment date the Directors may issue a notice of intended forfeiture to that person, and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

37.2 For the purposes of this article:

37.2.1 the “**call payment date**” is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case it is that later date; and

37.2.2 the “**relevant rate**” is

- (a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Directors; or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

37.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

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

### **38. Notice of intended forfeiture**

A notice of intended forfeiture:

- 38.1.1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
- 38.1.2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a Transmittree of that holder;
- 38.1.3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice;
- 38.1.4 must state how the payment is to be made; and
- 38.1.5 must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

### **39. Directors' power to forfeit Shares**

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

### **40. Effect of forfeiture**

- 40.1 Subject to these Articles, the forfeiture of a Share extinguishes all interests in that Share, and all claims and demands against the Company in respect of it, and all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 40.2 Any Share which is forfeited in accordance with these Articles:
  - 40.2.1 is deemed to have been forfeited when the Directors decide that it is forfeited;
  - 40.2.2 is deemed to be the property of the Company; and
  - 40.2.3 may be sold, re-allotted or otherwise disposed of and the provisions of article 5 shall apply in relation to any proposed transfer of a Share pursuant to this article 40.2 (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose).
- 40.3 If a person's Shares have been forfeited:
  - 40.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;
  - 40.3.2 that person ceases to be a Member in respect of those Shares;
  - 40.3.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
  - 40.3.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

- 40.3.5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 40.4 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit.
- 41. Procedure following forfeiture**
  - 41.1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the *consideration for the transfer and the Directors may authorise any person to execute the Instrument of transfer.*
  - 41.2 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
    - 41.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
    - 41.2.2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.
  - 41.3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
  - 41.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to *receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which was, or would have become, payable and had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.*
- 42. Surrender of Shares**
  - 42.1 A Member may surrender any Share:
    - 42.1.1 in respect of which the Directors may issue a notice of intended forfeiture;
    - 42.1.2 which the Directors may forfeit; or
    - 42.1.3 which has been forfeited.
  - 42.2 The Directors may accept the surrender of any such Share.
  - 42.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.
  - 42.4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

#### **43. Share certificates**

- 43.1 The Company must issue each Member, free of charge, with one or more certificates in respect of the Shares which that Member holds.
- 43.2 Every certificate must specify:
  - 43.2.1 in respect of how many Shares, of what class, it is issued;
  - 43.2.2 the nominal value of those Shares;
  - 43.2.3 the amount (if any) paid up on them; and
  - 43.2.4 any distinguishing numbers assigned to them.
- 43.3 No certificate may be issued in respect of Shares of more than one class.
- 43.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 43.5 Certificates must:
  - 43.5.1 have affixed to them the Company's common seal; or
  - 43.5.2 be otherwise executed in accordance with the Companies Act.
- 43.6 The Directors may determine, either generally or in relation to any particular case, that any signature on any certificate need not be autographic but may be applied by some mechanical or other means, or printed on the certificate, or that certificates need not be signed.

#### **44. Replacement share certificates**

- 44.1 If a certificate issued in respect of a Member's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Member is entitled to be issued with a replacement certificate in respect of the same Shares.
- 44.2 A Member exercising the right to be issued with such a replacement certificate:
  - 44.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - 44.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
  - 44.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

#### **45. Share transfers**

- 45.1 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, if the Shares are not fully paid, the transferee.
- 45.2 No fee may be charged for registering any Instrument of transfer or other document relating to or affecting the title to any Share.
- 45.3 The Company may retain any Instrument of transfer which is registered.

- 45.4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 45.5 The Directors may refuse to register the transfer of any Share:
- 45.5.1 which is not fully paid, to a person of whom they do not approve;
  - 45.5.2 on which the Company has a lien;
  - 45.5.3 unless:
    - (a) it is lodged at its registered office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
    - (b) it is in respect of only one class of Shares; and
    - (c) it is in favour of not more than four transferees;
    - (d) to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.
- 45.6 If the Directors refuse to register the transfer of a Share they shall within two months after the date on which the transfer was lodged send the transferee the notice of refusal together with their reasons for refusal and, unless they suspect that the proposed transfer may be fraudulent the Instrument of Transfer.

