

COMPANY NUMBER: 11587377

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

INXPRESS HOLDINGS LTD

(ADOPTED BY SPECIAL RESOLUTION ON 12 DECEMBER 2018)

(AMENDED BY SPECIAL RESOLUTION ON 18 DECEMBER 2018)

(AMENDED BY SPECIAL RESOLUTION ON 27 MARCH 2019)

(FURTHER AMENDED BY SPECIAL RESOLUTION ON 29 MARCH 2019)

(FURTHER AMENDED BY WRITTEN SPECIAL RESOLUTION ON 21 JULY 2020)



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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:

A1 Shares:	the A1 ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
A2 Shares:	the A2 ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
A3 Shares:	the A3 preferred ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
Accepting Shareholder:	has the meaning given in article 42.5.
Act:	the Companies Act 2006.
Acting in Concert:	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time).
Allocation Notice:	has the meaning given in article 36.14.
Applicant:	has the meaning given in article 36.14.
B Shares:	the B ordinary shares of £0.10p (ten pence) each in the capital of the Company having the rights set out in these Articles.
B1 Shares:	the B1 ordinary shares of £0.01p (one pence) each in the capital of the Company having the rights set out in these Articles.
B2 Shares:	the B2 ordinary shares of £0.09p (nine pence) each in the capital of the Company having the rights set out in these Articles.
Bad Leaver:	an Employee who becomes a Departing Employee in circumstances where he is not an Early Leaver nor a Good Leaver.
Bankruptcy Event:	a bankruptcy petition being presented for the bankruptcy of a shareholder, or an arrangement or composition being proposed by a shareholder with any of his creditors, or where a shareholder otherwise

	takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.
Business Day:	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.
Buyer:	has the meaning given in article 42.1.
C1 Shares:	the C1 ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
C2 Shares:	the C2 ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
Called Shareholder:	has the meaning given in article 41.1.
Called Shares:	has the meaning given in article 41.2(a).
capitalised sum:	has the meaning given in article 54.1(b).
chairman:	has the meaning given in article 12.2.
chairman of the meeting:	has the meaning given in article 57.2.
Civil Partner:	in relation to an individual shareholder, a civil partner as defined in the Civil Partnerships Act 2004.
Companies Acts:	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company.
Compulsory Employee Transfer:	has the meaning given in article 38.3.
Compulsory Transfer Event:	has the meaning given in article 38.1.
Conflict:	has the meaning given in article 15.1.
connected:	has the meaning given in section 252 of the Act.
Controlling Interest:	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.
D Shares:	the D ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
D1 Shares:	the D1 preferred ordinary shares of £0.05p (five pence) each in the capital of the Company having the rights set out in these Articles.
Deemed Transfer Notice:	a Transfer Notice which is deemed to have been served in accordance with article 38.1 or article 38.3.

Departing Employee:	an Employee who ceases to be a director or employee of, or consultant to, any Group Company and who does not continue as, or become, a director or employee of, or consultant to, any Group Company.
director:	a director of the Company, and includes any person occupying the position of director, by whatever name called.
Disposal:	the disposal by the Company of all, or a substantial part of, its business and assets.
distribution recipient:	has the meaning given in article 48.2.
document:	includes, unless otherwise specified, any document sent or supplied in electronic form.
Drag Along Notice:	has the meaning given in article 41.2.
Drag Along Option:	has the meaning given in article 41.1.
Drag Shares:	has the meaning given in article 41.1.
Early Leaver:	an Employee whose full contractual notice of resignation expires on or before 31 December 2021.
electronic form:	has the meaning given in section 1168 of the Act.
Eligible Director:	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
Employee:	an individual who is, or has been, a director and/or an employee of, or who provides or has provided consultancy services to, any Group Company.
Equity Value:	has the meaning given in article 39.1(a).
Expert:	an independent firm of chartered accountants of repute appointed in accordance with these Articles to resolve any dispute arising between the Company and/or the shareholders in connection with the calculations pursuant to either article 29.2 or 29.3.
Fair Value:	has the meaning given in article 39.1.
Family Trust:	in relation to an individual shareholder, a trust or settlement set up wholly for the benefit of that individual shareholder and/or that shareholder's Privileged Relations.
Financial Year:	each and any financial year (within the meaning of section 390 of the Companies Act 2006) of the Company and any subsidiaries.

FRS 102:	Financial Reporting Standard 102: The Financial Reporting Standard applicable in the UK and Republic of Ireland as issued by the Financial Reporting Council in the United Kingdom and in force from time to time.
Good Leaver:	<p>an Employee who becomes a Departing Employee by reason of:</p> <ul style="list-style-type: none"> (a) death; or (b) permanent disability or permanent incapacity through ill-health; or (c) retirement at normal retirement age; or (d) redundancy (as defined in the Employment Rights Act 1996); or (e) ceasing to be employed by any Group Company as a result of a Group Company ceasing to be a Group Company; or (f) resignation, having served full contractual notice, on or after 1 January 2022; or (g) dismissal by the Company (or other Group Company) which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive; or (h) where the Company (acting with the consent of the Major Shareholders) declare the Departing Employee to be a Good Leaver.
Group:	the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company from time to time and Group Company shall be construed accordingly.
hard copy form:	has the meaning given in section 1168 of the Act.
holder:	in relation to shares means the person whose name is entered in the register of members as the holder of the shares.
instrument:	a document in hard copy form.
Interested Director:	has the meaning given in article 15.1.
Issue Price:	in respect of any share, the subscription price paid (or agreed to be paid) in respect of that share, including any share premium.

Majority Decision:	a decision carried out by a majority of the directors and taken pursuant to these Articles.
Major Shareholder:	a shareholder holding shares not less than 15% by nominal value of the Unrestricted Equity Shares in issue from time to time.
Minimum Transfer Condition:	has the meaning given in 36.2(d).
Minor Shareholder:	any shareholder who is not a Major Shareholder.
Model Articles:	the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles.
Offer:	has the meaning given in article 42.2.
Offer Notice:	has the meaning given in article 42.3.
Offer Shares:	has the meaning given in article 42.3(d).
ordinary resolution:	has the meaning given in section 282 of the Act.
Original Shareholder:	each shareholder, excluding any shareholder who, for the time being, only holds shares as a result of a Permitted Transfer.
paid:	paid or credited as paid.
participate:	in relation to a directors' meeting, has the meaning given in article 10.
persons entitled:	has the meaning given in article 54.1(b).
Permitted Transfer:	a transfer of shares made in accordance with article 37.
Permitted Transferee:	any of the Privileged Relations or the trustee(s) of a Family Trust of a shareholder.
Privileged Relation:	the spouse, Civil Partner, widow or widower of an Original Shareholder and the Original Shareholder's lineal descendants (being children, grandchildren, great-grandchildren etc. (including step and adopted children)).
Pre-Emption Offerees:	has the meaning given in either article 36.7.
Pre-Emption Period:	has the meaning given in article 36.9.
Profit Centre:	each of the following geographical profit centres of the Group, as adopted by and shown in the Company's internal accounting and reporting processes and systems as at 12 December 2018, as follows: (a) the United States of America;

- (b) Global (being, for the clarity, those profits and losses attributable to the activities of the Group as a whole);
- (c) Canada;
- (d) the United Kingdom;
- (e) Europe (excluding the United Kingdom), the Middle East and Africa;
- (f) Asia Pacific (excluding Australia); and
- (g) Australia.

For clarity, any company (being any corporation or other body corporate, wherever and however incorporated or established), business undertaking (whether or not having separate legal personality), joint-venture or partnership of the Group from time to time acquired, dissolved, established, incorporated, transferred or wound-up shall be allocated to, or removed from, the applicable geographical profit centre.

