

Company Number: 11227541

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
GO-DEVELOP (QUARRY ROAD) LIMITED
(the "Company")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "Resolution"). The Resolution is first circulated to the sole member of the Company at 2 ~~am~~/pm on 26 October 2018 (the "Circulation Date").

SPECIAL RESOLUTION

Adoption of new articles

That the articles of association, a copy of which is attached to this Resolution, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, its existing articles of association

Agreement

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

The undersigned, being the sole person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution.

Signed by
for and on behalf of
Go-Develop (Warwick) Limited

Date 26 October 2018

WE HEREBY CERTIFY THIS TO BE
TRUE COPY OF THE ORIGINAL

Field Seymour Parkes
Field Seymour Parkes LLP
Date 14/11/2018

THURSDAY



A23 *A7IRIR8J* #205
15/11/2018
COMPANIES HOUSE

Company number: 11227541

WE HEREBY CERTIFY THIS TO BE
TRUE COPY OF THE ORIGINAL

Field Seymour Parkes

Field Seymour Parkes LLP

Date: 14/11/2018

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

**ARTICLES OF ASSOCIATION
GO-DEVELOP (QUARRY ROAD) LIMITED**

(adopted by the Company on 26 October 2018)

1 London Street
Reading
RG1 4PN
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 **Field|Seymour|Parkes**
Solicitors

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1 DEFINITIONS AND INTERPRETATION

1.1 The relevant model articles (within the meaning of section 20(2) of the Act) shall not apply to the Company and are excluded in their entirety.

1.2 In these Articles, unless the context requires, the following words and expressions shall have the following meaning:

"Act"	the Companies Act 2006 as amended, modified or re-enacted from time to time (subject always to Article 1.3);
"Appointor"	has the meaning given in Article 8.1;
"Articles"	these articles of association;
"Bankruptcy"	an adjudication of bankruptcy by a court in England and Wales or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"Business Day"	any day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London;
"Capitalised Amount"	has the meaning given in Article 12.1.2;
"Chairman"	has the meaning given in Article 4.6.1;
"Chairman of the Meeting"	has the meaning given in Article 13.4;
"Clear Business Days"	in relation to a period of notice, a period of the specified length excluding the day on which notice is given and the day for which it is given or on which it is to take effect;
"Companies Acts"	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
"Company Secretary"	the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary, if any;
"Controlling Interest"	an interest in shares giving the holder(s) control of the relevant body corporate within the meaning of section 1124 Corporation Tax Act 2010 and "Control" shall be interpreted accordingly;
"Director"	a director of the Company, and includes any person occupying the position of director, by whatever name called;
"Distribution Recipient"	has the meaning given in Article 11.2.2;
"Eligible Director"	means:

	<p>(a) in relation to a matter proposed at a Directors' meeting, a Director who is entitled to vote and to have that vote counted in relation to that particular matter at the meeting; or</p> <p>(b) in relation to a decision of the Directors taken in accordance with Article 4.2, a Director who would have been entitled to vote and to have that vote counted had the matter in question been proposed at a Directors' meeting;</p>
"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;
"Fund Manager"	a person whose principal business is to make, manage or advise upon investments in securities;
"Group Company"	each of the Company, its ultimate Parent Undertaking and each Subsidiary Undertaking for the time being of the Company and of such ultimate Parent Undertaking;
"Ordinary Resolution"	an ordinary resolution of the Shareholders within the meaning of section 282 of the Act;
"paid"	paid or credited as paid;
"Parent Shareholder"	a person who is registered in the register of members of the Company's Parent Undertaking as the holder of a share in the Company's Parent Undertaking;
"Parent Undertaking"	has the meaning given to parent undertaking in section 1162 of Act;
"Persons Entitled"	has the meaning given in Article 12.1.2;
"Proxy Notice"	has the meaning given in Article 15.1;
"Qualifying Person"	has the meaning given in Article 13.3;
"Relevant Interest"	has the meaning given in Article 5.2.5;
"Relevant Loss"	any loss or liability which has been made or incurred by the Relevant Officer in connection with the Relevant Officer's duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company;
"Relevant Officer"	any Director or other officer or former Director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)), but excluding in each case any person engaged by the Company (or a Group Company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor;

