

Company number 08783696

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

ACTIVE MANAGEMENT SOLUTIONS (4) LIMITED (the "Company")

CIRCULATION DATE: 25 FEBRUARY 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions below are passed as ordinary and special resolutions (the Resolutions)

1 ORDINARY RESOLUTION

THAT the directors are hereby authorised to vote on all resolutions and shall be counted in the quorum of the meeting of directors at which the business to be considered is the entering into of the management agreement between the Company and Ducalian Capital Limited

SPECIAL RESOLUTIONS

2 AUTHORITY TO ALLOT

2 1 THAT, in accordance with section 551 of the Companies Act 2006 (2006 Act), the directors of the Company (Directors) be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £4,050,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date this resolution is passed, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

2 2 This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 551 of the 2006 Act

3 DISAPPLICATION OF PRE-EMPTION RIGHTS

3 1 THAT, in accordance with section 570 of the 2006 Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by resolution 1, as if section 561(1) of the 2006 Act did not apply to any such allotment, provided that this power shall

3 1 1 be limited to the allotment of equity securities up to an aggregate nominal amount of £4,050,000, and

3 1 2 expire on the fifth anniversary of the date this resolution is passed (unless renewed, varied or revoked by the Company prior to or on that date), save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired

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4 NEW ARTICLES OF ASSOCIATION

- 4 1 THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions set out above

The undersigned, being those persons entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolutions set out above.

Director for and on behalf of **DUCALIAN
CAPITAL LIMITED**



Date

25/02/14

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company's registered office or delivering it to a director of the Company
- 2 If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 4 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ACTIVE MANAGEMENT SOLUTIONS (4) LIMITED

(Adopted by Special Resolution passed on 25 February 2014)

1 INTRODUCTION

- 1 1 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 3 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 4 1 any subordinate legislation from time to time made under it, and
- 1 4 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 5 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 6 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 7 Articles 8, 9(1)), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 30(1) and (3), 44(2), 49 52 and 53 of the Model Articles shall not apply to the company
- 1 8 Article 7 of the Model Articles shall be amended by
- 1 8 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1 8 2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

- 1 9 Article 30(4) of the Model Articles shall be amended so that the words " shareholders' resolution to declare or" shall be deleted
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)] and the secretary" before the words "properly incur"
- 1 11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 22," after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 14 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

2 DEFINITIONS

In these Articles the following words and expressions shall have the following meanings

"2006 Act" means the Companies Act 2006 (as amended from time to time),

"Accountants" means the accountants of the Company from time to time,

"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),

"appointor": has the meaning given in article 12(1),

"Articles" means the company's articles of association for the time being in force,

"Associate" in relation to any person means

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined),
- (b) any Member of the same Group,
- (c) any Member of the same Fund Group,

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday),

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnerships Act 2004) of the Shareholder,

"Company" means Active Management Solutions (3) Limited,

"Controlling Interest" means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 840 of ICTA,

"Date of Adoption" means the date on which these Articles were adopted,

"Director(s)" means a director or directors of the Company from time to time,

"electronic address" has the same meaning as in section 33 of the 2006 Act,

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the 2006 Act,

"eligible director" means 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),

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law),

"Expert Valuer" is as determined in accordance with Article 8,

"Fair Value" is as determined in accordance with Article 8,

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons,

"Financial Institution" any Financial Services Authority registered financial investor (or a financial investor registered with the equivalent body or authority in the country of the relevant financial investor's principal place of business),

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities,

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly,

"hard copy form" has the same meaning as in section 1168 of the 2006 Act,

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company immediately prior to such transfer,

"ICTA" means the Income and Corporation Taxes Act 1988,

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003,

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

"a Member of the same Fund Group" means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an "Investment Fund") or a nominee of that person

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business),
- (b) any Investment Fund managed by that Fund Manager,
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager, or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa,

"a Member of the same Group" means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking,

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, Shares, issued by the Company after the Date of Adoption,

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares,

"Ordinary Shares" means the ordinary shares of £1 00 each in the capital of the Company,

"Permitted Transfer" means a transfer of Shares in accordance with Article 5 8,

"Permitted Transferee" means

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations or Trustees,
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the 2006 Act) means any Member of the same Group,
- (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group,