Proposed Buyer:

has the meaning given in article 41.1.

Proposed Sale Price:

has the meaning given in article 36.2(c).

Proposed Transfer:

has the meaning given in article 42.1.

proxy notice:

has the meaning given in article 63.1.

Qualifying Representative:

in relation to a shareholder:

- (a) a person authorised under section 232 of the Act to act as the representative of that shareholder, in relation to the relevant general meeting; or
- (b) a person appointed as proxy of that shareholder in relation to the relevant general meeting.

Record Date:

has the meaning given in article 47.1.

Reference Accounts:

in relation to a Financial Year, a complete set of financial statements and the notes thereto (in each case as described under sections 3 to 7 of FRS 102) of the Company and each subsidiary, in each case for the period ended on the last day of that Financial Year and prepared in accordance with UK GAAP or other appropriate accounting standard and the applicable accounting requirements of the Companies Act 2006 in force for that Financial Year and, so far as may be applicable without contravening the foregoing provision of this definition, consistent with the

	Company's accounting policies for the three preceding Financial Years.
Relevant Shares:	in relation to an Compulsory Employee Transfer means all shares held by the Minor Shareholder in question.
Sale Date:	has the meaning given in article 42.3.
Sale Proceeds:	the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those shareholders selling shares under a Share Sale (less any fees and expenses payable by the shareholders selling shares under that Share Sale).
Sale Shares:	has the meaning given in article 36.2(a).
Seller:	has the meaning given in article 36.2.
Selling Shareholders:	has the meaning given in article 41.1.
Share Class Value:	has the meaning given in article 39.1.
shareholder:	a person who is the holder of a share.
share(s):	a share or shares in the Company.
Share Sale:	<p>the sale of (or the grant of a right to acquire or to dispose of) any shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest, except:</p> <ul style="list-style-type: none"> (a) in respect of any transfer of shares between the Major Shareholders, regardless of whether such transfer results in a Major Shareholder acquiring a Controlling Interest; or (b) where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the shareholders of the Company and their respective shareholdings in the Company immediately before the sale.
special resolution:	has the meaning given in section 283 of the Act.
Specified Price:	has the meaning given in article 42.2.
Termination Date:	

- (a) where employment ceases by virtue of notice given by the employee to the employer, the date on which such notice expires;
- (b) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;
- (c) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;
- (d) where an Employee dies, the date of his death;
- (e) where the Employee concerned is a director of or consultant to, but not an employee of, any Group Company, the date on which his service agreement, consultancy agreement (or other terms of appointment or engagement) with the relevant Group Company is terminated; or
- (f) in any other case, the date on which the employment or holding of office is terminated.

Transfer Notice:

has the meaning given in article 36.2.

Transfer Price:

the price per Sale Share determined, as relevant, in accordance with article 36.5, article 38.2 or article 38.4.

transmittee:

a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

UK GAAP:

generally accepted accounting principles, standards and practices applied in the United Kingdom, including Financial Reporting Standards 100 to 105 issued by the Financial Reporting Council in the UK from time to time (and applied as appropriate having regard to the position of the Company and any subsidiary), and the applicable accounting requirements of the Companies Act 2006.

Unanimous Decision:

has the meaning given in article 8.

Unrestricted Equity Shares:

the A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B1 Shares, the C1 Shares, the C2 Shares, the D Shares and the D1 Shares.

Valuer:

the accountants or auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the

Company (and approved by the Major Shareholders (such consent not to be unreasonably withheld or delayed)) or, in the absence of approval by the Major Shareholders on the identity of the independent firm of accountants within ten Business Days, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator).

Voting Shares:

the A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B2 Shares, the C1 Shares, the C2 Shares, the D Shares and the D1 Shares.

Voting Shareholders:

the holders from time to time of the Voting Shares.

writing:

the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1) (b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
 - (a) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) its nominee.
- 1.7 A reference in these Articles to a holder, or the holder(s), of shares shall be deemed to exclude any member holding shares in treasury.
- 1.8 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 Neither the Model Articles nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or any other subordinate legislation concerning companies) shall apply to the Company.

2. LIABILITY OF MEMBERS

- 2.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

- 3.1 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.

4. SHAREHOLDERS' RESERVE POWER

- 4.1 The shareholders may, by a special resolution of the Voting Shareholders, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution of the Voting Shareholders invalidates anything which the directors have done before the passing of the resolution.

5. DIRECTORS MAY DELEGATE

- 5.1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

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

- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. COMMITTEES

- 6.1 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.

- 6.2 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. The provisions of these Articles shall apply equally to meeting of any committee of the directors as to meetings of the directors.

DECISION-MAKING BY DIRECTORS

7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

7.1 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 8.

7.2 If:

- (a) the Company only has one director for the time being; and
- (b) no provision of these Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision-making.

8. UNANIMOUS DECISIONS

8.1 A decision of the directors is a unanimous decision if:

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

8.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

9. CALLING A DIRECTORS' MEETING

9.1 Any director may call a meeting of the directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by the directors) to each director or by authorising the company secretary (if any) to give such notice.

9.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that 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.

- 9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 9.4 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.

10. PARTICIPATION IN DIRECTORS' MEETINGS

- 10.1 Subject to these Articles, the directors **participate** in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with these Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.3 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.

11. QUORUM FOR DIRECTORS' MEETINGS

- 11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for the transaction of business at a meeting of directors shall be any three Eligible Directors, which must include at least two directors who are (or are noted as representing) Major Shareholders holding not less than 30% in nominal value of the Voting Shares in issue from time to time, unless:
- (a) there is no such director in office for the time being; or
 - (b) each such director has, in respect of any particular meeting (or part of the meeting), otherwise agreed ahead of such meeting; or
 - (c) each such director is not, in respect of any particular meeting (or part of a meeting), an Eligible Director,

in which case, subject to article 11.3, the quorum for such meeting (or part of the meeting, as the case may be) shall be any two Eligible Directors. If the necessary quorum is not present within thirty minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the chairman determines. If a quorum is not present at any such adjourned meeting within thirty minutes from the time appointed, then the meeting shall proceed.

- 11.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors.

12. CHAIRING OF DIRECTORS' MEETINGS

- 12.1 The directors may appoint a director to chair their meetings. The first chairman of the Company shall be William John Thompson, who shall remain appointed as chairman until removed by a majority of the other directors.
- 12.2 The person so appointed is known as the **chairman**. The chairman of the meeting may delegate the duties of conducting the meeting to another director.
- 12.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the meeting must be adjourned and reconvened at a convenient time.

13. CASTING VOTE

- 13.1 Questions arising at any meeting of the directors shall be decided by a majority of votes. If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman shall have a casting vote.

14. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 14.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract,

transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

- 14.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting (or part of a directors' meeting).
- 14.3 Subject to article 14.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 14.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15. **DIRECTORS' CONFLICTS OF INTEREST**

- 15.1 The directors may, in accordance with the requirements set out in this article 15, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
- 15.2 Any authorisation under this article 15 will be effective only if:
- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 15.3 Any authorisation of a Conflict under this article 15 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent to which they relate to such matters.
- 15.4 Where the directors authorise a Conflict the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 15.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 15.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

16. RECORDS OF DECISIONS TO BE KEPT

- 16.1 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.
- 16.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

17. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 17.1 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

18. NUMBER OF DIRECTORS

- 18.1 Unless otherwise determined by an ordinary resolution of the Voting Shareholders, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than five.