“Shareholder Director”	any Director who is also a director of the Company's Parent Undertaking and has been appointed by a shareholder of the Company's Parent Undertaking;
“Shareholder”	a person who is registered in the Company's register of members as the holder of a Share;
“Shares”	shares in the Company;
“Situational Conflict”	in relation to a Director, any situation which may or will give rise to a direct or indirect conflict between the interests of that Director and the interests of the Company (including a conflict which would arise by a virtue of his appointment as a Director);
“Special Resolution”	a special resolution of the Shareholders within the meaning of section 283 of the Act;
“Subsidiary Undertaking”	has the meaning given to subsidiary undertaking in section 1162 of Act.

1.3 Words and expressions defined in the Act and used in these Articles (either without further definition or by expressly referring to the statutory definition of that word or expression) shall bear the same meaning as in the Act as in force on the date of adoption of these Articles. This does not apply:

1.3.1 where the word or expression used is not defined by express reference to the Act and the subject or context in which that word or expression is used is inconsistent with the statutory definition; or

1.3.2 where that word or expression is otherwise defined in these Articles.

1.4 Subject to Article 1.3 above, references in these Articles to any statute or statutory provision (including without limitation the Act and any provision of the Act) is a reference to such legislation as the same may from time to time be amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.

1.5 In these Articles:

1.5.1 general words shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class or example of acts, matters or things;

1.5.2 references to “document” shall, unless specified otherwise, include any document sent or supplied in electronic form;

1.5.3 references to an “instrument” shall be a reference to a document in hard copy form;

1.5.4 references to “written” or “writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

1.5.5 words importing one gender shall where the context admits include all or any genders;

1.5.6 references to “persons” includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations

and any trusts (in each case whether or not having separate legal personality).

- 1.6 Headings in these Articles are used for convenience only and shall not affect the interpretation or construction of these Articles.

2 LIABILITY OF SHAREHOLDERS

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

3 DIRECTORS' POWERS AND RESPONSIBILITIES

3.1 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.

3.2 Shareholders' reserve power

The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution will invalidate anything which the Directors have done before the passing of the resolution.

3.3 Directors may delegate

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

- 3.3.1.1 to such person or committee;
- 3.3.1.2 by such means (including by power of attorney);
- 3.3.1.3 to such an extent;
- 3.3.1.4 in relation to such matters or territories; and
- 3.3.1.5 on such terms and conditions;

as they think fit.

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

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

3.4 Committees

3.4.1 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.

3.4.2 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.

4 DECISION MAKING BY DIRECTORS

4.1 Directors to take decisions collectively

- 4.1.1 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 4.2.
- 4.1.2 The general rule in Article 4.1.1 shall not apply when the Company has only one Director and no provision in these Articles requires it to have more than one Director.
- 4.1.3 Subject to these Articles, each Director participating in a Directors' meeting has one vote.

4.2 Unanimous decisions

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

4.3 Calling a Directors' meeting

- 4.3.1 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. The Company Secretary must call a Directors' meeting if a Director so requests.
- 4.3.2 Notice of any Directors' meeting must indicate:
 - 4.3.2.1 its proposed date and time;
 - 4.3.2.2 where it is to take place; and
 - 4.3.2.3 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.
- 4.3.3 Subject to these Articles, notice of a Directors' meeting must be given to each Director (including one who is absent for the time being from the United Kingdom) and may be given either personally or in hard a copy form or by electronic means or by any other means authorised by the Director concerned.
- 4.3.4 Notice of a Directors' meeting need not be given to Directors who are not entitled to receive notice, or who have elected not to receive notice of that meeting pursuant to Article 5 or who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company in advance of the meeting or not more than five Business 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.

4.4 Participation in Directors' meetings

Any Director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all other persons present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times such Director and such Director to hear at

all times all other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the Directors' meeting is then present.

4.5 Quorum for Directors' meetings

- 4.5.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 4.5.2 The quorum for the transaction of business of the Directors shall be two save where the Company only has a sole Director when the quorum shall be one.
- 4.5.3 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 to enable the Shareholders to appoint further Directors.