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 7 6,

"Privileged Relation" in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue),

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an offer on arm's length terms,

"Proposed Seller" means any person proposing to transfer any Shares,

"Relevant Interest" has the meaning set out in Article 22 4,

"Sale Shares" has the meaning set out in Article 7 2 1 of these Articles,

"Seller" has the meaning set out in Article 7 2 of these Articles,

"Shareholder" means any holder of any Shares,

"Shareholder Majority" means Shareholders holding 75% in number of those of the issued Shares,

"Shareholder Majority Consent" means the prior written consent of the Shareholder Majority,

"Shares" means the Ordinary Shares in issue from time to time,

"Subscription Price" means the price paid (or the cash equivalent) (in each case including any premium for the relevant Shares upon subscription thereof)

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the meanings set out in the 2006 Act,

"Transfer Notice" shall have the meaning given in Article 7 2,

"Transfer Price" shall have the meaning given in Article 7 2 3,

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust

3 VOTES IN GENERAL MEETING

3 1 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company

3 2 Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him

4 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

4 1 Subject to the remaining provisions of this Article 4, the Directors are generally and unconditionally authorised for the purpose of section 551 of the 2006 Act to exercise any power of the Company to

4 1 1 offer, allot or grant rights to subscribe for,

4 1 2 convert securities into, or

4 1 3 otherwise deal in, or dispose of,

any Shares or any other relevant securities in the Company to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that

- (1) this authority shall be limited to an aggregate (whenever allotted) of 4,050,000 Ordinary Shares,
- (2) this authority shall only apply insofar as the Company in general meeting has not waived or revoked it,
- (3) this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority (and the Directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired)

4 2 In accordance with 567(1) of the 2006 Act, sections 561(1) and 562(1) to (5) (inclusive) of the 2006 Act do not apply to an allotment of equity securities made by the Company

4 3 Unless otherwise agreed by a special resolution passed in general meeting or as a written resolution passed in accordance with part 13 of the 2006 Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to the Ordinary Shareholders on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Ordinary Shares held by those holders (as nearly as may be without involving fractions) The offer

4 3 1 shall be in writing, give details of the number and subscription price of the New Securities, and

4 3 2 may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Securities**") for which they wish to subscribe

4 4 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 4 3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 4 3 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 4 3 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and after that allotment, any Excess Securities remaining shall be offered, subject to Article 5 6, to any other person as the Directors determine at the same price and on the same terms as the offer to the Shareholders

4 5 The provisions of Articles 4 3 to 4 4 shall not apply to

4 5 1 New Securities issued in consideration of the acquisition by the Company of any company or business which has a Shareholder Majority Consent, and

- 4 5 2 New Securities which the Shareholder Majority have agreed in writing should be issued without complying with the procedure set out in this Article 4

5 TRANSFERS OF SHARES – GENERAL

- 5 1 In Articles 5 to 11 inclusive, reference to the transfer of a Share includes the transfer or assignment 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
- 5 2 No Share may be transferred unless the transfer is made in accordance with these Articles
- 5 3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him
- 5 4 Any transfer of a Share by way of sale which is required to be made under Articles 7 to 11 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee
- 5 5 The Directors may, as a condition to the registration of any transfer of Shares (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 5 7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 5 6 To enable the Directors to determine whether or not there has been any disposal of Shares (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in writing of that fact and the following shall occur
- 5 6 1 the relevant Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights
- 5 6 1 1 to vote whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question), or

5 6 1 2 to receive dividends or other distributions otherwise attaching to those Shares or to any further Shares issued in respect of those Shares, and

5 6 2 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder

The rights referred to in 5 6 1 above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in 5 6 2 above

5 7 In any case where the Board may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that

5 7 1 the Transfer Price for the Sale Shares will be as agreed between the Board (any director with whom the Seller is connected (within the meaning of section 252 of the 2006 Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares,

5 7 2 it does not include a Minimum Transfer Condition (as defined in Article 7 2 4)), and

5 7 3 the Seller wishes to transfer all of the Shares held by it

5 8 Permitted Transfers

5 9 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise

5 10 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise

5 11 No transfer of Shares may be made to Trustees unless the Board is satisfied

5 11 1 with the terms of the trust instrument and in particular with the powers of the trustees,

