

Company No 7581191

**HOLIDAY EXTRAS INVESTMENTS LIMITED**  
**PRIVATE COMPANY LIMITED BY SHARES**

THURSDAY



A06 12/07/2012 #222  
COMPANIES HOUSE

The following resolution was duly passed as a Special Resolution at a meeting of the members of Holiday Extras Investments Limited on Wednesday 27<sup>th</sup> June on 2012

**SPECIAL RESOLUTION**

That the Articles of Association of the Company be altered

by adding "(or interest in shares)" after "whom shares" in the first line of the definition for Permitted Transferee in Article 1 1,

by adding ", subject to article 11 2," after "shares except" in the fourth line of Article 10 2,

by the insertion of the following new Article 11 2 after Article 11 1

"11 2 The beneficial interest (or any part thereof) in any Ordinary Shares may be transferred at any time

- (a) by any Member who is a trustee or nominee of any Employee Share Scheme to an employee or former employee of the Company or any of its Subsidiaries in satisfaction of entitlements arising under an Employee Share Scheme, or
- (b) by any employee or former employee to whom such beneficial interest (or part thereof) was transferred pursuant to article 11 2(a), to any Member who is a trustee or nominee of any Employee Share Scheme "

And renumbering the existing Articles 11 2 to 11 4 consequentially to Articles 11 3 to 11 5

in the newly numbered Article 11 4 by deleting

"11 2" and replacing it with "11 3", and

"11 3" and replacing it with "11 4"

by deleting "11 3" in the first line of Articles 12 1 and replacing it with "11 4",

by deleting "Article 11 1" in the fourth line of Article 12 12 and replacing it with "any other express provisions of these Articles",

by deleting "11 1 and 11 2" in the first line of Article 13 1(a) and replacing it with "11 1, 11 2 and 11 3",

by deleting "11 1 and 11 2" in the seventh line of Article 17 2 and replacing it with "11 1, 11 2, 11 3 and", and

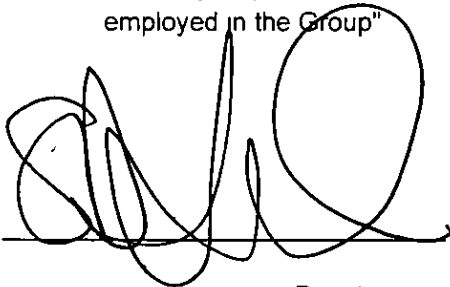
by deleting the existing Article 14 1 and substituting in its place the following

"The Fair Price of any Ordinary Shares for the purposes of these Articles shall, unless the Board and the Transferor shall agree as between themselves otherwise, be determined by the Board and shall be recalculated when the Board sees fit. The Fair Price calculation will be based on what the Directors determine at the relevant time to be an appropriate multiple of earnings discounted for a lack of liquidity, lack of dividends if appropriate and any other factors which the Directors may at the time decide is relevant. The Directors will review the same when they see fit (normally within 3 months after completion of each statutory audit) and, if they so decide, may make such changes thereto as so decided."

by amending Article 1 1 to amend the definition of Employee Share Schemes so as to read

**"Employee Share Schemes** means any schemes to allot, transfer or grant options or rights over or in respect of Ordinary Shares adopted from time to time by the Company to incentivise employees of the Group or such other persons or categories of person as the rules for the time being of such scheme may determine and so that every reference in these Articles in the context of an Employee Share Scheme to **"employee"** or to **"former employee"** and to any cognate expression shall be read and construed as including any such persons or categories of person, whether or not ever employed in the Group"

Signed

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned over a horizontal line.

Director

**Company No. 7581191**

**The Companies Act 2006**

**Private Company Limited by Shares**

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**ARTICLES OF ASSOCIATION**

**of**

**HOLIDAY EXTRAS INVESTMENTS LIMITED**

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**incorporated on 28 March 2011**

**(Adopted by Special Resolution on 26 May 2011 and  
amended by Special Resolution on 27 June 2012)**

**ADDLESHAW GODDARD**

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**The Companies Act 2006**  
**Private Company Limited by Shares**

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**ARTICLES OF ASSOCIATION**  
**of**  
**HOLIDAY EXTRAS INVESTMENTS LIMITED**

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(Adopted by Special Resolution on 26 May 2011 and  
amended by Special Resolution on 27 June 2012)

**1 Interpretation and general**

1.1 In these Articles

**Acceptance** has the meaning given to it in Article 12.7

**Acceptance Period** has the meaning given to it in Article 12.6

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

**Affiliate** means, with respect to any person

- (a) any Connected Person of that person
- (b) any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person and for the purposes of this definition, the term **control** shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise or
- (c) where that person is a partnership, another partner in that partnership or a linked partnership or fund

**Allocation Notice** has the meaning given to it in Article 12.8

**Articles** means these articles of association of the Company as may be amended from time to time

**Auditors** means the auditors of the Company from time to time

**Board** means the board of Directors of the Company from time to time and any duly authorised committee of it

**Business Day** means a day (other than a Saturday or Sunday) on which banks in London are open for general business

**clear days** in relation to a period of notice means that period excluding the day when the notice is given, or deemed to be given, and the day for which it is given or on which it is to take effect

**communication** and **electronic communication** shall have the additional meanings set out in the Act

**Connected Person** means

- (a) in relation to an individual, that individual's spouse, children, parents and siblings
- (b) in relation to the trustee of a trust, a settlor of that trust, or a person who would otherwise be connected with such a person or
- (c) in relation to a company, another company controlled by the same person or persons connected with him or a person who has control of that Company on his own or together with persons connected with him and for the purposes of this definition, the term **control** shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise

**Controlling Interest** means an interest in shares carrying the right to more than 50 per cent for the purpose of Article 13.6 and 39 per cent for the purposes of Articles 12.13, 13.1 to 13.5 of the number of votes which may be cast on a poll at a general meeting of the Company

**Directors** means the directors of the Company appointed pursuant to these Articles

**Due Date** has the meaning given to it in Article 12.10

**EBT** means any Employee Share Scheme that the Board may designate as an EBT for the purpose of these Articles (any such designation being irrevocable)

**electronic** means actuated by electric, magnetic, electro-magnetic, electro-chemical or electromechanical energy

**electronic means** by any manner only capable of being so actuated

**executed** includes any valid mode of execution

**Early Leaver** means any Shareholder other than Mr G Pack, Mrs C Pack, Mr M Pack or the EBT who sells any Shares other than on a Listing or a Sale

**Employee Share Schemes** means any schemes to allot, transfer or grant options or rights over or in respect of Ordinary Shares adopted from time to time by the Company to incentivise employees of the Group or such other persons or categories of person as the rules for the time being of such scheme may determine and so that every reference in these Articles in the context of an Employee Share Scheme to "**employee**" or to "**former employee**" and to any cognate expression shall be read and construed as including any such persons or categories of person, whether or not ever employed in the Group