19. METHODS OF APPOINTING DIRECTORS

- 19.1 No person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director unless either:
- (a) by an ordinary resolution of the Voting Shareholders; or
 - (b) by a unanimous decision of the directors.
- 19.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 19.3 For the purposes of article 19.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20. TERMINATION OF DIRECTOR'S APPOINTMENT

- 20.1 A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law; or
 - (b) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other directors resolve that he cease to be a director; or
 - (c) a bankruptcy order is made against that person; or
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
 - (e) 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 three months; or
 - (f) 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; or
 - (g) written notification is received by the Company from members holding not less than 50% in nominal value of the Voting Shares in issue from time to time removing any

director or directors from office, save in the case of William John Thompson, where written notification is to be received by the Company from members holding not less than 60% in nominal value of the Voting Shares in issue from time to time in order to remove William John Thompson as a director; or

- (h) 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.

21. DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the directors decide.

21.2 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

21.3 Subject to these Articles, a director's remuneration may:

- (a) take any form; and
- (b) 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.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 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.

22. DIRECTORS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors (including alternate directors) properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) 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.

23. SECRETARY

23.1 The directors may appoint any person who is willing to act as the secretary of the Company for such term, as such remuneration and upon such conditions as they may think fit and from time to time remove such person as secretary and if the directors so decide, appoint a replacement.

PART 3
SHARES AND DISTRIBUTIONS
SHARES

24. ALL SHARES TO BE FULLY PAID UP

- 24.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 24.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

25. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 25.1 Subject to the other provisions of 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 special resolution of the Voting Shareholders or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.
- 25.2 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.
- 25.3 Save to the extent authorised by these Articles or authorised from time to time by an ordinary resolution of the Voting Shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

26. PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

- 26.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the Voting Shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares.
- 26.2 No shares shall be allotted to any current or prospective employee or director of any Group Company unless, if the Company requires such an election to be made, such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

27. CLASS RIGHTS

- 27.1 The A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B1 Shares, the B2 Shares, the C1 Shares, the C2 Shares, the D Shares and the D1 Shares shall have the rights and be subject to the restrictions set out in these Articles.
- 27.2 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to such class may only be varied or abrogated (either whilst the

Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of not less than 75% in nominal value of the issued shares of that class.

28. DIVIDEND RIGHTS

28.1 SUBJECT ALWAYS to article 46, the A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B1 Shares, the C1 Shares, the C2 Shares, the D Shares and the D1 Shares shall entitle the holder to participate in any dividend declared for that particular class of shares as calculated as derived, in accordance with article 29.2, from the specified Profit Centre as below, to the exclusion of the holders of shares of any other class:

- (a) A1 Shares entitle the holder to dividends calculated by reference to the Company's activities (and that of its subsidiaries) in the Global Profit Centre;
- (b) A2 Shares and A3 Shares (as if they constituted one class of shares) entitle the holder to dividends calculated by reference to the Company's activities (and that of its subsidiaries) in the United States of America Profit Centre;
- (c) B Shares and B1 Shares entitle the holder to dividends calculated by reference to the Company's activities (and that of its subsidiaries) in the Asia Pacific (excluding Australia) Profit Centre and the Australia Profit Centre;
- (d) C1 Shares entitle the holder to dividends calculated by reference to the Company's activities (and that of its subsidiaries) in the Europe (excluding the United Kingdom), the Middle East and Africa Profit Centre;
- (e) C2 Shares entitle the holder to dividends calculated by reference to the Company's activities (and that of its subsidiaries) in the United Kingdom Profit Centre; and
- (f) D Shares and D1 Shares (as if one class of shares) entitle the holder to dividends calculated by reference to the Company's activities (and that of its subsidiaries) in the Canada Profit Centre.

29. CAPITAL RIGHTS

29.1 On return of capital or assets on reconstruction (other than a solvent reconstruction), liquidation, capital reduction or otherwise (save for a repurchase of own shares pursuant to Part 18 of the Act), the capital or assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be applied in the following order of priority:

- (a) first, in paying to the holders of the B2 Shares a sum equal to the nominal value paid up on such B2 Shares;
- (b) second, in equal order of priority, in paying to each holder of Unrestricted Equity Shares, as appropriate, as if they constituted one class of share, a sum equal to the nominal value paid up on such Unrestricted Equity Shares (and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Unrestricted Equity Shares pro rata);
- (c) third, in paying to each holder of the A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B1 Shares, the C1 Shares, the C2 Shares, the D Shares and/or the D1 Shares, as appropriate, a sum equal to any arrears or deficiency of the dividend(s) due on such A1 Shares, A2 Shares, A3 Shares, B Shares, B1 Shares, C1 Shares, C2

Shares, D Shares and/or D1 Shares (and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B1 Shares, the C1 Shares, the C2 Shares, the D Shares and/or the D1 Shares pro rata to the aggregate amount outstanding under this article 29.1(c) on the A1 Shares, the A2 Shares, the A3 Shares, the B Shares, the B1 Shares, the C1 Shares, the C2 Shares, the D Shares and/or the D1 Shares); and

- (d) finally, in distributing the balance of the Company's assets (if any) amongst the holders of the Unrestricted Equity Shares. The Unrestricted Equity Shares shall respectively entitle the holders to participate only in so much of the balance of the Company's assets as are calculated as derived, in accordance with article 29.2, from the specified Profit Centre as below, to the exclusion of the holders of shares of any other class:

- (i) A1 Shares entitle the holder to a distribution of assets calculated by reference to the Company's activities (and that of its subsidiaries) in the Global Profit Centre;
- (ii) A2 Shares and A3 Shares (as if one class of shares) entitle the holder to a distribution of assets calculated by reference to the Company's activities (and that of its subsidiaries) in the United States of America Profit Centre;
- (iii) B Shares and B1 Shares (as if one class of share) entitle the holder to a distribution of assets calculated by reference to the Company's activities (and that of its subsidiaries) in the Asia Pacific (excluding Australia) Profit Centre and the Australia Profit Centre;
- (iv) C1 Shares entitle the holder to a distribution of assets calculated by reference to the Company's activities (and that of its subsidiaries) in the Europe (excluding the United Kingdom), the Middle East and Africa Profit Centre;
- (v) C2 Shares entitle the holder to a distribution of assets calculated by reference to the Company's activities (and that of its subsidiaries) in the United Kingdom Profit Centre; and
- (vi) D Shares and D1 Shares entitle the holder to a distribution of assets calculated by reference to the Company's activities (and that of its subsidiaries) in the Canada Profit Centre.

29.2 The calculation of each Profit Centre's contribution to the balance of the Company's assets shall be determined for each Profit Centre on the basis of each Profit Centre's profit as a proportion of the aggregate profit of all the Profit Centres, in each case for that period as shown in the Reference Accounts for the immediately preceding Financial Year and, as appropriate, the management information of the Company or Profit Centre for the year to date, but adjusted to:

- (a) account for any difference in timings;
- (b) exclude any exceptional or one-off profits;
- (c) add back any exceptional or one-off costs or losses;
- (d) account (in whole or in part) for any profits where the profit received is attributable to

the costs or losses incurred (in whole or in part) by another Profit Centre;

- (e) account, on a pro-rate basis, for costs incurred by a Profit Centre which are more correctly referable to other Profit Centres, such pro rating to be based on the relative profitability of those other Profit Centres unless another basis can be shown to represent a more reasonable basis of pro ration;
- (f) account for any employee remuneration above market rates; and
- (g) to take account of any other factors that should reasonably be taken into account.