5 11 2 with the identity of the proposed trustees,

5 11 3 the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and

5 11 4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

- 5 12 If a company to which a Share has been transferred under Article 6 2 ceases to be a Qualifying Company, it must within five Business Days of so ceasing transfer the Shares held by it to the Trustees or to a Qualifying Company (any may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares
- 5 13 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either
- 5 13 1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- 5 13 2 give a Transfer Notice to the Company in accordance with Article 7 2,
- failing which he shall be deemed to have given a Transfer Notice
- 5 14 On the death, bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice
- 5 15 A transfer of any Shares approved by the Shareholder Majority may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors

6 PERMITTED TRANSFERS

- 6 1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise
- 6 2 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise
- 6 3 No transfer of Shares may be made to Trustees unless the Board is satisfied
- 6 3 1 with the terms of the trust instrument and in particular with the powers of the trustees,
- 6 3 2 with the identity of the proposed trustees,

- 6 3 3 the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and
- 6 3 4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company
- 6 4 If a company to which a Share has been transferred under Article 6 2 ceases to be a Qualifying Company, it must within five Business Days of so ceasing transfer the Shares held by it to the Trustees or to a Qualifying Company (any may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares
- 6 5 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either
- 6 5 1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- 6 5 2 give a Transfer Notice to the Company in accordance with Article 7 2,
- failing which he shall be deemed to have given a Transfer Notice
- 6 6 On the death, bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice
- 6 7 A transfer of any Shares approved by the Shareholder Majority may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors
- 7 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS**
- 7 1 Save where the provisions of Articles 6 or any of Articles 9 to 11 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 7
- 7 2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying
- 7 2 1 the number of Shares which he wishes to transfer (the "**Sale Shares**"),

- 7 2 2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- 7 2 3 the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (the "**Transfer Price**")), and
- 7 2 4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**")
- 7 3 No Transfer Notice once given or deemed to have been given under these Articles may be withdrawn other than with Shareholder Majority Consent
- 7 4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price
- 7 5 As soon as practicable following the later of
 - 7 5 1 receipt of a Transfer Notice, and
 - 7 5 2 in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under Articles 8 or 10,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 7 6 to 7 8 Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered

7 6 ***Priority for offer of Sale Shares***

Subject to Article 10 2, the Company shall offer the Sale Shares to the Ordinary Shareholders on a pro rata basis to the number of Shares held by those holders (as nearly as may be without involving factions)

7 7 ***Transfers: First Offer***

- 7 7 1 The Board shall offer the Sale Shares pursuant to the Priority Rights to all shareholders specified in the offer other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy
- 7 7 2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Articles 7 7 and 7 8 will be conditional on the fulfilment of the Minimum Transfer Condition
- 7 7 3 If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum

number of Sale Shares which he has stated he is willing to buy

7 7 4 If not all Sale Shares are allocated in accordance with Article 7 7 3 but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Article 7 7 3

7 7 5 If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Initial Surplus Shares**") will be dealt with in accordance with Article 7 8

7 8 ***Transfers: Second Offer***

7 8 1 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) (the "**Second Offer Period**") for the maximum number of the Initial Surplus Shares they wish to buy

7 8 2 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied during the Second Offer Period for Initial Surplus Shares but no allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy

7 8 3 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Second Surplus Shares**") will, provided that they are not Shares in respect of which a Transfer Notice was deemed to have been given pursuant to Articles 9 or 10, be offered to any other person in accordance with 7 9 5

7 9 ***Completion of transfer of Sale Shares***

7 9 1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Articles 7 7 and 7 8 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

7 9 2 If

7 9 2 1 the Transfer Notice does not include a Minimum Transfer Condition, and

- 7 9 2 2 allocations have been made in respect of all the Sale Shares,
- the Board shall, when no further offers are required to be made under Articles 7 7 and 7 8, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares
- 7 9 3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it
- 7 9 4 If the Seller fails to comply with the provisions of Article 7 9 3
- 7 9 4 1 the Chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller
- 7 9 4 1 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
- 7 9 4 1 2 receive the Transfer Price and give a good discharge for it, and
- 7 9 4 1 3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them, and
- 7 9 4 2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate)
- 7 9 5 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 7 9 6, the Seller may, within eight weeks after service of the Allocation Notice, transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Second Surplus Shares shall continue to be subject to any Minimum Transfer Conditions
- 7 9 6 The right of the Seller to transfer Shares under Article 7 9 5 shall not apply to any Shares in respect of which a Transfer Notice was deemed to have been given pursuant to Articles 9 or 10 in circumstances where
- 7 9 6 1 the transferee is a person (or a nominee for a person) who is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company,