**Fair Price** means the price determined pursuant to Article 14

**Family Trust** means a trust (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested (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, or may become, 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, or may become, liable to be 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) in any person other than a Member or a Connected Person of a Member or of the former Member who transferred the shares to the settlement or (as the case may be) under whose testamentary disposition or intestacy the shares were vested and that no power or control over the voting powers conferred by such shares is for the time being exercisable by, or subject to the consent of, any person other than the trustees as trustees

**General Meeting** means a general meeting of the Company

**Group** means the Company and its wholly-owned Subsidiaries from time to time and **Group Company** means any one of them

**holder** means, in relation to any shares, the Member whose name is entered in the register of members as the holder of those shares

**Listing** means the admission of the equity share capital of the Company, or any part of it to trading on the Official List of the London Stock Exchange, AIM or on any Recognised Investment Exchange, market or over the counter market anywhere in the world

**Loan Notes** means any (and where the context admits, all) of

- (a) the unsecured subordinated Series A Loan Notes issued by HX Properties Limited (registered in England number 5412229) under the instrument constituting £15,774,972 series A 4 5% Unsecured Loan Notes 2012 dated 16 October 2009 and
- (b) the unsecured subordinated Series B Loan Notes issued by HX Properties Limited (registered in England number 5412229) under the instrument constituting £3,288,305 Series B 4 5% Unsecured Loan Notes 2012 dated 16 October 2009

in each case as the same may before or after the date of adoption of these Articles be varied and in force from time to time in accordance with its terms and includes any other loan notes to be issued by that body corporate for which the same may be exchanged or by which the same may be replaced in whole or part

**Maximum** has the meaning given to it in Article 12.6

**Member** means a holder of Ordinary Shares

**Memorandum of Association** means the memorandum of association of the Company as amended from time to time

**Mr G Pack** means Gerald Nigel Pack presently of Brewers Meadow, Weekes Lane, Brabourne, Ashford, Kent TN25 6JA

**Mrs C Pack** means Carole Anne Pack presently of Brewers Meadow, Weekes Lane, Brabourne, Ashford, Kent TN25 6JA



**Mr M Pack** means Matthew Geoffrey Pack presently of Mount Pleasant, Hardes St End, Canterbury, Kent CT4 5NR

**Offer** has the meaning given to it in Article 12 1

**Offered Shares** has the meaning given to it in Article 12 3

**Ordinary Shares** means the ordinary shares of £1 each in the capital of the Company from time to time in issue

**Original Issue Price** means, in relation to any Ordinary Shares either (as the case may be) the amount

- (a) of nominal value plus any premium actually paid by the Shareholder or
- (b) paid or payable to the EBT by the Shareholder

in each case including amounts credited as paid and so that, where the Ordinary Shares were issued on or about the date of adoption of these Articles in connection with a dividend in specie on the shares Holiday Extras Holdings Limited registered in England number 5270496 reference in this definition to "of nominal value plus any premium actually paid by the Shareholder" shall in such case only be replaced by "equal to the nominal value" and there shall be disregarded for these purposes any premium paid or credited as paid

**Pack Settlement** means The C A Pack Settlement presently of Honeychild Manor, St Mary in the Marsh, Romney Marsh, Kent TN29 0DB

**Permitted Transferee** means a person to whom shares (or interests in shares) may be transferred pursuant to the provisions of Article 11 and **Permitted Transfer** shall be construed accordingly

**Purchaser** has the meaning given to it in Article 12 7

**Ranking Group** has the meaning given to it in Article 12 5

**Recognised Investment Exchange** has the meaning given to it in Section 285 of the Financial Services & Markets Act 2000

**Representative** has the meaning given to it in Article 22 1

**Sale** means

- (a) the acquisition by any person of more than 50 per cent of the Ordinary Shares or all of the Ordinary Shares not already owned by the acquiror or
- (b) the acquisition by any person of the whole or substantially the whole of the business and undertaking of the Group

**Secretary** means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

**Shareholder** means a holder of Ordinary Shares

**Shareholder Majority** means Shareholders (not being Shareholders interested in the decision of such shareholder majority) holding a simple majority of the aggregate nominal value of the Ordinary Shares

**Subsidiary** means a company in relation to which another company (its **Holding Company**)

- (a) holds a majority of the voting rights in it or
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors or
- (c) is a member of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it

and, if it is a Subsidiary of a company which is itself a Subsidiary of another company, then it is a Subsidiary of that other company also. A company is a **wholly-owned Subsidiary** of another company if it has no Members except that other company and other wholly-owned subsidiaries or persons acting on behalf of that other company or its wholly-owned subsidiaries

**Transferor** has the meaning given to it in Article 12.1

**Transfer Notice** has the meaning given to it in Article 12.2

**United Kingdom** means Great Britain and Northern Ireland and

**Wholly-owned Group** means a body corporate and any Holding Company of which it is a wholly-owned Subsidiary and any other wholly-owned subsidiaries of that Holding Company (including any wholly-owned Subsidiary of the body corporate)

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act or in any statutory modification or re-enactment of it
- 1.3 None of the regulations contained in any statute, statutory instrument or other subordinate legislation, including but not limited to the regulations prescribed by the secretary of state under section 19 Companies Act 2006 shall apply as the regulations or articles of association of the Company
- 1.4 Any reference to something done by electronic means includes such thing being done by an electronic communication
- 1.5 Any reference to a signature or to something being signed or executed includes an electronic signature or other means of verifying the authenticity of an electronic communication which the Board may from time to time approve, a signature printed or reproduced by mechanical or other means or any stamp or other distinctive marking made by or with the authority of the person required to sign the document to indicate it is approved by such person
- 1.6 Any reference to a show of hands at a General Meeting includes such other method of casting votes as the Board may from time to time approve
- 1.7 The words **send** and **sent** include delivery by post, in person or by electronic communication
- 1.8 In these Articles, words implying the singular include the plural and vice versa and words implying a gender include every gender

- 1 9 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Articles or otherwise arising between the Company and any of its Members (or any former Member or any person claiming title or interest under or by virtue of any Member or former Member) (each a **Disputant**) relating in any way to the past or present or alleged membership of the Company or otherwise under the Articles of Association for the time being of the Company or under the Act (a **Dispute**), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity
- 1 10 The Company and each Disputant agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary
- 1 11 Notwithstanding Article 1 9 and Article 1 10, this Article does not prevent the Company from taking proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction To the extent allowed by law, the Company may take concurrent Proceedings in any number of jurisdictions
- 1 12 Unless the context otherwise requires, reference in these Articles to any English term for any action, remedy, method of judicial proceeding, legal document, legal status, Court, legislation, official or any legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include what most nearly approximates in that jurisdiction to the relevant English term
- 2 Unrestricted objects**
- 2 1 The objects of the Company are unrestricted
- 3 Shares**
- 3 1 The liability of the Members is limited to the amount, if any, unpaid on the shares held by them
- 3 2 The issued share capital of the Company shall not exceed £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each unless otherwise resolved by an ordinary resolution A resolution for the purposes of section 551 of the Act which permits the allotment of shares that would, if allotted, exceed the applicable limit at the time under this Article 3 2 shall be deemed to increase such limit regardless of whether it expressly purports to do so
- 3 3 Subject to the provisions of the Act and without prejudice to any rights attached to the Ordinary Shares and to these Articles generally, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine
- 3 4 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles
- 3 5 The Company may exercise the powers of paying commissions conferred by the Act Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
- 3 6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the

Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder

#### **4 Allotment, Alterations to Capital and Variation of Class Rights**

4 1 Subject to the remaining provisions of this Article 4 and in particular to Article 4 11, the directors are generally and unconditionally authorised pursuant to section 551 of the Act to exercise all the powers of the Company to allot shares in the Company and to grant rights to subscribe for or to convert any security into such shares (**Allotment Rights**), but so that

(a) that the maximum amount of shares that may be allotted or made the subject of Allotment Rights under this authority are shares which (together with the share already in issue on the adoption of these Articles) have an aggregate nominal value of £1,000,000, and

(b) this authority shall expire on 30 April 2016

4 2 The Company may make any offer or agreement before the expiry in Article 4 1(b) which would or might require shares to be allotted or Allotment Rights to be granted after such expiry

4 3 All unexercised authorities already vested in the directors immediately prior to the adoption of these Articles to allot shares or to grant Allotment Rights, or to allot relevant securities (as defined in the Companies Act 1985), are revoked

4 4 Section 550 of the Act shall not apply to the Company

4 5 All unissued equity securities which the Directors propose to allot for cash or otherwise shall, before they are issued, first be offered to all the Members in proportion as nearly as may be to the aggregate nominal value of the Ordinary Shares held by them respectively

4 6 Subject to Article 4 11 an offer made in accordance with the above provisions shall be made by notice specifying the number of shares offered, the price (which shall be the same for all offerees) and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined

4 7 After expiration of the offer period, those shares deemed to be declined shall be re-offered on the basis that

(a) those shares originally offered to Shareholders in respect of their holdings of shares and which were not accepted by them, shall be re-offered to those Shareholders who accepted all the shares offered to them in respect of their shares, and

(b) any other shares not accepted shall be offered among those Shareholders who have accepted all the shares originally offered to them in respect of their holdings of shares,

such further offer shall be made in like terms in the same manner and limited by a like period as the original offer although offers may be made by the Directors concurrently if they think fit or expedient

4 8 Subject to Article 4 11 any shares not accepted pursuant to the above offer or further offer (as the case may be) or not capable of being so offered except by way of fractions (together with any shares released from the provisions of this Article pursuant to Article 4 9 below) shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of

them to any persons, on any terms they think fit. In the case of shares not accepted by the Members to whom they were offered under the preceding provisions of this Article 4, such shares shall not be disposed of on terms which are more favourable than the terms on which they were offered to the Members.

4.9 The provisions of Articles 4.5 to 4.8 above may be waived or varied in writing by with the prior written approval of Members of the Company together holding not less than 75 per cent of the nominal value of the issued Ordinary Shares carrying the right to vote on a poll at general meetings of the Company or with the approval of a special resolution passed at a general meeting of the Company. Any such approval may be subject to such conditions as the Members granting the approval think fit.

4.10 By virtue of section 567(1) of the Act, the provisions of sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

4.11 Save

(a) with the prior written consent of the holders of the shares conferring at least 75% of the voting rights conferred by all the shares in issue or

(b) as authorised by a special resolution.

the Company shall not

- (i) allot or issue any shares or any other equity security or grant any option or rights to subscribe for or convert any instrument into such shares or equity securities,
- (ii) reduce its share capital, share premium account, capital redemption reserve or redenomination reserve,
- (iii) vary the rights attaching to any class of shares (if at the relevant time there are two or more classes of shares in issue), or
- (iv) redeem, purchase or acquire for value any shares or other equity securities in its share capital.

Provided that this shall not apply to require any such prior written consent or special resolution to permit (nor shall any right of pre-emption or other restriction under this Article 4 arise in respect of) the allotment (within the scope of the authority in Article 4.1 and within 28 days of the date of adoption of these Articles) of up to 600,000 Ordinary Shares of £1 pursuant to any Distribution Agreement with Holiday Extra Holdings Limited (registered in England number 5270496) to which the Company is already a party on, or to which the Company becomes a party after, the date of adoption of these Articles.

## **5 Power to attach Rights**

Subject to the Act and to the rights attached to existing Ordinary Shares, new shares may be allotted or issued with or have attached to them such special rights or restrictions as the Company may by ordinary resolution decide, or, if no resolution is passed or so far as the resolution does not make specific provision, as the Board may decide.

## **6 Variation of Rights**

Subject to the Act, the rights attached to the Ordinary Shares may be varied whether or not the Company is being wound up

- (a) in such manner (if any) as may be provided by those rights, or
- (b) in the absence of provision, either with the consent in writing of the holders of at least three-fourths of the nominal amount of the issued Ordinary Shares or with the sanction of a special resolution passed at a general meeting of the Members validly held in accordance with the Articles,

but not otherwise

## **7 Share Certificates**

Every Member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares held by him (and, upon transferring a part of his holding of shares, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount of respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

## **8 Lien**

- 8.1 The Company shall have a first and paramount lien on every share (whether or not fully paid) for all moneys (whether payable by a holder or his estate or solely or jointly with any other person and whether presently payable or not) payable to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article 8. The Company's lien on a share shall extend to any amount payable in respect of it.
- 8.2 The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 8.3 To give effect to a sale of shares the Directors may authorise a person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.4 The net proceeds of a sale of shares in accordance with Article 8.3, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently

payable as existed upon the shares before the sale) be paid to the person entitled to the Ordinary Shares at the date of the sale

## **9 Calls on Shares and Forfeiture**

- 9 1 Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each Member shall (subject to receiving at least 14 clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due under it, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 9 2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 9 3 The joint holders of any share(s) shall be jointly and severally liable to pay all calls in respect of shares held by them jointly.
- 9 4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.
- 9 5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- 9 6 In respect of any issues of shares, the Directors may make different arrangements between the holders in the amounts and times of payment of calls on their shares.
- 9 7 If a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due not less than 14 clear days notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 9 8 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 9 9 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the share to that person.

- 9 10 A person, any of whose shares have been forfeited, shall cease to be a Member in respect of those shares and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate of which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 9 11 A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share
- 9 12 The Board may accept the surrender of a share liable to be forfeited and in that case references in these Articles to forfeiture include surrender

## **10 Transfer of Shares**

- 10 1 The restrictions on transfer contained in these Articles shall apply to all transfers and transmissions operating by law or otherwise
- 10 2 No Member shall create or permit to subsist any mortgage, pledge, lien, charge or any other encumbrance, equity or security interest whatsoever or grant any option over or right to acquire any of its shares nor dispose or agree to dispose (conditionally or otherwise) of any interest in or over any of its shares except, subject to article **Error! Reference source not found.**, by the transfer of the entire legal and beneficial interest in them and then only in accordance with and subject to these Articles
- 10 3 The Board shall refuse to register the transfer of a share, other than of a transfer made in accordance with the provisions of these Articles, and they may refuse to register the transfer of a share on which the Company has a lien or if it is an unauthorised transfer dealing or disposal under Article 15 The Board may also refuse to register a transfer unless
- (a) it is lodged at the office or at such other place as the Board may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer,
  - (b) it is in favour of not more than 4 transferees, and
  - (c) it is duly stamped (if required)
- 10 4 Save in respect of a Permitted Transfer, the Board may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share If the Board refuse to register a transfer of a share, they shall within 1 month after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal



- 10 5 The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee
- 10 6 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share
- 10 7 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuse to register shall be returned to the person lodging it when notice of the refusal is given
- 10 8 Each Member hereby irrevocably appoints the Company as its attorney so that, if it shall fail or refuse to transfer its shares as required by these Articles, the Company may, or may authorise some person on its behalf to, execute and deliver the necessary transfers and any other documents necessary for that holder to comply with the terms of these Articles and to receive the purchase money in trust for it and cause the transferee to be registered in accordance with these Articles as the holder of such shares. The receipt of the Company for the purchase money shall be a conclusive discharge to the purchaser (who shall not be bound to see to the application of it). On registration of a transfer in exercise of these powers the validity of the proceedings shall not be questioned by any person

## **11 Permitted Transfers**

- 11 1 Any Ordinary Share may be transferred at any time
- (a) by any Member to a trustee or nominee of any Employee Share Scheme,
  - (b) by any Member who is a trustee or nominee of any Employee Share Scheme to an employee or former employee of the Company or any of its Subsidiaries in satisfaction of entitlements arising under an Employee Share Scheme, or
  - (c) by any Member who is a trustee or nominee of the employee benefit trust established 22 February 2005 in respect of the body corporate named Holiday Extra Holdings Limited on the date of adoption of these Articles and registered in England number 5270496 to
    - (i) an employee of the Company or any of its Subsidiaries in satisfaction of entitlements arising under that employee benefit trust or
    - (ii) the trustee or nominee of any Employee Share Scheme
- 11 2 The beneficial interest (or any part thereof) in any Ordinary Shares may be transferred at any time
- (a) by any Member who is a trustee or nominee of any Employee Share Scheme to an employee or former employee of the Company or any of its Subsidiaries in satisfaction of entitlements arising under an Employee Share Scheme, or
  - (b) by any employee or former employee to whom such beneficial interest (or part thereof) was transferred pursuant to article 11 2(a), to any Member who is a trustee or nominee of any Employee Share Scheme
- 11 3 A Member may transfer for nil consideration any of its shares in accordance with the following provisions without the need to comply with Articles 12 1 to 12 12

- (a) to the trustees of a Family Trust or to some other Connected Person of his,
- (b) where Ordinary Shares are held by trustees of a Family Trust, they may on any change of trustees be transferred to the new trustees of the Family Trust concerned,
- (c) the trustees of a Family Trust may also transfer any of the Ordinary Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or to a Connected Person of that beneficiary,
- (d) Ordinary Shares may be transferred without restriction by a Member to a person to hold such shares as his nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the Member himself,
- (e) Ordinary Shares may be transferred without restriction by a nominee or trustee to the beneficial owner of such shares or to another nominee or trustee of the same beneficial owner,
- (f) Ordinary Shares may be transferred without restriction with a Special Shareholder Consent and
- (g) Ordinary Shares may be transferred by a corporate Member to another member of its Wholly-owned Group

11 4 If any person who holds Ordinary Shares transferred to it under Article 11 3 ceases to qualify as a Permitted Transferee of the Member from whom the Ordinary Shares were originally transferred under the provisions of Article 11 3 (case "A") or such original transferor would be compelled to give a Transfer Notice in respect of such shares if he were still holding them (case "B") and that person does not, (prior to so ceasing in case A), transfer all such Ordinary Shares registered in their name to the relevant Member from whom they were originally transferred in cases A or B (or to another person who is eligible to be a Permitted Transferee of that Member, in case A only), the Member shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those Ordinary Shares and, if the Member fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of the Ordinary Shares. If a Transfer Notice is given or is deemed to have been served on the Company under this Article 11 4, the provisions of Article 12 1 to 12 2 shall apply to the Ordinary Shares. A Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the Directors receive actual notice of the change in the status of the Permitted Transferee (in case A) or the date the original transferor would be obliged to give a Transfer Notice (in case B) and to offer the Shares for sale at

- (a) the Specified Price as defined in Article 12 3, or
- (b) in the case of a sale by a Permitted Transferee who is the transferee of a Bad Leaver as defined in Article 12 4 at the lower of the Original Issue Price and the Fair Price

11 5 The Directors shall give an Offer Notice under Article 12 5 as soon as the Specified Price is ascertained

## **12 Transfer Offers (Pre-Emption Rights on Transfer)**

12 1 Except where permitted or compelled to the contrary under Articles 11 1 to 11 4 or Article 12 14 no Member shall be entitled to transfer his Shares unless the proposing transferor

(**Transferor**) has first offered them for transfer (an **Offer**) to the holders of the other shares in the Company in accordance with the following provisions of these Articles

- 12.2 An Offer may be in respect of all but not part only of the shares (unless the Board, in its absolute discretion, agrees otherwise) held by the Transferor and shall be made by the Transferor by notice in writing to the Company (a **Transfer Notice**). The Transfer Notice may contain a provision that, unless all the Offered Shares (as defined in Article 12.13) are sold, none shall be sold.
- 12.3 A Transfer Notice shall specify the shares offered (**Offered Shares**) and the price at which they are offered (**Specified Price**) calculated in accordance with Article 14 (Fair Price Calculation) (and the Board shall be at liberty in its absolute discretion to substitute its calculation of the Specified Price, whether or not one is specified) which in the case of a Bad Leaver shall be the lower of the Original Issue Price and the Fair Price and in the case of an Early Leaver shall be the Fair Price. The Transfer Notice shall, without prejudice to the appointment contained in Article 10.8, include an irrevocable appointment of the Company by deed as agent of the Transferor for the sale of the Offered Shares to other Members, in accordance with these Articles, at the Specified Price. The Board shall adopt a pro forma Transfer Notice for use as prescribed by these Articles.
- 12.4 For the purposes of Article 12.3, a **Bad Leaver** means a person (not being Mr G Pack, Mrs C Pack, Mr M Pack or the Pack Settlement)
- (a) who is selling his shares and is leaving the employment of the Company having been dismissed for a reason which would amount to gross misconduct,
  - (b) is in default of any agreement between the Shareholders which requires such Shareholder to execute or be deemed to have executed an Offer Notice.
- 12.5 On receipt by the Company of a Transfer Notice, the Board shall as soon as practicable thereafter give notice to all Members (other than the Transferor) of the number and description of the Offered Shares and the Fair Price (an **Offer Notice**). The Offer Notice shall offer Offered Shares to the Members of the Company in the following order
- (a) first, to the EBT, and
  - (b) second, to the holders of any other Ordinary Shares.