#### **46. Transmission of Shares**

- 46.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share. Nothing in these articles releases the estate of a deceased Member from any liability in respect of a Share solely or jointly held by that Member.
- 46.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:
- 46.2.1 may, subject to these Articles, choose either to become the holder of those Shares or to have them transferred to another person, and
  - 46.2.2 subject to these Articles as aforesaid and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 46.3 But Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares.

#### **47. Exercise of Transmitttees' rights**

- 47.1 Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 47.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an Instrument of transfer in respect of it.

- 47.3 Any notice or transfer given or executed under this article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred, and so that the notice or transfer is treated in the same way under these Articles as a transfer executed by that person.
- 47.4 The Directors may at any time give notice to the Transmitttee requiring him to elect either to become a holder of the Shares or to transfer the Shares to another person, and if the notice is not complied with within 60 days from the date of the notice, the Directors may withhold payment of all dividends and other monies payable in respect of the Shares until he complies with the notice.

**48. Transmitttees bound by prior notices**

If a notice is given to a Member in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Member before the Transmitttee's name has been entered in the Register of Members.

***Dividends and Other Distributions***

**49. Procedure for declaring dividends**

- 49.1 Subject to these Articles (including without limitation, article 3.1) and the Shareholders' Agreement, the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 49.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors and any dividends declared in respect of one class of Share must also be declared in respect of any other class of Share to which dividend rights attach.
- 49.3 No dividend may be declared or paid unless it is in accordance with Members' respective rights.
- 49.4 Except as the terms on which Shares are issued specify otherwise, all dividends must be paid by reference to each Member's holding of Shares on the date of the resolution or decision to declare or pay it.
- 49.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 49.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 49.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

**50. Calculation of dividends**

- 50.1 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be declared and paid according to the amounts paid up on the Shares on which the dividend is paid and apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.
- 50.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.



- 50.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount.

## **51. Payment of dividends and other distributions**

- 51.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 51.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide;
  - 51.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 51.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide; or
  - 51.1.4 any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 51.2 Dividends may be paid in such manner as the Directors decide and may be declared or paid in any currency. The Directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on his Shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear the costs involved.
- 51.3 In these Articles, **"the distribution recipient"** means, in respect of a Share in respect of which a dividend or other sum is payable:
- 51.3.1 the holder of the Share; or
  - 51.3.2 if the Share has two or more joint holders, whichever of them is named first in the register of members; or
  - 51.3.3 if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

## **52. Deductions from distributions in respect of sums owed to the Company**

- 52.1 If:
- 52.1.1 a Share is subject to the Company's lien; and
  - 52.1.2 the Directors are entitled to issue a lien enforcement notice in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice.
- 52.2 Money so deducted must be used to pay any of the sums payable in respect of that Share.

52.3 The Company must notify the distribution recipient in writing of:

52.3.1 the fact and amount of any such deduction;

52.3.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

52.3.3 how the money deducted has been applied.

**53. No interest on distributions**

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

**54. Unclaimed distributions**

54.1 All dividends or other sums which are payable in respect of Shares and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

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

54.3 If 12 years have passed from the date on which a dividend or other sum became due for payment, and the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

**55. Non-cash distributions**

55.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

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

55.2.1 fixing the value of any assets;

55.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

55.2.3 vesting any assets in trustees.

**56. Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

56.1.1 the Share has more than one holder, or

56.1.2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

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

### ***Capitalisation of Profits***

#### **57. Authority to capitalise and appropriation of capitalised sums**

57.1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution:

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

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

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

57.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

57.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

57.4.1 in or towards paying up any amounts unpaid on existing Shares held by the persons entitled; or

57.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

57.5 Subject to these Articles, the Directors may:

57.5.1 apply capitalised sums in accordance with Articles 57.3 and 57.4 partly in one way and partly in another;