7 9 6 2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

7 9 6 3 the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above

7 10 ***Waiver of restrictions***

The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such Shares offered to them in accordance with this Article

8 **VALUATION OF SHARES**

8 1 If a Transfer Notice does not specify a Transfer Price or, subject to Article 5 7, if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board shall either

8 1 1 appoint expert valuers in accordance with Article 8 3 (the "**Expert Valuers**") to certify the Fair Value of the Sale Shares, or (if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks)

8 1 2 specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice

8 2 The Board shall appoint Expert Valuers to certify the Fair Value of any Ordinary Shares

8 3 The Expert Valuers will be either

8 3 1 the Accountants, or

8 3 2 an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either the Board and the Seller

8 4 The "**Fair Value**" of the Sale Shares or any Shares valued pursuant to Article 8 2 shall be determined by the Expert Valuer on the following assumptions and bases

8 4 1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,

8 4 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

8 4 3 that the Sale Shares are capable of being transferred without restriction,

- 8 4 4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and
- 8 4 5 reflect any other factors which the Expert Valuers reasonably believe should be taken into account
- 8 5 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit
- 8 6 The Expert Valuers shall be requested to determine the Fair Value within 30 Business Days of their appointment and to notify the Board of their determination
- 8 7 The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- 8 8 The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose
- 8 9 The Expert Valuers shall deliver their certificate to the Company As soon as the Company receives the certificate it shall deliver a copy of it to the Seller Unless the Shares are to be sold under a Transfer Notice which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares
- 8 10 The cost of obtaining the certificate shall be paid by the Company unless
 - 8 10 1 the Seller cancels the Company's authority to sell, or
 - 8 10 2 the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuers is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost

9 **COMPULSORY TRANSFERS – GENERAL**

- 9 1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors
- 9 2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either
 - 9 2 1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or
 - 9 2 2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the

estate of the deceased Shareholder

If either requirement in this Article 9 2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine

- 9 3 If a Shareholder which is a company or a Permitted Transferee of that Shareholder, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder or Permitted Transferee shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and/or such Permitted Transferee save to the extent that, and at a time, the Directors may determine

10 **DRAG ALONG**

- 10 1 If the Shareholder Majority (the relevant number of Shareholders being referred in this Article 10 to as "**Selling Shareholders**") wishes to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article 10
- 10 2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer
- 10 3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 90 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 10 4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares
- 10 5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article
- 10 6 Within five Business Days of the Proposed Purchaser serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company. On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Article 10 4 to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 10 4 shall be a good

discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 10.4 in trust for the Called Shareholders without any obligation to pay interest.

- 10.7 To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the amounts due pursuant to Article 10.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 10 in respect of their Shares.
- 10.8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, put the Company in funds to pay the amounts due pursuant to Article 10.4 for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him pursuant to Article 10.4.
- 10.9 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 7.
- 10.10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

11 TAG ALONG

- 11.1 Except in the case of transfers pursuant to Article 9, and after going through the pre-emption procedure set out in Article 7, the provisions of Article 11.2 and Article 11.3 shall apply if, in one or a series of related transactions, one or more Selling Shareholders propose to transfer any of the Shares (a "**Proposed Transfer**") which would, if carried out, result in any Proposed Purchaser, and any person Acting in Concert with the Proposed Purchaser, acquiring a Controlling Interest in the Company.
- 11.2 Before making a Proposed Transfer, the Selling Shareholders shall procure that the Proposed Buyer makes an offer (an "**Offer**") to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Proposed Purchaser, or any person Acting in Concert with the Proposed Purchaser, in the Proposed Transfer (the "**Specified Price**").