The Board will offer the Offered Shares sequentially to the two groups listed above (each a **Ranking Group**) although it may make an offer to the next following Ranking Group on the basis of there being shares not allocated to the former Ranking Group, or in any manner the Board determines (including treating each ranking as the same in respect of some or all of the Offered Shares). In the case of the Offer being made to the EBT, it shall also contain a term that the consideration to be paid shall be payable when it has the requisite funds available legally to make such payment and that if such payment is not made within 1 year of the Offer being accepted, then the further provisions of this Article shall apply at that time as if the Offer had been declined by the EBT and the Board may then make such arrangements as they may determine as to any Offer, acting reasonably.

- 12.6 An Offer Notice shall invite each of the Members to state in writing to the Company within 30 days, or in the case of sequential offers to different Ranking Groups, successive periods of 30 days (or such lesser period as the Board shall determine) (**Acceptance Period**) whether he is willing to purchase any, and if so what maximum number (**Maximum**), of the Offered Shares

The Board shall at the same time serve a copy of the Offer Notice or Notices on the Transferor

- 12 7 A Member who expresses a willingness to purchase Offered Shares is referred to below as a **Purchaser** and such Member shall be bound, upon receipt by the Company of such an acceptance (**Acceptance**) to pay the Specified Price for, and to accept a transfer of, the shares (if any) allocated to him pursuant to Article 12 8 The Transferor shall be bound to transfer Offered Shares to a Purchaser in the amount for which an allocation is made pursuant to Article 12 8
- 12 8 On the expiration of the Acceptance Period, the Board shall by a notice in writing (an **Allocation Notice**), allocate such Offered Shares for which Acceptances are received to or amongst the Purchasers in the following manner, subject always to their respective Maximums
- (a) if the total number of Offered Shares in respect of which Acceptances are received is equal to or less than the number of Offered Shares, the Offered Shares shall, subject to the provisions of Article 12 2, be allocated in accordance with the Acceptances,
  - (b) if the total number of Offered Shares in respect of which Acceptances are received is more than the number of Offered Shares, the Offered Shares shall be allocated amongst the Ranking Groups in accordance with the order of priority set out in Article 12 5 and as between each Member of a Ranking Group in proportion to the number of shares held by them until all the Offered Shares have been allocated
- 12 9 The Board shall forthwith serve, in accordance with Article 50 (Notice Provisions) below, an Allocation Notice on the Transferor and the Purchasers
- 12 10 Respective Purchasers shall be required to make payment for Ordinary Shares allocated within 14 days of receipt of an Allocation Notice (**Due Date**) or pursuant to the terms of the Offer, if made to the EBT The form and manner of payment shall be as stated in the Allocation Notice Any payment not received by the Due Date shall be treated as a debt due to the Transferor and it shall be incumbent upon the Transferor to exercise his rights in respect thereof In any event, at the option of the Transferor, any title that a Purchaser who has not paid in full by the Due Date may have in shares allocated to him, shall revert to the Transferor
- 12 11 The Board shall not cause to register the name of any Purchaser who has not, to the reasonable satisfaction of the Board, made a payment in full in accordance with a Transfer Notice and these Articles
- 12 12 If a Transferor, after becoming bound to transfer Offered Shares, fails to execute and return the necessary transfer instrument to the Company within 14 days of service of an Allocation Notice on him, the Company may receive the purchase price and the Board may pursuant to the powers given to it pursuant to the Transfer Notice or under any other express provisions of these Articles, appoint a person to execute instruments of transfer of the Offered Shares in favour of the successful Purchasers The Board shall then cause their names to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the purchase price in trust for the Transferor The receipt of the Company shall be a good discharge to the successful Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person

12 13 If, upon expiry of an Acceptance Period, any of the Offered Shares have not been allocated pursuant to Acceptances, then provided that the Ordinary Shares offered constitute a Controlling Interest the Transferor may transfer, at any time within a period of 90 days after the expiry of such Acceptance Period, without making an Offer in accordance with Articles 12 1 to 12 12 (Transfer Offers), such unallocated Ordinary Shares, to any person provided that

- (a) the Board has approved in advance the identity of the proposed Purchaser,
- (b) the shares are not transferred for less than the Specified Price,
- (c) if the Transfer Notice contains a provision to the effect that, unless all the Offered Shares are sold under an Offer pursuant to Articles 12 1 to 12 12 (Transfer Offers), none shall be thus sold, the Transferor shall not be entitled to transfer less than all of the Offered Shares to a third party without having first made a new Offer, and
- (d) the Board may require to be satisfied that shares being transferred pursuant to this Article constitutes a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the intended transferee and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the Boards' absolute discretion to refuse to approve or register any transfer of shares under Article 10 3 or Articles 17 1 to 17 3)

In other cases, (i.e. where the transfer is not of a Controlling Interest) the Shareholder shall not be entitled to transfer any Shares

12 14

- (a) Any person who, being an employee of the Company or any Subsidiary of the Company (specifically excluding any non-executive Director, Mr G Pack, Mrs C Pack, and Mr M Pack unless any contrary express provisions apply to such non-executive Director and specifically excluding any other employee designated by the Board to be excluded from this Article 12 14 in its absolute discretion from time to time) ceases to be an employee of the Company or of any Subsidiary of the Company (otherwise than upon a transfer of employment intra group) shall be deemed to have served the Company with a Transfer Notice in respect of all (if any) Ordinary Shares held by him (and any Permitted Transferee of his shall be deemed to have served a Transfer Notice in respect of all Ordinary Shares transferred to that Permitted Transferee in his capacity as that person's Permitted Transferee) and the provisions of this Article 12 shall apply and the Specified Price shall be the lower of the Original Issue Price and Fair Price if the relevant employee is a Bad Leaver, and otherwise at the Fair Price To avoid doubt reference to a person ceasing to be an employee of a Subsidiary includes the situation where his employer ceases to be a Subsidiary even if his employment by it does not cease, but such a person shall be deemed a Good Leaver in such circumstance
- (b) Upon any such person ceasing to be such an employee and becoming (or any Permitted Transferee of his becoming) a holder of Ordinary Shares in the capital of the Company pursuant to the exercise of an option or the satisfaction of an award in either case pre-existing at the time such person ceased to be an employee to acquire Ordinary Shares (whether pursuant to an Employee Share Scheme or otherwise howsoever) he (and each such Permitted Transferee) shall be deemed to have served the Company with a Transfer Notice in respect of all Ordinary Shares held by him (or in the case of a Permitted Transferee of his in respect of such Ordinary

Shares transferred to that Permitted Transferee in his capacity as that person's Permitted Transferee) and the provisions of this Article 12 shall apply and the Specified Price shall be the lower of the Original Issue Price and Fair Price if the relevant employee is a Bad Leaver, and otherwise at the Fair Price

(c) Each reference in this Article 12 14 to a person "ceasing to be an employee of the Company or of any Subsidiary of the Company" shall in the case of

(i) any person who was on the adoption of these Articles employed by the body corporate known as Holiday Extra Holdings Limited and registered in England number 5270496 (HEHL) or by any Subsidiary of HEHL and whose employment has not passed or does not subsequently passes to the Company or to any Subsidiary of the Company, or