29.3 The calculations pursuant to article 29.2 shall, to the extent not excluded by articles 29.2(a) to 29.2(f) (inclusive):

- (a) apply the same accounting standards, principles, policies and practices (with consistent classifications, judgements, valuation and estimation techniques) that were used in the preparation of the Company's audited accounts three years immediately preceding the Financial Year in question; and
- (b) apply FRS 102 and UK GAAP or other appropriate accounting standard.

30. EXIT PROVISIONS

30.1 On a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in article 29.1, calculated in accordance with article 29.2 and article 29.3, save that in calculating the distribution to the Unrestricted Equity Shares the words '*balance of the Company's assets*' in article 29.1(d) and article 29.2 shall be replaced, for the purposes of any calculation pursuant to this article 30.1, with the words '*balance of the Sale Proceeds*'.

30.2 The directors shall not register any transfer of shares if the Sale Proceeds are not distributed in that manner (save in respect of any shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- (a) the directors may register the transfer of the relevant shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in article 29.1; and
- (b) each shareholder shall take any reasonable action (to the extent lawful and within its control) required to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in article 29.1.

30.3 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in article 29.1 and article 30.1, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each shareholder shall (to the extent lawful and within its control) take, without prejudice to the generality of this article 30.3, such action as may be necessary to put the Company into voluntary liquidation so that article 29.1 and article 30.1 applies.

31. VOTING RIGHTS AND CONSENTS

31.1 The Voting Shares shall be full voting shares and shall entitle:

- (a) on a written resolution, every member holding one or more Voting Share shall have one vote for each Voting Share held by him; and
- (b) on a resolution to be passed at a general meeting of the Company, every member (being an individual) present in person or by proxy or (being a corporation) present by a representative or by proxy shall have:
 - (i) on a show of hands, one vote each; and
 - (ii) on a poll, one vote for each Voting Share of which he is the holder.

31.2 The B1 Shares shall be non-voting shares and shall not entitle the holders thereof to attend and vote at any general meeting of the Company (nor to receive notice of any general meeting) unless the general meeting is to consider any matter which constitutes a variation of the rights attaching to the B1 Shares. In such case every member (being an individual) present in person or by proxy or (being a corporation) present by a representative or by proxy holding B1 Shares shall have:

- (a) on a show of hands, one vote each; and
- (b) on a poll, one vote for each B1 Share of which he is the holder.

32. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

32.1 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.

33. SHARE CERTIFICATES

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

33.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

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

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

33.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

34. REPLACEMENT SHARE CERTIFICATES

- 34.1 If a certificate issued in respect of a shareholder's shares is:
- (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed,
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 34.2 A shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence or indemnity as the directors decide.

35. SHARE TRANSFERS

- 35.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 35.2 No share shall be transferred, and the directors shall refuse to register a transfer of any shares, unless it is made in accordance with these Articles. The directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 35.3 If a shareholder transfers (or purports to transfer) a share other than in accordance with these Articles, he shall be deemed to have immediately served a Transfer Notice in respect of all shares held by him.
- 35.4 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.
- 35.5 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 35.6 The Company may retain any instrument of transfer which is registered.
- 35.7 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 35.8 To enable the directors to determine whether or not there has been any transfer (or purported transfer) of shares the directors may require:
- (a) any holder (or the legal representatives of a deceased holder); or
 - (b) any person named as a transferee in a transfer lodged for registration; or
 - (c) such other person as the directors may reasonably believe to have information

relevant to that purpose,

to provide the Company with any information and evidence that the directors think fit regarding any matter which they deem relevant to that purpose.

35.9 If any such information or evidence referred to in article 35.8 is not provided to enable the directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the directors are reasonably satisfied that a breach has occurred, the directors shall promptly notify the holder of such shares of that fact in writing and then:

- (a) the relevant shares shall cease to confer on the holder of them any rights:
 - (i) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares; and
 - (ii) to receive dividends or other distributions otherwise attaching to those shares; and
- (b) the directors may, by notice in writing to the relevant holder, determine that a Deemed Transfer Notice shall be deemed to have been given in respect of some or all of his shares with effect from the date of service of the notice (or such later date as may be specified in such notice).

35.10 The directors may reinstate the rights referred to in article 35.9(a) at any time and, in any event, such rights shall be reinstated, in respect of any shares transferred pursuant to article 35.9(b), on completion of such transfer.

35.11 Any transfer of shares by way of a sale that is required to be made under article 36, article 37 or article 38 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

36. SHARE TRANSFERS: PRE-EMPTION RIGHTS

36.1 Subject to article 37, any transfer of shares by a shareholder shall be subject to the pre-emption rights in this article 36.

36.2 Any shareholder who wishes to transfer all of their shares (**Seller**) shall, before transferring or agreeing to transfer all of their shares, give notice in writing (a **Transfer Notice**) to the Company specifying:

- (a) the total number of shares he holds in the Company and therefore wishes to transfer (**Sale Shares**);
- (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer;
- (c) the price per Sale Share (in cash) at which he proposes to sell the Sale Shares (**Proposed Sale Price**); and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a **Minimum Transfer Condition**).

36.3 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company as the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.

36.4 As soon as practicable following the later of:

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

the directors shall (unless the Transfer Notice is withdrawn in accordance with article 36.5) offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 36 at the Transfer Price. Each offer shall be in writing and shall give details of the number and Transfer Price of the Sale Shares offered.

36.5 The **Transfer Price** for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the directors (any director with whom the Seller is connected not voting) (acting with the consent of the Major Shareholders (excluding, if applicable, the Seller)), or, in default of agreement within twenty Business Days of the date of service of the Transfer Notice, Fair Value.

36.6 Where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price the Seller may, within five Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. If the Transfer Notice is withdrawn the Seller shall not be entitled to sell the Sale Shares to the proposed buyer. The Seller shall, however, be entitled to serve future Transfer Notices in respect of some or all of the Sale Shares. Otherwise, once given, a Transfer Notice shall be irrevocable (save with the prior written consent of the directors (any director with whom the Seller is connected not voting) given at any time prior to completion of the transfer of any of the Sale Shares). A Deemed Transfer Notice may not be withdrawn.

36.7 The Sale Shares (whether being sold pursuant to a Deemed Transfer Notice or otherwise), shall be offered by the directors for sale in the following order of priority:

- (a) first, subject to the Act, to the Company;
- (b) second, to the Major Shareholders (excluding the Seller whose shares are, at the date of the Transfer Notice, the subject of a Transfer Notice or a Deemed Transfer Notice); and
- (c) third, to the holders, from time to time, of shares of the same class as the Sale Shares (excluding the Major Shareholders and any holder of shares whose shares are, at the date of the Transfer Notice, the subject of a Transfer Notice or a Deemed Transfer Notice),

with the holders of such pre-emption rights as set out in articles 36.7(a), 36.7(b) and 36.7(c) being the **Pre-Emption Offerees**.

36.8 Subject always to compliance with the Act, an offer of Sale Shares made in accordance with article 36.7(a) shall remain open for acceptance by the Company for a period from the date of the offer to the date forty Business Days after the offer (both dates inclusive). Any Sale Shares

not allocated within that period shall be offered by the directors in the order of priority set out in article 36.7.