57.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

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

### ***Organisation of General Meetings***

#### **58. Attendance and speaking at general meetings**

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

58.2 A person is able to exercise the right to vote at a general meeting when:

58.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

- 58.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 58.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 58.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 58.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 59. Quorum for general meetings**
- 59.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 59.2 Subject to article 3.5.1 of Part A, any two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation that is a Member shall be a quorum at a general meeting.
- 60. Chairing general meetings**
- 60.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 60.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present, or (if no Directors are present) the meeting, must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 60.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".
- 61. Attendance and speaking by Directors and non-members**
- 61.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 61.2 The chairman of the meeting may permit other persons who are not Members, or otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.
- 62. Adjournment**
- 62.1 Subject to any provision to the contrary contained in Part A of these Articles, if the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairman of the meeting must adjourn it. Subject to any provision to the contrary contained in Part A as aforesaid, if at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

- 62.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 62.2.1 the meeting consents to an adjournment, or
  - 62.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 62.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 62.4 Subject to any applicable provisions of Part A of these Articles with regard to the timing and location of any adjourned meeting and any requirement for A Shareholder Approval, when adjourning a general meeting, the chairman of the meeting must:
- 62.4.1 *either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and*
  - 62.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 62.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:
- 62.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 62.5.2 containing the same information which such notice is required to contain.
- 62.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### ***Voting at General Meetings***

#### **63. Voting: general**

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

#### **64. Errors and disputes**

- 64.1 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.
- 64.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

#### **65. Poll votes**

- 65.1 A poll on a resolution may be demanded:
- 65.1.1 in advance of the general meeting where it is to be put to the vote, or
  - 65.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

65.2 A poll on a resolution may be demanded by any qualifying person (as defined in section 318 of the Companies Act) present and entitled to vote on the resolution.

65.3 A demand for a poll may be withdrawn if:

65.3.1 the poll has not yet been taken, and

65.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

65.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **66. Content of proxy notices**

66.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

66.1.1 states the name and address of the Member appointing the proxy;

66.1.2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;

66.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

66.1.4 is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

66.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

66.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

66.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

66.4.1 has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it, or

66.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution

the proxy is entitled to one vote for and one vote against the resolution.

- 66.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 66.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 66.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**67. Delivery of proxy notices**

- 67.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 67.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 67.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 67.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

**68. Amendments to resolutions**

- 68.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 68.1.1 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
  - 68.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 68.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 68.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 68.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 68.3 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.

**69. No voting of Shares on which money owed to Company**

- 69.1 No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, or in relation to any written resolution of the Company unless all amounts payable to the Company in respect of that Share have been paid.

### ***Application of Rules to Class Meetings***

#### **70. Class meetings**

- 70.1 The provisions of these Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares.

#### **71. Means of communication to be used**

- 71.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 71.2 Except insofar as the Companies Act requires otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 71.3 In the case of joint holders of a Share, except insofar as these Articles otherwise provide, all notices, documents or other information shall be given to the joint holder whose name stands first in the register of Members in respect of the joint holding and shall be deemed to have been given to all the joint holders. For all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any one of such joint holders shall be deemed to be and shall be accepted as execution by all the joint holders.
- 71.4 In the case of a Member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of these Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 71.5 A Member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such Member shall be entitled to receive any notice, document or other information from the Company. If the address is that Member's address for sending or receiving documents or information by electronic means the Directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 71.6 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 71.7 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.



**72. When information deemed to have been received**

72.1 Any document or information sent or supplied by the Company or a Member shall be deemed to have been received by the intended recipient:

72.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

72.1.2 where (without prejudice to article 71.5) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

72.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;

72.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;

72.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

**73. Company seals**

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

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

73.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

73.4 For the purposes of this article, an authorised person is:

73.4.1 any Director of the Company;

73.4.2 the company secretary (if any); or

73.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

**74. No right to inspect accounts and other records**

74.1 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company or pursuant to the provisions of the Shareholders' Agreement, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

**75. Provision for employees on cessation of business**

- 75.1 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.

**76. Secretary**

- 76.1 Subject to the Companies Act, the Directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the Directors. The Directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

***Directors' Indemnity and Insurance***

**77. Indemnity**

Subject to Article 77.2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled):

- 77.1.1 a Relevant Officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against:

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

- 77.1.2 the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its group undertakings, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable a director to avoid incurring such expenditure.

- 77.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.

**78. Insurance**

- 78.1 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.

In this article, a “**relevant loss**” means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer's duties or powers in relation to the Company, any of its group undertakings or any pension fund or employees' share scheme of the Company or of any of its group undertakings.