(ii) any person who was employed by the body corporate known as Holiday Extra Holdings Limited (HEHL) or by any Subsidiary of HEHL on adoption of these Articles where the Subsidiary of the HEHL by whom that person is employed ceases before or after the adoption of these Articles to be a Subsidiary of HEHL without becoming a Subsidiary of the Company

have effect as if reference to "ceasing to be an employee of the Company or of any Subsidiary of the Company" were replaced by "ceasing to be an employee of HEHL or of any Subsidiary of HEHL"

12 15 If upon the relevant offers lapsing for such shares contained in the notice deemed to have been given pursuant to Article 12 14, then such Member shall have the option to require the EBT to purchase those shares at the Fair Price and the EBT shall purchase those shares and shall pay for them when it has the requisite funds to do so (which the Company shall use reasonable endeavours to provide to the extent permissible by law)

### 13 Tag-Along and Drag-Along Rights

13 1

(a) Except in accordance with a transfer under Articles 11 1, **Error! Reference source not found.** and 11 3 (Permitted Transfers) and subject to Article 13 1(b), no sale or transfer of, or of any interest in, any Ordinary Shares conferring a right to vote at general meetings of the Company to any person whosoever, which would result in a person (or one or more persons as part of a single transaction, a series of related transaction or otherwise acting in concert) or Connected Persons of that person or those persons whether or not then a Member of the Company obtaining a Controlling Interest in the Company, shall be made or registered unless such person/transferee (**offeror**) shall make an offer in writing on no less favourable terms to all Members (except in the case of any particular Shareholder who agrees in writing to less favourable terms) (**General Offer**) A General Offer shall be on terms that no transfer conferring a Controlling Interest may be made unless such General Offer becomes wholly unconditional

(b) A sale or transfer to Mr G Pack, Mrs C Pack, Mr M Pack or to any Connected Person of any of them shall not give rise to an obligation to make a General Offer whether or not a Controlling Interest is thereby obtained

13 2 A General Offer must be made in writing (and stipulated to be open for acceptance for at least 28 days) to all Members and shall include an undertaking by the person making the General

Offer that neither he nor his Connected Persons have entered into more favourable terms or have agreed more favourable terms with any other Member for the purchase of Ordinary Shares

- 13 3 A General Offer shall be accepted or rejected in writing within the time period stipulated and shall be deemed to have been rejected by a Member if he does not respond within such time period
- 13 4 The provisions of Articles 12 1 to 12 12 (Transfer Offers) shall apply in respect of any sale or transfer which confers or increases a Controlling Interest and which is subject to Article 13 1 Any transfers of Ordinary Shares subsequently made pursuant to an acceptance of the General Offer made in respect of that sale or transfer shall not however be subject to the restrictions on transfer contained in Articles 12 1 to 12 12 (Transfer Offers)
- 13 5 Any transfer of Ordinary Shares to a Permitted Transferee or any issue of Ordinary Shares to existing Members pro rata resulting in a person obtaining a Controlling Interest in the Company shall not require a General Offer for the purpose of these Articles
- 13 6 If the holders of the Controlling Interest serve notice upon the other Shareholders (**Drag Notice**) that they require the other Shareholders to sell all their shares on the same terms as they themselves are receiving for the sale of their shares to the same purchaser or its nominee (**Relevant Buyer**), and to sell all their Loan Notes at par together with any interest accrued to the date of such sale, the Board may authorise a person to execute any forms of acceptance on behalf of such Member in relation to the shares and/or transfers in favour of the relevant offeror (or as he may nominate) and the consideration may be received by the Company on behalf of any such Member Upon the Company receiving such consideration and transfer (duly stamped) the offeror or its nominee shall be entered in the register of members of the Company The certificate(s) in respect of any Ordinary Shares so transferred, in the name of the original shareholders, shall be deemed to be cancelled and a new certificate shall be issued in the name of the offeror or its nominee The receipt of the Company for the consideration shall be a good discharge to the offeror who shall not be bound to see to the application of it, and after such registration in exercise of the above powers the validity of the proceedings shall not be questioned by any person The Company shall hold the said consideration on behalf of any such shareholder in a separate bank account on trust for the relevant shareholder pending delivery up of the cancelled certificate(s)
- 13 7 Upon any person, following the issue of a Drag Notice, becoming a holder of Ordinary Shares in the capital of the Company pursuant to the exercise of an option or the satisfaction of an award in either case pre-existing at that time to acquire Ordinary Shares (whether pursuant to an Employee Share Scheme or otherwise howsoever), a Drag Notice, on the same terms as the previous Drag Notice, shall be deemed to have been served upon such Member immediately upon such acquisition and such person shall thereupon be bound to sell and transfer all such Ordinary Shares acquired by him to the Relevant Buyer or as the Relevant Buyer may direct and the provisions of this Article 13 shall apply mutatis mutandis to the such Member save that completion of the sale of such Ordinary Shares shall take place forthwith upon the Drag Notice being deemed served on such Member or, if later, upon the date of completion under the previous Drag Notice

#### **14 Fair Price Calculation**

- 14 1 The **Fair Price** of any Ordinary Shares for the purposes of these Articles shall, unless the Board and the Transferor shall agree as between themselves otherwise, be determined by the Board and shall be recalculated when the Board sees fit The Fair Price calculation will

be based on what the Directors determine at the relevant time to be an appropriate multiple of earnings discounted for a lack of liquidity, lack of dividends if appropriate and any other factors which the Directors may at the time decide is relevant. The Directors will review the same when they see fit (normally within 3 months after completion of each statutory audit) and, if they so decide, may make such changes thereto as so decided.

- 14.2 Where the shares transferred are being transferred by a Bad Leaver, the Fair Price shall be the lower of the Original Issue Price and the Fair Price as determined in Article **Error! Reference source not found**.

## **15 Unauthorised Transfers**

If a Member or other person entitled to transfer an Ordinary Share at any time attempts to deal with or dispose of such Ordinary Share or any interest in it otherwise than in accordance with these Articles he shall be deemed immediately before the attempt to have served the Company with a Transfer Notice in respect of the entire legal and beneficial title to such Ordinary Share and the Fair Price in respect of each such Ordinary Share shall be the Original Issue Price of the relevant Ordinary Share. The Transfer Notice shall be deemed to have been received by the Company on the date on which the Board receives actual notice of the attempt and the Board shall serve an Offer Notice pursuant to Articles 12.1 to 12.12 as soon as the Fair Price has been ascertained. Following issue of the Offer Notice by virtue of this Article 15, the Board shall take the further steps required by Articles 12.1 to 12.12. For the avoidance of doubt, Articles 10.2, 12.13 and 16.1 to 16.3 shall nevertheless apply upon the expiry of the Acceptance Period in consequence of an Offer Notice issued as a result of this Article 15.