- 36.9 Each offer required to be made in the order of priority set out in article 36.7 shall, in each case, invite the relevant Pre-Emption Offerees with the benefit of that offer (which, in the case of a Pre-Emption Offeree with rights pursuant to article 36.7(c), shall be restricted to Sale Shares of the same class of shares as held by such Pre-Emption Offeree) to apply to the Company in writing within the period from the date of that offer to the date twenty Business Days after the offer (both dates inclusive) (**Pre-Emption Period**), for the maximum number of remaining Sale Shares they wish to buy. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 36.10 At the end of each relevant Pre-Emption Period, the directors shall allocate the remaining Sale Shares to each Pre-Emption Offeree in accordance with their applications. If the total number of Sale Shares applied for is equal to or exceeds the remaining Sale Shares, the directors shall allocate the remaining Sale Shares to each Pre-Emption Offeree who has applied for Sale Shares in the proportion to which his application bears to the total applications received for the Sale Shares for the relevant Pre-Emption Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Pre-Emption Offeree of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- 36.11 If not all remaining Sale Shares are allocated following allocations in accordance with article 36.10, but there are applications relating to the relevant Pre-Emption Period for remaining Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 36.10. The procedure set out in this article 36.11 shall apply on any number of consecutive occasions until either all remaining Sale Shares have been allocated or all applications for Sale Shares relating to the relevant Pre-Emption Period have been satisfied.
- 36.12 If, at the end of the relevant Pre-Emption Period, the Company has not received applications in respect of all the remaining Sale Shares, the balance of the remaining Sale Shares shall be offered to the next Pre-Emption Offeree in accordance with the order of priority set out in article 36.7. The provisions of article 36.9 to this article 36.12 (inclusive) shall apply to each further offer until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied.
- 36.13 Where the Transfer Notice contains a Minimum Transfer Condition:
- (a) any allocation made under article 36.8 to article 36.12 (inclusive) shall be conditional on the fulfilment of the Minimum Transfer Condition; and
 - (b) if the total number of Sale Shares applied for under article 36.8 to article 36.12 (inclusive) is less than the number of Sale Shares, the directors shall notify the Seller and all those persons to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- 36.14 Where either:
- (a) the Transfer Notice does not contain a Minimum Transfer Condition; or

(b) allocations have been made in respect of all the Sale Shares,
the directors shall, when no further offers or allocations are required to be made under article 36.8 to article 36.12 (inclusive), give notice (an **Allocation Notice**) in writing to the Seller and each person to whom Sale Shares have been allocated (each an **Applicant**) stating:

- (c) the number of Sale Shares accepted to be repurchased by the Company in accordance with article 36.8 (if any); and/or
- (d) the allocations of Sale Shares (if any) to each Applicant.

The Allocation Notice shall specify the place and time for completion (which shall be at least ten Business Days, but not more than forty Business Days, after the date of Allocation Notice).

36.15 On the date specified for completion in the Allocation Notice the Seller shall, against payment from the Company and/or each Applicant (as relevant), execute and deliver:

- (a) any such documents as the directors may reasonably require in order to comply with the requirements of the Act for a repurchase of own shares by the Company; and/or
- (b) an instrument of transfer for the Sale Shares allocated to each Applicant, in accordance with any requirements specified in the Allocation Notice, and such other documents as each Applicants or the directors may reasonably require to show good title to such number of Sale Shares being transferred, or to enable each Applicant to be registered as the holder of such number of Sale Shares being transferred; and
- (c) the relevant share certificate(s) (or an indemnity in lieu thereof in such form reasonably satisfactory to the directors in respect of any lost share certificate) in respect of the Sale Shares.

36.16 If the Seller fails to comply with article 36.15:

- (a) one of the directors (or some other person nominated by a resolution of the directors) may, as agent and attorney on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the repurchase by the Company of the Sale Shares and/or the transfer of the relevant Sale Shares;
 - (ii) receive the Transfer Price and give good discharge for it (and, if applicable, no Applicant shall be obliged to see the distribution of the Transfer Price); and
 - (iii) if a transfer of Sale Shares, subject to the relevant instrument of transfer of such Sale Shares being duly stamped, enter the relevant Applicant in the register of members as the holder of the Sale Shares purchased by him; and
- (b) (subject always to the Company receiving payment from each relevant Applicant), the Company shall pay the aggregate Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his share certificate(s) (or an indemnity in lieu thereof in such form reasonably satisfactory to the directors in respect of any lost share certificate) for the Sale Shares together, in either case, with such other evidence (if any) as the directors may reasonably require to prove good title to those Sale Shares, to the Company.

36.17 If any Applicant fails to pay the Transfer Price payable by him on the due date, without prejudice

to any other remedy which the Seller may have, the outstanding balance of that Transfer Price shall accrue interest at a rate equal to 4% (four percent) per annum above the base rate set by the Monetary Policy Committee of the Bank of England from time to time.

- 36.18 Where a Transfer Notice lapses pursuant to article 36.13(b) or an Allocation Notice does not relate to all the Sale Shares, then (subject always to article 36.19) the Seller may, at any time during the forty Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Sale Shares (in the case of a lapsed offer) or the remaining balance of the Sale Shares (as the case may be) to the third-party buyer identified in the Transfer Notice (if any) at a price per share at least equal to the Transfer Price. The Seller shall not be permitted to transfer the Sale Share or the remaining balance of the Sale Shares to a third party buyer if that third party buyer was not identified in the original Transfer Notice. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 36.18 shall continue to be subject to any Minimum Transfer Condition.
- 36.19 The Seller's right to transfer the Sale Shares or the remaining balance of the Sale Shares under article 36.18 does not apply if the directors reasonably consider that:
- (a) the transferee is a person (or a nominee for a person) who is a competitor with the business of the Company; or
 - (b) the sale of the Sale Shares or the remaining balance of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance of the transferee; or
 - (c) the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the directors to enable them to form the option mentioned in article 36.19(b).

37. SHARE TRANSFERS: PERMITTED TRANSFERS

- 37.1 A member may transfer all or any of his shares to any person with the prior written consent of all the Major Shareholders.
- 37.2 Notwithstanding article 37.1, an Original Shareholder may transfer all or any of his shares to a Permitted Transferee.
- 37.3 A shareholder holding shares as a result of:
- (a) a transfer by an Original Shareholder under article 37.2; or
 - (b) a transfer by a Permitted Transferee of an Original Shareholder in accordance with article 37.6, article, 37.7 or article 37.8,
- may, subject to article 37.5, transfer any or all such shares back to that Original Shareholder (or to one or more other Permitted Transferees of that Original Shareholder) without restriction as to price or otherwise.
- 37.4 Where shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to:
- (a) the Original Shareholder;

- (b) any Privileged Relation(s) of the Original Shareholder;
- (c) subject to article 37.5, the trustee(s) of another Family Trust of which the Original Shareholder is the settlor; or
- (d) subject to article 37.5, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust,

without any price or other restriction.

37.5 A transfer of shares may only be made to the trustee(s) of a Family Trust if the Major Shareholders are satisfied:

- (a) with the terms of the trust instrument and, in particular, with the powers of the trustee(s);
- (b) with the identity of the proposed trustee(s);
- (c) that the proposed transfer will not result in 50% or more of the aggregate of the Voting Shares being held by the trustee(s) of that and any other trusts; and
- (d) that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company (unless the directors of the Company have consented to such costs being borne by the Company).

37.6 If a Permitted Transfer has been made to a Privileged Relation of an Original Shareholder, that Privileged Relation shall, within twenty Business Days of ceasing to be a Privileged Relation of that Original Shareholder (whether by reason of ceasing to live together as husband and wife (within the meaning of section 58 of the Taxation of Chargeable Gains Act 1992), divorce, dissolution of a civil partnership or otherwise, but not by reason of death), execute and deliver to the Company a transfer of those shares held by him, with the price restricted to such sum being not more than the nominal value paid up on such shares, to such person(s) as required in accordance with article 37.9.