- 11 3 The Offer shall be given by written notice (the "**Offer Notice**"), at least ten Business Days (the "**Offer Period**") before the proposed sale date (the "**Sale Date**") To the extent not described in any accompanying documents, the Offer Notice shall set out
- 11 3 1 the identity of the Proposed Purchaser,
 - 11 3 2 the purchase price and other terms and conditions of payment,
 - 11 3 3 the Sale Date, and
 - 11 3 4 the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Offer Shares**")
- 11 4 If the Proposed Purchaser fails to make the Offer to all holders of Shares in the Company in accordance with article 11 2 and article 11 3, the Selling Shareholders 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
- 11 5 If the Offer is accepted by any Shareholder (the "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders
- 11 6 The Proposed Transfer is subject to the pre-emption provisions of Article 7, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions
- 12 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
- 12 1 Any Director (**appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to
- 12 1 1 exercise that Director's powers, and
 - 12 1 2 carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor
- 12 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors
- 12 3 The notice must
- 12 3 1 identify the proposed alternate, and
 - 12 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice
- 13 NUMBER OF DIRECTORS**
- 13 1 Unless and until the Company in general meeting shall otherwise determine the number of Directors shall be not less than two

14 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

14 1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor

14 2 Except as the Articles specify otherwise, alternate directors

14 2 1 are deemed for all purposes to be Directors,

14 2 2 are liable for their own acts and omissions,

14 2 3 are subject to the same restrictions as their appointors, and

14 2 4 are not deemed to be agents of or for their appointors

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

14 3 A person who is an alternate director but not a Director

14 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

14 3 2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

14 3 3 shall not be counted as more than one Director for the purposes of articles 14 3 1 and 14 3 2

14 4 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible director in relation to that decision)

14 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

15 TERMINATION OF ALTERNATE DIRECTORSHIP

15 1 An alternate director's appointment as an alternate terminates

15 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

15 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,

15 1 3 on the death of the alternate's appointor, or

15 1 4 when the alternate's appointor's appointment as a Director terminates

16 DIRECTORS' BORROWING POWERS

16 1 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party

17 UNANIMOUS DECISIONS

17 1 A decision of the Directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

17 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

17 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

18 CALLING A DIRECTORS' MEETING

18 1 Any Director may call a Directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice

19 QUORUM FOR DIRECTORS' MEETINGS

19 1 Subject to article 19 2, the quorum for the transaction of business at a meeting of Directors is any two eligible directors

19 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 22 to authorise a Director's conflict, if there is only one eligible director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

19 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

19 3 1 to appoint further Directors, or

19 3 2 to call a general meeting so as to enable the shareholders to appoint further Directors

20 CASTING VOTE

20 1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting has a casting vote

20 2 Article 20 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other Director is not an eligible director for the purposes of that meeting (or part of a meeting)

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

21 APPOINTMENT OF DIRECTORS

- 21 1 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

22 DIRECTORS' INTERESTS

22 1 *Specific interests of a Director*

Subject to the provisions of the 2006 Act, and provided (if these Articles so require) that he has declared to the Directors in writing in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind

- 22 1 1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested,
- 22 1 2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested,
- 22 1 3 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company,
- 22 1 4 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested,
- 22 1 5 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested,
- 22 1 6 where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this,
- 22 1 7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or

22 1 8 any other interest authorised by ordinary resolution

22 2 *Interests of which a Director is not aware*

22 2 1 For the purposes of this Article 22, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his

22 3 *Accountability of any benefit and validity of a contract*

22 3 1 In any situation permitted by this Article 22 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit

22 4 *Terms and conditions of Board authorisation*

Any authority given in accordance with section 175(5)(a) of the 2006 Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt

22 4 1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation

22 4 1 1 restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest,

22 4 1 2 restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed, or

22 4 1 3 restricting the application of the provisions in Articles 22 5 and 22 6, so far as is permitted by law, in respect of such Interested Director,

22 4 2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time, and

an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the 2006 Act and this Article 22

22 5 *Director's duty of confidentiality to a person other than the Company*

Subject to Article 22 6 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 22), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required

22 5 1 to disclose such information to the Company or to any Director, or to any

officer or employee of the Company, or

22 5 2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

22 6 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 22 5 shall apply only if the conflict arises out of a matter which falls within Article 22 1 or Article 22 2 or has been authorised under section 175(5)(a) of the 2006 Act