4.6 Chairing of Directors' meetings and casting vote

- 4.6.1 The Directors may appoint a Director to chair their meetings and the person so appointed for the time being is known as the "Chairman".
- 4.6.2 The Directors may terminate the Chairman's appointment at any time.
- 4.6.3 If the Chairman 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.
- 4.6.4 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the Chairman or other Director chairing the meeting shall not have a casting vote.
- 4.6.5 Article 4.6.4 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the Chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

4.7 Records of decisions to be kept

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

5 CONFLICTS OF INTEREST

5.1 Transactional Conflicts

Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

5.2 Situational Conflicts

- 5.2.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:
- 5.2.1.1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
 - 5.2.1.2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
 - 5.2.1.3 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
 - 5.2.1.4 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
 - 5.2.1.5 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
 - 5.2.1.6 where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
 - 5.2.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 5.2.1.8 any other interest authorised by ordinary resolution.

Interests of a Shareholder Director

- 5.2.2 In addition to the provisions of Article 5.2.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is a Shareholder Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- 5.2.2.1 that Shareholder;
- 5.2.2.2 a Fund Manager which advises or manages a Parent Shareholder;
- 5.2.2.3 any of the funds advised or managed by a Fund Manager who advises or manages a Parent Shareholder from time to time;
- 5.2.2.4 another body corporate or firm in which a Fund Manager who advises or manages a Shareholder or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies; or
- 5.2.2.5 another body corporate which is Controlled by the same person either alone or jointly with his Connected persons as Controls the relevant Shareholder.

Interests of which a Director is not aware

- 5.2.3 For the purposes of this Article 5.2, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 5.2.4 In any situation permitted by this Article 5.2 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 5.2.5 Subject to Article 5.2.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("Interested Director") who has proposed that the Directors authorise his interest ("Relevant Interest") pursuant to that section may, for the avoidance of doubt:

- 5.2.5.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - 5.2.5.1.1 restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - 5.2.5.1.2 restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - 5.2.5.1.3 restricting the application of the provisions in Articles 5.2.7 and 5.2.8, so far as is permitted by law, in respect of such Interested Director;
- 5.2.5.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to Article 5.2.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising

Directors pursuant to section 175(5)(a) of the Act and this Article 5.2.

Terms and conditions of Board authorisation for an Investor Director

- 5.2.6 Notwithstanding the other provisions of this Article 5.2, it shall not (save with the consent in writing of that Shareholder Director) be made a condition of any authorisation of a matter in relation to that Shareholder Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 5.2.8.

Director's duty of confidentiality to a person other than the Company

- 5.2.7 Subject to Article 5.2.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 5.2), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

5.2.7.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or

5.2.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

- 5.2.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 5.2.7 shall apply only if the conflict arises out of a matter which falls within Article 5.2.1 or Article 5.2.2 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

- 5.2.9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

5.2.9.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and

5.2.9.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director to declare an interest

- 5.2.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 5.2.1 or Article 5.2.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice

in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

5.2.10.1 falling under Article 5.2.1.7;

5.2.10.1.1 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

5.2.10.1.2 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

5.2.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 5.2.

5.2.12 For the purposes of this Article 5.2:

5.2.12.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

5.2.12.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;

5.2.12.3 a general notice 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.

6 APPOINTMENT OF DIRECTORS

6.1 Number of Directors

The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by these Articles, expressed to be vested in the Directors generally.

6.2 Methods of appointing Directors

6.2.1 The Shareholder(s) holding a majority of the voting rights attaching to the Shares may from time to time appoint any person willing to act and who is permitted by law to do so as a Director and may remove from office any Director whether appointed under this Article or otherwise.

6.2.2 Any appointment or removal of a Director pursuant to Article 6.2.1 shall be made by notice to the Company signed by the Shareholder(s) entitled to

appoint or remove that Director. Any such appointment or removal shall take effect when the notice is received or, if later, the time specified in the notice.

6.2.3 Unless prohibited under the terms of any authorisation given under Article 5 any Director appointed for the time being pursuant to Article 6.2.1 may make such disclosures in relation to the Company and its Subsidiaries to the Shareholder(s) appointing him as he thinks fit in his sole discretion.