37.7 In relation to a Privileged Relation (other than a joint holder) holding shares pursuant to a Permitted Transfer from an Original Shareholder, on the occurrence of:

- (a) the Privileged Relation's death;
- (b) the Privileged Relation suffering a Bankruptcy Event; or
- (c) the Privileged Relation lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding,

that Privileged Relation, his personal representatives, his trustee(s) in bankruptcy, his attorney(s) or otherwise (as the case may be) shall, within twenty Business Days after the grant of probate, the making of the bankruptcy order or the determination of lack of capacity (as the case may be), execute and deliver to the Company a transfer of those shares, with the price restricted to such sum being not more than the nominal value paid up on such shares, to such person(s) as required in accordance with article 37.9.

37.8 If a Permitted Transfer has been made to the trustee(s) of a Family Trust, the trustee(s) of that Family Trust shall within twenty Business Days of that Family Trust ceasing to be wholly for the benefit of the Original Shareholder and/or the Original Shareholder's Privileged Relations

execute and deliver to the Company a transfer of those shares held by them or the Family Trust, with the price restricted to such sum being not more than the nominal value paid up on such shares, to such person(s) as required in accordance with article 37.9:

37.9 Any transfer of those shares pursuant to articles 37.6, 37.7 or 37.8 shall be in favour of:

- (a) the Original Shareholder, if still living (and where the Original Shareholder is not himself the subject of a Bankruptcy Event); or
- (b) if so directed by the Original Shareholder, subject to article 37.5, in favour of one or more other Permitted Transferees of that Original Shareholder; or
- (c) if the Original Shareholder is not still living (or where the Original Shareholder is himself the subject of a Bankruptcy Event), subject to article 37.5, in favour of one or more other Permitted Transferees of that Original Shareholder (as determined by the directors).

37.10 If any person(s) (being a Privileged Relation of an Original Shareholder who has ceased to be a Privileged Relation of that Original Shareholder, a Privileged Relation's personal representatives, trustee(s) in bankruptcy, attorney(s) or otherwise, or the trustee(s) of a Family Trust which ceases to be wholly for the benefit of the Original Shareholder and/or the Original Shareholder's Privileged Relations) default in executing and delivering to the Company a transfer of those shares held by them or the Family Trust in accordance with, as applicable, articles 37.6, 37.7 or 37.8, such person(s) shall be deemed to have given a Transfer Notice in respect of such shares in accordance with article 38.1.

38. SHARE TRANSFERS: COMPULSORY

38.1 Any person holding shares is deemed to have served a Transfer Notice (a **Deemed Transfer Notice**) under article 36.2 immediately before any of the following events (each a **Compulsory Transfer Event**):

- (a) in default of articles 37.6, 37.7 or 37.8, the shareholder ceasing to be a Privileged Relation of that Original Shareholder (whether by reason of ceasing to live together as husband and wife (within the meaning of section 58 of the Taxation of Chargeable Gains Act 1992), divorce, dissolution of a civil partnership or otherwise, but not by reason of death); or
- (b) if a person, the shareholder's death; or
- (c) if a person, the shareholder suffering a Bankruptcy Event; or
- (d) if a company, the passing of a resolution for the liquidation of the shareholder (other than a solvent liquidation for the purpose of the reconstruction or amalgamation in which a new company assumes (and is capable of assuming) all the obligations of the shareholder, provided that such reconstruction or amalgamation does not result in a transfer of the shareholder's shares in the Company to any person other than a Permitted Transferee); or
- (e) if a company, the presentation at court by any competent person of a petition for the winding up of the shareholder; or
- (f) if a company, the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an

administrator to the shareholder or an application for an administration order in respect of the shareholder; or

- (g) if a company, any step being taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
- (h) if a company, the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
- (i) in the case of the events set out in articles 38.1(c), 38.1(d), 38.1(e), 38.1(f), 38.1(g), or 38.1(h) above, any competent person taking any analogous step in any jurisdiction; or
- (j) the shareholder (or, if a company, any Employee who directly or indirectly controls such shareholder or, if a trust, any Employee who is a beneficiary of, or whose spouse, civil partner, son(s) or daughter(s) (including step-children) are beneficiaries of, such trust) lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the Company or his shareholding; or
- (k) the shareholder (or, if a company, any Employee who directly or indirectly controls such shareholder or, if a trust, any Employee who is a beneficiary of, or whose spouse, civil partner, son(s) or daughter(s) (including step-children) are beneficiaries of such trust) having a disqualification order made against him under the Company Directors Disqualification Act 1986; or
- (l) the shareholder (or, if a company, any Employee who directly or indirectly controls such shareholder or, if a trust, any Employee who is a beneficiary of, or whose spouse, civil partner, son(s) or daughter(s) (including step-children) are beneficiaries of such trust) being employed, engaged or interested in any person that is or would be in competition with any part of the Company's business as carried on from time to time (save that this article 38.1(l) shall not prevent a shareholder from holding for investment purposes only any units of any authorised unit trust or not more than 5% of any class of shares or securities of any company traded on a recognised investment exchange (within the meaning of the Financial Services and Markets Act 2000)).

38.2 Notwithstanding any other provisions of these Articles, the **Transfer Price** in respect of a Compulsory Transfer Event shall:

- (a) where a Deemed Transfer Notice has been served following a Compulsory Transfer Event as set out in articles 38.1(a), 38.1(c), 38.1(d), 38.1(e), 38.1(f), 38.1(g), 38.1(h), 38.1(i), 38.1(k) or 38.1(l), be restricted to the Issue Price of such Sale Shares; and
- (b) where a Deemed Transfer Notice has been served following a Compulsory Transfer Event as set out in article 38.1(b) or article 38.1(j), be the aggregate Fair Value of such Sale Shares.

38.3 If any Minor Shareholder becomes a Departing Employee (or, in respect of a Minor Shareholder who is not a person: (i) if a company, any Employee who directly or indirectly controls such Minor Shareholder becomes a Departing Employee, or (ii) if a trust, any Employee who is a beneficiary of, or whose spouse, civil partner, son(s) or daughter(s) (including step-children) are beneficiaries of, such trust becomes a Departing Employee) he is deemed to have served a Transfer Notice (a **Deemed Transfer Notice**) on the relevant Termination Date in respect of

all Relevant Shares (a **Compulsory Employee Transfer**) and any Transfer Notice served in respect of any of such Relevant Shares before the date such Employee becomes a Departing Employee shall automatically lapse. The directors may (acting with the prior written consent of the Major Shareholders), prior to or within twenty Business Days after the relevant Termination Date, direct in writing that a Deemed Transfer Notice shall not have been served in respect of any particular Relevant Shares.

38.4 Notwithstanding any other provisions of these Articles, the **Transfer Price** in respect of a Compulsory Employee Transfer shall, where the Departing Employee is:

- (a) a Bad Leaver, be a sum equivalent to 30% of the aggregate Fair Value of such Sale Shares;
- (b) an Early Leaver, be a sum equivalent to 70% of the aggregate Fair Value of such Sale Shares; and
- (c) a Good Leaver, be the aggregate Fair Value of such Sale Shares.

38.5 Notwithstanding the provisions of article 38.4, the Major Shareholders may, by notice in writing served on the Company and the relevant Seller pursuant to a Compulsory Employee Transfer, direct that some higher (but not lower) Transfer Price shall apply to any Deemed Transfer Notice served in respect of any particular Relevant Shares than would otherwise be the case subject to article 38.4.