## **16 Information concerning Shareholdings & Transfers**

- 16.1 For the purpose of ensuring that a transfer of Ordinary Shares is permitted in accordance with these Articles or that no circumstances have arisen whereby a Transfer Notice is, or may be, required to be given under these Articles or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the Directors may from time to time require any Member, or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such reasonable information and evidence as the Directors may reasonably think fit regarding any matter which they may reasonably deem relevant to such purpose. If such information or evidence has not been furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 17 in respect of the Ordinary Shares concerned in which case the Fair Price shall be the Original Issue Price.
- 16.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any Ordinary Shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such Ordinary Shares shall have been made) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly.
- 16.3 From (and including) the date on which the Directors have duly required a Transfer Notice, all holders of Ordinary Shares the subject of such Transfer Notice shall not transfer or encumber any of their Ordinary Shares or any interest in their Ordinary Shares (other than pursuant to



such Transfer Notice) until all proceedings pursuant to such Transfer Notice have been finalised in accordance with these Articles

## **17 Transmission of Shares**

- 17 1 If a Member dies the survivor, or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest. Nothing contained in these Articles shall release the estate of a deceased Member from any liability in respect of any Ordinary Shares which had been jointly held by him.
- 17 2 A person becoming entitled to an Ordinary Share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as the Board may properly require, elect either to become the holder of the Ordinary Share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the Ordinary Share to that person. All the Articles relating to the transfer of Ordinary Shares, including, without limitation, Articles 11 1, **Error! Reference source not found.**, 11 3 and 12 1 to 12 12 shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Member and the death or bankruptcy of the Member had not occurred. Where such transferee is not a Permitted Transferee, a Transfer Notice shall be deemed to have been served in respect of such Ordinary Shares. Where a Transfer Notice is deemed to be served by reason of the death or bankruptcy of a Member, the price shall be the Fair Price. If an Ordinary Share remains registered in the name of a deceased Member for longer than one year after the date of his death the Directors may require the legal personal representatives of such deceased Member either to effect a transfer of such shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or 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 Member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Transfer Notice in respect of such Ordinary Share.
- 17 3 A person becoming entitled to an Ordinary Share in consequence of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were the holder of the Ordinary Share, except that he shall not, before being registered as the holder of the Ordinary Share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of Ordinary Shares in the Company.

## **18 Alteration of Share Capital**

- 18 1 The Company may by ordinary resolution
- (a) increase its share capital by the creation of new shares of such new class and amount as the resolution prescribes,
  - (b) consolidate and divide all or any of its share capital into Ordinary Shares of larger amount than its existing Ordinary Shares,
  - (c) subject to the provisions of the Act, sub-divide its Ordinary Shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and

- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled

18 2 Whenever as a result of a consolidation of Ordinary Shares any Members would become entitled to fractions of a share, the Directors may, on behalf of those Members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and, as they shall decide, return the proceeds for the benefit of the Company or distribute the net proceeds of sale in due proportion among those Members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

## **19 General Meetings**

19 1 The Directors may call General Meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a General Meeting in accordance with applicable provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director or any Member of the Company may call a general meeting.

## **20 Notice of General Meetings**

20 1 All General Meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed in accordance with the applicable provisions of the Act.

20 2 A notice of any General Meeting shall specify the time and place of the meeting and the general nature of the business to be transacted.

20 3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, a notice shall be given to all the Members, to all persons entitled to a share in consequence of the death, bankruptcy or insolvency of a Member and to the Directors and Auditors.

20 4 The accidental omission to give notice of a General Meeting or (in cases where proxy appointments are received with the notice) the accidental omission to deliver such proxy to, or the non-receipt of notice by, any person entitled to receive the notice shall not invalidate the proceedings at that General Meeting.

20 5 Every notice convening a General Meeting shall comply with the provisions of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

20 6 Where for any purpose an ordinary resolution of the Company is required a special resolution shall also be effective.

## **21 Proceedings at General Meetings**

21 1 No business shall be transacted at any General Meeting unless a quorum is present. Subject to the following in respect of a sole Member, two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a Representative, shall be a

quorum If and for so long as the Company has only one Member that Member present in person or by proxy, or if that Member is a corporation by a Representative, shall be a quorum

- 21 2 A company which is a Member may, by resolution of its directors or other governing body, authorise a person to act as its representative at a meeting of Members or at a separate meeting of the holders of a class of shares (a **Representative**) The Representative is entitled to exercise on behalf of the company (in respect of that part of the company's holding of shares to which the authorisation relates) those powers that the company could exercise if it were an individual Member The company is, for the purposes of these Articles, deemed to be present in person at a meeting if a Representative is present All references to attendance and voting in person shall be construed accordingly A Director, the Secretary or other person authorised for the purpose by the Secretary may require a Representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers
- 21 3 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be dissolved
- 21 4 The Chairman, if any, of the Board or in his absence some other Director nominated by the Directors shall preside as Chairman of the General Meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the General Meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman
- 21 5 If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the General Meeting, the Members present and entitled to vote shall choose one of their number to be Chairman
- 21 6 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any General Meeting
- 21 7 The Chairman of a general meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned General Meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice
- 21 8 A resolution put to the vote of a General Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded
- (a) by the Chairman of the General Meeting, or
  - (b) by at least two Members having the right to vote at the meeting present in person or by proxy, or
  - (c) by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the General Meeting, or

- (d) by a Member or Members holding shares conferring a right to vote at the General Meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right,

and a demand by a person as proxy for or Representative of a Member shall be the same as a demand by the Member

- 21 9 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 21 10 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 21 11 A poll shall be taken as the Chairman directs (including by electronic means) and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll The result of the poll shall be deemed to be a resolution of the General Meeting at which the poll was demanded
- 21 12 A poll demanded on the election of a Chairman of a General Meeting or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 21 13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the General Meeting at which it is demanded In any other case at least 7 clear days notice shall be given specifying the time and place at which the poll is to be taken

## **22 Votes of Members**

- 22 1 Subject to any rights or restrictions attached to the shares, on a show of hands every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a Representative, not being himself a Member entitled to vote, shall have one vote and on a poll every Member shall have one vote for every Share of which he is the holder
- 22 2 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members in respect of the joint holding
- 22 3 A Member in respect of whom an order had been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) or in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote must be received at the

registered office of the Company, or at such other place as is specified in accordance with these Articles for the receipt of proxy appointments, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

- 22 4 No Member shall vote at any General Meeting, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid
- 22 5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chairman of the General Meeting whose decision shall be final and conclusive
- 22 6 On a poll, votes may be given either personally or by proxy A Member may appoint more than one proxy to attend on the same occasion

- 22 7 The appointment of a proxy shall be in writing or electronic form, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"Holiday Extras Investments Limited

I/We, , of , appoint

of , or failing him,

of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on 20 , and at any adjournment thereof

Signed on 20 "

- 22 8 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"Holiday Extras Investments Limited

I/We, of , being a Member/Members of the above-named Company, hereby appoint

of , or failing him, of

, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on 20 , and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

\*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this day of 20 "

- 22 9 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some way approved by the Directors may

(a) in the case of an instrument in writing, be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote, or

(b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

- (i) in the notice convening the General Meeting, or
- (ii) in any other information issued by the Company in relation to the General Meeting (or if no such address is specified, the registered office),

be received at such address not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the appointment proposes to vote, or