6.2.4 The Directors shall have no right to appoint any person to be a Director.

6.3 Termination of Director's appointment

A person ceases to be a Director as soon as:

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

6.3.2 (in the case of a Director who is a natural person) a Bankruptcy order is made against that person or that person enters into an arrangement or a composition with his creditors generally in satisfaction of his debts;

6.3.3 (in the case of a Director which is a body corporate) that body corporate (i) passes any resolution for a voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986 or otherwise) or is wound up by the court; (ii) is the subject of an administration order or an administrator is appointed in respect of that body corporate; (iii) makes any proposal under Part 1 Insolvency Act 1986 or otherwise for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or makes any proposal under part 26 of the Act or otherwise for a compromise or arrangement between it and its creditors or any class of them, makes any arrangement or compromise with its creditors generally or ceases to carry on all or substantially all of its business; (iv) has an administrative receiver, receiver or manager appointed over all or any substantial part of its assets or is the subject of any occurrence substantially similar in nature or effect, whether in England and Wales or any other jurisdiction;

6.3.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than six months;

6.3.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

6.3.6 (where the Director has not participated in decision making of the Directors for more than six months) the Directors, resolve that his office be vacated; or

6.3.7 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.

7 DIRECTORS' REMUNERATION AND EXPENSES

7.1 Directors may undertake any services for the Company that the Directors decide and shall be entitled to such remuneration as the Directors determine:

7.1.1 for their services to the Company as Directors; and

7.1.2 for any other service which they undertake for the Company.

- 7.2 Subject to these Articles, a Director's remuneration may:
- 7.2.1 take any form; and
 - 7.2.2 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.
- 7.3 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 7.4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested.
- 7.5 The Company may pay any reasonable expenses which the Directors (including alternate Directors) properly incur in connection with their attendance at:
- 7.5.1 meetings of Directors or committees of Directors;
 - 7.5.2 general meetings; or
 - 7.5.3 separate meetings of the Shareholders 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.

8 ALTERNATE DIRECTORS

- 8.1 A Director (the "Appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors to:
- 8.1.1 exercise that Director's powers; and
 - 8.1.2 carry out that Director's responsibilities,
- in relation to the making of decisions by the Directors, in the absence of the alternate's Appointor.
- 8.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor or in any other manner approved by the Directors.
- 8.3 The notice must:
- 8.3.1 identify the proposed alternate; and
 - 8.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate, that the proposed alternate is willing to act as an alternate of the Director giving the notice.
- 8.4 An alternate Director may act as alternate Director to more than one Director and has the same rights to any decision of the Directors as the alternate's Appointor.
- 8.5 Except as these Articles specify otherwise, alternate Directors:
- 8.5.1 are deemed for all purposes to be Directors;
 - 8.5.2 are liable for their own acts and omissions;

8.5.3 are subject to the same restrictions as their Appointors; and

8.5.4 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 any meetings of committees of Directors of which his Appointor is a member.

8.6 A person who is an alternate Director but not a Director:

8.6.1 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);

8.6.2 may participate in decisions of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not participate); and

8.6.3 shall not be counted as more than one Director for the purposes of Articles 8.6.1 and 8.6.2.

8.7 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.

8.8 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be 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.

8.9 An alternate Director's appointment as an alternate terminates:

8.9.1 when the alternate's appointment is revoked (to be proven by notice to the Company in writing specifying when it is to terminate);

8.9.2 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;

8.9.3 on the death of the alternate's Appointor; or

8.9.4 when the alternate's Appointor's appointment as a Director terminates.

9 SHARES: GENERAL

Powers to issue different classes of Share

9.1 Subject to these Articles, 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.

9.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

9.3 Company not bound by less than absolute interests

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

9.4 Share certificates

9.4.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds. If more than one person holds a Share, only one certificate may be issued in respect of it.

9.4.2 Every certificate must specify:

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

9.4.2.2 the nominal value of those Shares;

9.4.2.3 that the Shares are fully paid; and

9.4.2.4 any distinguishing numbers assigned to the Shares,

and no certificate may be issued in respect of Shares of more than one class.

9.4.3 Certificates must have affixed to them the Company's common seal, or be otherwise executed in accordance with the Companies Acts.