38.6 Forthwith upon a Transfer Notice being deemed to be served under article 38.1(a), 38.1(c), 38.1(d), 38.1(e), 38.1(f), 38.1(g), 38.1(h), 38.1(i), 38.1(k) or 38.1(l) the shares subject to the relevant Deemed Transfer Notice shall cease to confer on the holder of them any rights:

- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares;
- (b) to receive dividends or other distributions otherwise attaching to those shares; or
- (c) to participate in any future issue of shares.

38.7 The directors may reinstate the rights referred to in article 38.6 at any time and, in any event, such rights shall be reinstated in respect of any shares transferred pursuant to article 38.1(a), 38.1(c), 38.1(d), 38.1(e), 38.1(f), 38.1(g), 38.1(h), 38.1(i), 38.1(k) or 38.1(l) on completion of such transfer.

38.8 A Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a) the Deemed Transfer Notice does not contain a Minimum Transfer Condition;
- (b) the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the shares held by him (including any shares acquired after the date the Deemed Transfer Notice is given but before completion of the transfer of shares pursuant to the relevant Deemed Transfer Notice);
- (c) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares; and
- (d) the Seller does not have a right to withdraw the Deemed Transfer Notice following valuation.

39. FAIR VALUE

39.1 **Fair Value** shall be the price per share as determined in writing by the Valuer on the basis of:

- (a) determining the **Equity Value** of the Company, which shall be calculated on the following bases and assumptions:
 - (i) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (ii) the sale is of the entire issued share capital of the Company;
 - (iii) the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - (iv) the shares are sold free of all encumbrances;
 - (v) the sale is taking place on the date the Valuer was requested to determine the Fair Value;
 - (vi) adding (without double counting) all the Group's cash in hand and cash standing to the credit of any account with a bank or other financial institution (but subject always to the Group maintaining adequate working capital);
 - (vii) deducting (without double counting) all the Group's borrowings from any bank, financial institution or other entity, any indebtedness arising under any bond, note, loan stock, debenture or similar instrument, any indebtedness for monies borrowed or raised which have the commercial effect of borrowing, and all unpaid accrued interest on any such borrowings; and
 - (viii) to take account of any other factors that the Valuer reasonably believe should be taken into account;

then

- (b) determining the **Share Class Value**, which shall be the value calculated as due to each class of share after the application of the order of priority set out in article 29.1, calculated in accordance with article 29.2 and 29.3, save that in calculating the distribution to the Unrestricted Equity Shares in accordance with article 29.1(d), the words '*balance of the Company's assets*' in article 29.1(d) and article 29.2 shall be replaced, for the purposes of any calculation pursuant to this article 39.1(b), with the words '*balance of the determined Equity Value*'; and

then

- (c) valuing each share as a proportion of its Share Class Value without any premium or discount being attributable to the percentage of the issued shares of the same class or of the share capital of the Company they represent or for the rights or restrictions applying to the shares.

39.2 The Valuer shall be requested to determine the Fair Value of the Unrestricted Equity Shares within twenty Business Days of their appointment and to notify the Company and the Seller in writing of their determination by delivering in writing to the Company and the Seller a statement setting out in reasonable detail:

- (a) its calculation of the Equity Value;
- (b) its calculation of each Profit Centre's profit and the aggregate profit of all the Profit Centres;
- (c) its calculation of each Share Class Value; and
- (d) its calculation of the Fair Value.

39.3 In determining Fair Value, the Valuer shall act as expert and not as arbitrator and its written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud).

39.4 The cost of obtaining the Valuer's valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuer directs unless the Seller withdraws the relevant Transfer Notice in accordance with article 36.6 in which case the Seller shall bear the cost.

40. EXPERT DETERMINATION

40.1 In the event of any dispute between the Company and shareholders as to the calculations pursuant to either article 29.2 or 29.3, the Company (acting with the prior written consent of the Major Shareholders (excluding, if applicable, the Seller) (such consent not to be unreasonably withheld or delayed)) shall, as soon as reasonably possible, agree the identity of the person to be appointed as the Expert and agree terms of appointment with the Expert. In the event of any default pursuant to this article 40, any shareholder shall be entitled to request the President for the time being of the Institute of Chartered Accountants of England and Wales to appoint the Expert and to agree their terms of appointment on behalf of the Company.

40.2 Except for any procedural matters, or as otherwise expressly provided in this article 40.2, the scope of the Expert's determination shall be limited to determining:

- (a) whether the relevant calculation have been made in accordance with the requirements of the applicable article;
- (b) whether any errors have been made in the relevant calculation; and
- (c) any consequential adjustments, corrections or modifications that are required for the relevant calculation to have been prepared, and the calculations to have been made in accordance with the requirements of the applicable article.

40.3 Each shareholder shall co-operate with the Expert and shall provide (and shall procure that the Company and each subsidiary provides) such assistance and access to such documents, personnel, books and records as the Expert may reasonably require for the purpose of making their determination.

40.4 To the extent not provided for in this article 40, the Expert may in its reasonable discretion determine such other procedures to assist with the conduct of its determination as they consider just or appropriate including (to the extent it considers necessary) instructing professional advisers to assist in reaching their determination.

40.5 The Expert shall be required to make its determination in writing (including the reasons for the

determination) and to provide a copy to the Company and each shareholder as soon as reasonably practicable and in any event within twenty Business Days of its appointment.

- 40.6 The Expert shall act as an expert and not as an arbitrator. Save in the event of manifest error or fraud the Expert's determination of any matters referred in accordance with this article 40 shall be final and binding on the Company and the shareholders.
- 40.7 If an appointed Expert dies or becomes unwilling or incapable of acting, or does not deliver their determination within the period required by this article 40:
- (a) the Company may apply to the President for the time being of the Institute of Chartered Accountants of England and Wales to discharge the appointed Expert and to appoint a replacement Expert; and
 - (b) this article 40 shall apply in relation to each and any replacement Expert as if they were the first Expert appointed.
- 40.8 Each shareholder shall act reasonably and co-operate to give effect to the provisions of this article 40 and shall not do anything to hinder or prevent the Expert from reaching their determination.
- 40.9 The Expert's fees and any costs or expenses incurred in making its determination (including the fees and costs of any advisers appointed by the Expert) shall be borne as the Expert directs.

41. DRAG ALONG

- 41.1 If Major Shareholders holding not less than 60% in nominal value of the Unrestricted Equity Shares in issue from time to time (**Selling Shareholders**) wish to transfer all or some of their shares (**Drag Shares**) to a bona fide purchaser on arm's-length terms (**Proposed Buyer**), the Selling Shareholders shall have the option (a **Drag Along Option**) to require all the other holders of shares on the date of the request (**Called Shareholders**) to sell and transfer all their interest in shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this article 41.
- 41.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect to each Called Shareholder (**Drag Along Notice**) at any time before the completion of the transfer of the Drag Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their shares (**Called Shares**) pursuant to this article 41;
 - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
 - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Drag Shares of the same class of each of the Called Shares (and, if any of the Called Shares are not of the same class of any of the Drag Shares, the consideration payable shall be determined pursuant to the rights set out in article 29); and
 - (d) the proposed date of completion of transfer of the Called Shares.

- 41.3 Once given, a Drag Along Notice may not be revoked. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Drag Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within ninety Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 41.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 41.
- 41.5 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Drag Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders otherwise agree; or
 - (b) that date is less than five Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place ten Business Days after the date of service of the Drag Along Notice.
- 41.6 Within ten Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Called Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Called Shares (or an indemnity in lieu thereof in such form reasonably satisfactory to the directors in respect of any lost share certificate) to the Company. On the expiration of that ten Business Day period (or such later date, subject to article 41.7) the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 41.7 To the extent that the Proposed Buyer has not, on the expiration of the ninety Business Day period, put the Company in funds to pay the amounts due to the Called Shareholders, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or an indemnity in lieu thereof in such form reasonably satisfactory to the directors in respect of any lost share certificate) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 41 in respect of their Called Shares.
- 41.8 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of shares under this article 41.