22 7 *Additional steps to be taken by a Director to manage a conflict of interest*

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

22 7 1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered, and

22 7 2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

22 8 *Requirement of a Director is to declare an interest*

Subject to section 182 of the 2006 Act, a Director shall declare the nature and extent of any interest permitted by Article 22 1 or Article 22 2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the 2006 Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest

22 8 1 falling under Article 22 1 7,

22 8 2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or

22 8 3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the 2006 Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles

22 9 *Shareholder approval*

22 9 1 Subject to section 239 of the 2006 Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any

provisions of this Article 22

22 10 For the purposes of this Article 22

- 22 10 1 a conflict of interest includes a conflict of interest and duty and a conflict of duties,
- 22 10 2 the provisions of section 252 of the 2006 Act shall determine whether a person is connected with a Director,
- 22 10 3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified

23 NOTICES

23 1 Subject to the requirements set out in the 2006 Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the 2006 Act, may be given, sent or supplied

- 23 1 1 in hard copy form,
- 23 1 2 in electronic form, or
- 23 1 3 (by the Company) by means of a website (other than notices calling a meeting of Directors),

or partly by one of these means and partly by another of these means

Notices shall be given and documents supplied in accordance with the procedures set out in the 2006 Act, except to the extent that a contrary provision is set out in this Article 23

23 2 ***Notices in hard copy form***

- 23 2 1 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas)
 - 23 2 1 1 to the Company or any other company at its registered office, or
 - 23 2 1 2 to the address notified to or by the Company for that purpose, or
 - 23 2 1 3 in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members, or
 - 23 2 1 4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors, or

- 23 2 1 5 to any other address to which any provision of the Companies Acts (as defined in the 2006 Act) authorises the document or information to be sent or supplied, or
 - 23 2 1 6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in 23 2 1 to 23 2 5 above, to the intended recipient's last address known to the Company
- 23 3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective
 - 23 3 1 if delivered, at the time of delivery,
 - 23 3 2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first
- 23 4 **Notices in electronic form**
 - 23 4 1 Subject to the provisions of the 2006 Act, any notice or other document in electronic form given or supplied under these Articles may
 - 23 4 2 if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address,
 - 23 4 3 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 23 2, or
 - 23 4 4 if sent by such other electronic means (as defined in section 1168 of the 2006 Act) and to such address(es) as the Company may specify
 - 23 4 4 1 on its website from time to time, or
 - 23 4 4 2 by notice (in hard copy or electronic form) to all members of the Company from time to time
- 23 5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective
 - 23 5 1 if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first,
 - 23 5 2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first,
 - 23 5 3 if delivered in an electronic form, at the time of delivery, and
 - 23 5 4 if sent by any other electronic means as referred to in Article 23 4 3, at the time such delivery is deemed to occur under the 2006 Act
- 23 6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or

other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt

23 7 Notice by means of a website

23 7 1 Subject to the provisions of the 2006 Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website

23 8 General

23 8 1 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**") Notice so given shall constitute notice to all the joint holders

23 8 2 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the 2006 Act or otherwise)

24 INDEMNITIES AND INSURANCE

24 1 Subject to the provisions of and so far as may be permitted by, the 2006 Act

24 1 1 every Director or other officer of the Company (excluding the Company's accountants) shall be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the 2006 Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director of the Company or any associated company is indemnified by the Company against

24 1 1 1 any liability incurred by the Director to the Company or any associated company, or

24 1 1 2 any liability incurred by the Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature, or

24 1 1 3 any liability incurred by the Director

24 1 1 3 1 in defending any criminal proceedings in which he is convicted,

24 1 1 3 2 in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the 2006 Act) is given against him, or

24 1 1 3 3 in connection with any application under sections 661(3) or 661(4) or 1157 of the 2006 Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a Director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the 2006 Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such Director without the restrictions in Articles 24 1 1 1, 24 1 1 3 2 and 24 1 1 3 3 applying,

24 1 2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme

24 2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company

25 DATA PROTECTION

25 1 Each of the shareholders and Directors of the Company (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each a "Recipient") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("Recipient Group Companies") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Company's shareholders and directors (from time to time) consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

26 SECRETARY

Subject to the provisions of the 2006 Act, the directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.