9.5 Replacement share certificates

If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares. A Shareholder exercising the right to be issued with such a replacement certificate:

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

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

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

9.6 Partly paid Shares

The provisions of articles 52 to 62 of the model articles for public companies set out in Schedule 3 of the Companies (Model Articles) Regulations 2008 shall apply to any partly paid Share issued by the Company.

10 SHARE TRANSFERS

10.1 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. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share and the Company may retain any instrument of transfer which is registered.

10.2 The transferor remains the holder of a Share until the transferee's name is entered in

the register of members as holder of it.

- 10.3 Except as required by the Act or otherwise by law, the Directors shall not refuse to register any transfer of a Share and shall register any transfer of a Share as soon as reasonably practicable and in any event within one month after the date on which the duly stamped (or exempt) stock transfer form and the certificate(s) for Shares to which the transfer relates (or an indemnity in lieu of the certificate(s) in a form reasonably satisfactory to the Directors) are lodged at the office or such other place as the Directors may appoint.

11 DIVIDENDS AND OTHER DISTRIBUTIONS

11.1 Procedure for declaring dividends

- 11.1.1 The Company may by Ordinary Resolution declare dividends and the Directors may decide that the Company may pay interim dividends.
- 11.1.2 A dividend must not be declared save in accordance with the Act and unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 11.1.3 No dividend may be declared or paid unless it is in accordance with the Shareholders' respective rights. Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, any dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 11.1.4 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.

11.2 Payment of dividends and other distributions

- 11.2.1 Where a dividend or other amount which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 11.2.1.1 transfer to a bank or building society account specified by the Distribution Recipient in writing;
- 11.2.1.2 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 Shareholder), or (in any other case) to an address specified by the Distribution Recipient in writing;
- 11.2.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
- 11.2.1.4 any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 11.2.2 In these Articles, "Distribution Recipient" means, in respect of a Share in respect of which a dividend or other amount is payable:
- 11.2.2.1 the Shareholder of the Share; or
- 11.2.2.2 if the Share has two or more joint Shareholders, whichever of them is named first in the register of members.

11.3 No interest on distributions

The Company may not pay interest on any dividend or other amount 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 Shareholder of that Share and the Company.

11.4 Unclaimed distributions

11.4.1 All dividends or other amounts which are payable in respect of Shares and which are 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.

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

11.4.3 If twelve years have passed from the date on which a dividend or other amount became due for payment, and the Distribution Recipient has not claimed it, the Distribution Recipient is no longer entitled to that dividend or other amount and it ceases to remain owing by the Company.

11.5 Non-cash distributions

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). 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 fixing the value of any assets, paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees.

11.6 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 the Share has more than one Shareholder or more than one person is entitled to the Share, the notice is not effective unless it is expressed to be given, and signed, by all the Shareholders or persons otherwise entitled to the Share.

12 CAPITALISATION OF PROFITS

12.1 Subject to these Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

12.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) or any amount standing to the credit of the Company's share premium account or capital redemption reserve; and

12.1.2 appropriate any amount which they so decide to capitalise (a "Capitalised Amount") 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.

12.2 Capitalised Amounts must be applied on behalf of the Persons Entitled and in the same proportions as a dividend would have been distributed to the Persons Entitled.

12.3 Any Capitalised Amount may be applied in paying up new Shares of a nominal

amount equal to the Capitalised Amount which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

12.4 A Capitalised Amount which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

12.5 Subject to these Articles the Directors may:

12.5.1 apply Capitalised Amounts in accordance with Articles 12.3 and 12.4 partly in one way and partly in another;

12.5.2 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

12.5.3 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.

13 DECISION MAKING BY SHAREHOLDERS: GENERAL MEETING

13.1 Calling general meetings

Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Act as to giving information to Shareholders in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any Shareholder is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.

13.2 Attendance and speaking at general meetings

13.2.1 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.

13.2.2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and 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.

13.2.3 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.

13.2.4 In determining attendance at a general meeting it is immaterial whether any two or more Shareholders attending it are in the same place as each other.

13.2.5 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. Such meeting shall be deemed to take place where the largest group of those persons are assembled or, if there is no such group, where the Chairman of the Meeting is located.