42. TAG ALONG

- 42.1 The provisions of article 42.2 to article 42.5 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any shares which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company (**Proposed Transfer**) PROVIDED THAT this article 42 shall not apply in respect of any transfer of shares between the Major Shareholders, regardless of whether such transfer results in a Major Shareholder acquiring a Controlling Interest.
- 42.2 Before making a Proposed Transfer, the Seller(s) shall procure that the Buyer makes an offer (**Offer**) to the other shareholders to purchase all of the shares held by them for a consideration in cash per share that is equal to the price per share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, for shares of the same class of each of the shares subject to the Proposed Transfer (and, if any of the shares are not of the same class of any of the shares subject to the Proposed Transfer, the consideration payable shall be determined pursuant to the rights set out in article 29) (**Specified Price**).
- 42.3 The Offer shall be made by written notice (**Offer Notice**), at least ten Business Days before the proposed date for the Proposed Transfer (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the Specified Price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of shares proposed to be purchased by the Buyer (**Offer Shares**).
- 42.4 If the Buyer fails to make the Offer to all of the persons listed in article 42.2 in accordance with article 42.2 and article 42.3, the Seller(s) shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of shares effected in accordance with the Proposed Transfer.
- 42.5 If the Offer is accepted by any shareholder (**Accepting Shareholder**) in writing within ten Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.

43. TRANSMISSION OF SHARES

- 43.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 43.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require may, subject to the other provisions of these Articles, choose either to become the holder of those shares or to have them transferred to another person.
- 43.3 If title to any share passes to a transmittee or is subsequently transferred to another person pursuant to article 43.2, the relevant shares shall cease to confer on the holder of them any rights:

- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares; and
- (b) to receive dividends or other distributions otherwise attaching to those shares; and

44. EXERCISE OF TRANSMITTEES' RIGHTS

- 44.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 44.2 If the transmittee wishes to have a share transferred to another person, subject to the other provisions of these Articles, the transmittee must execute an instrument of transfer in respect of it.
- 44.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

45. TRANSMITTEES BOUND BY PRIOR NOTICES

- 45.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 44.2, has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

46. PROCEDURE FOR DECLARING DIVIDENDS

- 46.1 The Company may by ordinary resolution of the Voting Shareholders declare dividends, and the directors may decide to pay interim dividends.
- 46.2 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.
- 46.3 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 46.4 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.
- 46.5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 46.6 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.

47. RECORD DATE

- 47.1 Notwithstanding any other provision of these Articles, but without prejudice to the rights attached to any shares and subject always to the Act, the Company or the directors may by resolution specify any date (**Record Date**) as the date at the close of business (or such other time as the directors may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular. Such Record Date may be before, on or after the date on which the dividend, distribution, interest, allotment, issue, notice, information, document or circular is declared, made, paid, given, or served.
- 47.2 In the absence of a Record Date being fixed, entitlement to any dividend, distribution, interest, allotment, issue, notice, information, document or circular shall be determined by reference to the date on which the dividend is declared, the distribution, allotment or issue is made or the notice, information, document or circular made, given or served.

48. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 48.1 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:
- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
 - (b) 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 in writing;
 - (c) 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
 - (d) any other means of payment as the directors agree with the distribution recipient in writing.
- 48.2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

49. NO INTEREST ON DISTRIBUTIONS

- 49.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

50. UNCLAIMED DISTRIBUTIONS

50.1 All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

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

50.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) 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.

51. NON-CASH DISTRIBUTIONS

51.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution of the Voting Shareholders 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).

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

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

52. WAIVER OF DISTRIBUTIONS

52.1 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:

- (a) the share has more than one holder; or
- (b) 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.

53. PURCHASE OF OWN SHARES

53.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a Financial Year not exceeding the lower of:

- (a) £15,000; and
- (b) the value of 5% of the Company's share capital.

CAPITALISATION OF PROFITS

54. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

54.1 Subject to these Articles, the directors may, if they are so authorised by an ordinary resolution of the Voting Shareholders:

- (a) 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 or merger reserve; and
- (b) 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 (**persons entitled**) and in the same proportions.

54.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

54.3 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.

54.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

54.5 Subject to these Articles, the directors may:

- (a) apply capitalised sums in accordance with articles 54.3 and 54.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all

PART 4
DECISION-MAKING BY SHAREHOLDERS
ORGANISATION OF GENERAL MEETINGS

55. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 55.1 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.
- 55.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) 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.
- 55.3 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.
- 55.4 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.
- 55.5 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.

56. QUORUM FOR GENERAL MEETINGS

- 56.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be three persons present in person or by proxy, including not less than two Major Shareholders, who together hold not less than 60% in nominal value of the Voting Shares in issue from time to time.
- 56.2 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.

57. CHAIRING GENERAL MEETINGS

- 57.1 Whilst he remains appointed as a director, the post of chairman of the general meeting shall be held by William John Thompson. If William John Thompson is not a director, the post of chairman of the general meeting shall be held by rotation at each meeting and shall be held by one of the Major Shareholders and, in such case, the appointment of the chairman of the general meeting must be the first business of the general meeting. The chairman of the meeting may delegate the duties of conducting the general meeting to another Major Shareholder.

57.2 The person chairing a meeting in accordance with this article is referred to as '**the chairman of the meeting**'.

58. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

58.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

58.2 The chairman of the meeting may permit other persons who are not:

- (a) shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

59. ADJOURNMENT

59.1 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.

59.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) 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.

59.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

59.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

59.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

59.6 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

60. VOTING: GENERAL

- 60.1 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.
- 60.2 On a vote on a resolution on a show of hands at a general meeting every shareholder (whether present in person or one of more Qualifying Representatives) has one vote.
- 60.3 On a vote on:
- (a) a resolution on a poll taken at a general meeting; or
 - (b) a written resolution,
- every shareholder has one vote in respect of each share held by him.

61. ERRORS AND DISPUTES

- 61.1 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.
- 61.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

62. POLL VOTES

- 62.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 62.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 62.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 62.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

63. CONTENT OF PROXY NOTICES

- 63.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- (a) states the name and address of the shareholder appointing the proxy;

- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with these Articles not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

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

63.3 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.

63.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

64. DELIVERY OF PROXY NOTICES

64.1 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.

64.2 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.

64.3 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.

64.4 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.

65. AMENDMENTS TO RESOLUTIONS

65.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person

entitled to vote at the general meeting at which it is to be proposed not less than forty-eight hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

65.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

65.3 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.

PART 5
ADMINISTRATIVE ARRANGEMENTS

66. MEANS OF COMMUNICATION TO BE USED

- 66.1 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 the Act to be sent or supplied by or to the Company.
- 66.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and
 - (c) if properly addressed and sent or supplied by electronic means, twenty-four hours after the document or information was sent or supplied,

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 66.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 66.4 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.
- 66.5 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 forty-eight hours.

67. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 67.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Voting Shareholders, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

68. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 68.1 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.

DIRECTORS' INDEMNITY AND INSURANCE

69. INDEMNITY

- 69.1 Subject to article 69.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all 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 including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 69.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 69.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

- 69.3 In this article:

- (a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company.

70. INSURANCE

- 70.1 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.

- 70.2 In this article:

- (a) a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company;

- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.