13.3 Quorum for general meetings

No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting unless a quorum is present. The quorum for general

meetings and adjourned general meetings shall be any one or more Qualifying Person present at the meeting and representing the holders of a majority of the Shares. For the purposes of this Article a "Qualifying Person" means:

13.3.1 an individual who is a Shareholder present in person or by proxy; and

13.3.2 a corporation which is a Shareholder present by a duly authorised representative,

provided always that no Shareholder who is present by more than one Qualifying Person shall be counted more than once in determining whether a quorum is present.

13.4 Chairing general meetings

If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so. 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 Shareholder to chair the meeting and the appointment of the Chairman of the Meeting must be the first business of the meeting. The person chairing a meeting in accordance with this Article is referred to as the "Chairman of the Meeting".

13.5 Attendance and speaking by Directors and non-Shareholders

13.5.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

13.5.2 The Chairman of the Meeting may permit other persons who are not Shareholders or otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

13.6 Adjournment

13.6.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

13.6.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or 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.

13.6.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

13.6.4 When adjourning a general meeting, the Chairman of the Meeting must either specify the time and place to which it is adjourned (which shall be the time and place, if any, specified by the Shareholders holding a majority of the voting rights attached to the issued share capital of the Company) or (if no such specification is given) state that it is to continue at a time and place to be fixed by the Directors.

13.6.5 *Save where the adjournment is for not more than 30 minutes, the adjourned meeting is to be held at the same location as the original meeting and the Chairman of the Meeting announces whilst a quorum is present the time at which the adjourned meeting shall start, the Company must give at least five Clear Business Days notice of the adjourned meeting to the same persons to whom notice of the Company's general meetings is required to be given, and*

containing the same information which such notice is required to contain.

- 13.6.6 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.

14 VOTING AT GENERAL MEETINGS

14.1 Voting: general

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

- 14.1.2 On a show of hands each Shareholder shall have one vote.

- 14.1.3 On a poll vote each Shareholder shall have one vote for each Share he holds.

14.2 Errors and disputes

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. Any such objection must be referred to the Chairman of the Meeting whose decision is final.

14.3 Poll votes

- 14.3.1 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote or 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.

- 14.3.2 A poll may be demanded by the Chairman of the Meeting, the Directors, two or more persons having the right to vote on the resolution or a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

- 14.3.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chairman of the Meeting consents to the withdrawal.

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

15 PROXIES

- 15.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:

- 15.1.1 states the name and address of the Shareholder appointing the proxy;

- 15.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

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

- 15.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

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

- 15.3 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.
- 15.4 Unless a Proxy Notice indicates otherwise, it must be treated as 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 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.

16 AMENDMENTS TO RESOLUTIONS

- 16.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if 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 two Business Days before the meeting is to take place (or such later time as the Chairman of the Meeting may determine) and the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 16.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed and the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 16.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

17 SOLE SHAREHOLDER

- 17.1 If and for so long as the Company has only one Shareholder and that Shareholder takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 168 or 510 of the Act.
- 17.2 Any decision taken by a sole Shareholder pursuant to Article 17.1 above shall be recorded in writing and delivered by that Shareholder to the Company for entry in the Company's minute book.

18 ADMINISTRATIVE ARRANGEMENTS

18.1 Means of communication to be used

- 18.1.1 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 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.
- 18.1.2 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.
- 18.1.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received *within a specified time of their being sent and for the specified time to be less than 48 hours.*

18.2 Company Secretary

The Company shall not be required to have a secretary but the Directors may choose to appoint a person who is willing to act as Company Secretary for such term at such remuneration and upon such conditions as they may think fit and to remove any Company Secretary as appointed.

18.3 Company seals

If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Company Secretary or second Director.

18.4 No right to inspect accounts and other records

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

18.5 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiary Undertakings (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 Undertakings.

19 INDEMNITY

- 19.1 Subject to Article 20, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- 19.1.1 the Directors may exercise all the powers of the Company to indemnify any Relevant Officer against the costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation to them to the fullest extent permitted by law; and
- 19.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him of the kind referred to in

sections 205(1)(a) and 206(a) of the Act and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure, to the fullest extent permitted by law.

- 19.2 For the avoidance of all doubt this Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

20 INSURANCE

Without prejudice to Article 19, the Directors may exercise all powers of the Company to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.