- (c) in the case of a poll taken more than 48 hours after it is demanded or in the case of an adjourned General Meeting to be held more than 48 hours after the time fixed for holding the original General Meeting, a proxy appointment must be deposited or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned General Meeting, or
- (d) in the case of a poll which is not taken at the General Meeting at which it is demanded but is taken not more than 48 hours after it is demanded, or in the case of an adjourned General Meeting to be held not more than 48 hours after the time fixed for holding the original General Meeting, a proxy appointment must either be received by the Chairman of the General Meeting or the Secretary or any Director at the General Meeting at which the poll is demanded or, as the case may be, at the original General Meeting, or be deposited or received at such address and by such time as the Chairman of the General Meeting may direct at the meeting at which the poll is demanded,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted, shall be invalid and the appointee shall not be entitled to vote in respect of the shares in question. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required to be received above has not been received in accordance with the requirements of this Article 22

- 22 10 When two or more valid but differing instruments of proxy are deposited or received in respect of the same share for use at the same meeting, the one which is last deposited or received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last deposited or received, none of them shall be treated as valid in respect of that share
- 22 11 A vote given or poll demanded by proxy or by a Representative shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll or (until entered in the register of members) the transfer of the share in respect of which the appointment of the relevant person was made unless notice of the termination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received, at least 6 hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll
- 22 12 An instrument appointing a proxy shall be deemed to include the right to demand, or join in demanding a poll. This instrument of proxy shall also be deemed to confer authority to vote on any amendment of the resolution put to the meeting for which it is given or as the proxy thinks fit. The appointment of a proxy shall only be valid for the meeting mentioned in it and

any adjournment of that meeting (including on any poll demanded at the meeting or any adjourned meeting) Deposit of an instrument of proxy does not preclude a Member from attending and voting at the meeting to which it relates or any adjournment of that meeting

22 13 The Members may exercise all the powers under the Act to pass written resolution

## **23 Number of Directors**

23 1 Unless otherwise determined from time to time by ordinary resolution in general meeting of the Company, there shall be no maximum number of Directors

23 2 There shall be at least 4 Directors in office of whom at least two shall be full time executive directors If this requirement is not met at any time, the Director or Directors remaining (even if only 1 in number) may act for the purposes of appointing additional director or directors (whether executive or non- executive) and/or calling a General Meeting to conduct such business as such remaining director or directors may determine but not otherwise

## **24 Powers of Directors**

24 1 Subject to the provisions of the Act and these Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company No alteration of the Memorandum of Association of the Company or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given

24 2 A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors

24 3 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

## **25 Delegation of Directors' Powers**

The Directors may delegate any of their powers to any committee consisting of one or more Directors They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by such of these Articles regulating the proceedings of Directors so far as they are capable of applying The Directors may co-opt persons other than Directors on to any such committee Such co-opted persons may enjoy voting rights in the committee The co-opted members of such committee shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are Directors Subject to any conditions imposed by the Directors, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying

## **26 Appointment and Retirement Of Directors**

26 1 No person shall be appointed a Director at any General Meeting unless

(a) he is recommended by the Directors, or



- (b) not less than 14 nor more than 35 clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed or reappointed,

subject to this, the Company may, by ordinary resolution, appoint any person who is willing to act to be a Director, either to fill a casual vacancy or as an additional Director

- 26 2 Not less than 7 nor more than 28 clear days before the date appointed for holding a General Meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Directors for appointment as a Director at the General Meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the General Meeting for appointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the Company's register of Directors
- 26 3 A Member or Members holding over 50 per cent in nominal value of the issued Ordinary Shares for the time being conferring the right to vote at General Meetings shall have power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director. Any such appointment or removal shall be effected by an instrument which shall be in writing signed (or approved by letter, facsimile, telegram, telex or by electronic means) by the Member or Members making the same or by their duly authorised attorneys (or in the case of a Member being a Company signed by one of its directors or officers on its behalf), or in such other form as the Directors may accept, and shall take effect upon such appointment or removal being lodged with or otherwise communicated to the Company at the registered office or being handed or otherwise communicated (including by electronic means) to the Chairman of a meeting of the Board at which a quorum is present
- 26 4 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director
- 26 5 In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors, the personal representative of such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be effective as if made by the Company in general meeting

## **27 Appointment of Executive Directors**

Subject to these Articles and the Act, the Board may appoint one or more Directors to hold employment or executive office (including, without limitation, that of managing Director) with the Company for such term (subject to the Act) and on any other conditions the Board thinks fit. The Board may revoke or terminate an appointment, without prejudice to a claim for damages for breach of contract or otherwise

## **28 Associate Directors**

The Board may appoint a person (not being a Director) to an office or employment having a designation or title including the word **director** or attach to an existing office or employment that designation or title and may terminate the appointment or use of that designation or title. The inclusion of the word **director** in the designation or title of an office or employment does

not imply that the person is, or is deemed to be, or is empowered to act as, a Director for any of the purposes of the Act or these Articles

## **29 Alternate Directors**

- 29 1 Any Director (other than an alternate Director) may in writing, or by electronic means, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove any alternate Director so appointed by him
- 29 2 An alternate Director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of the Board of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. It shall not be necessary to give notice of such meetings to an alternate Director who is absent for the time being from the United Kingdom
- 29 3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director
- 29 4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Board
- 29 5 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him
- 29 6 A resolution to which an alternate Director has agreed need not also be agreed to by his appointor. A resolution to which a Director who has appointed an alternate Director has agreed need not also be agreed by the alternate Director in that capacity

## **30 Disqualification and Removal of Directors**

- 30 1 The office of a Director shall be vacated if
- (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,
  - (b) a bankruptcy order is made against that person,
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
  - (d) 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 3 months,
  - (e) 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
  - (f) 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

- (g) that person shall for more than 6 consecutive months have been absent without permission of the Directors from meetings of the Board held during that period and the Directors resolve that that person's office be vacated,
- (h) an ordinary resolution requiring the resignation of that person is passed at a duly convened General Meeting of the Company, or
- (i) that person is requested to resign in writing by all of the other Directors

### **31 Remuneration of Executive Directors**

The salary or other remuneration of a Director appointed to hold employment or executive office in accordance with these Articles may be a fixed sum of money, or wholly or in part governed by business done or profits made, or as otherwise decided by the Board and may be in addition to, or instead of, a fee payable to him for his services as Director pursuant to these Articles

### **32 Directors' Fees**

Unless otherwise decided by the Company by ordinary resolution, the Company shall pay to the Directors (but not alternate Directors) for their services as Directors such amount of aggregate fees as the Board decides (not exceeding £200,000 per annum or such larger amount as the Company may by ordinary resolution decide) The aggregate fees shall be divided among the Directors in such proportion as the Board decides or, if no decision is made, equally A fee payable to a Director pursuant to this Article 32 is distinct from any salary, remuneration or other amount payable to him pursuant to other provisions of these Articles and accrues from day to day

### **33 Additional Remuneration**

A Director who, at the request of the Board, travels or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the Board may decide

### **34 Directors' Expenses**

The Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them and approved by the Board in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties

### **35 Alternate Director Remuneration & Expenses**

An alternate Director shall not be entitled to a fee from the Company for his services as an alternate Director The fee payable to an alternate Director is payable out of the fee payable to his appointor and consists of such portion (if any) of the fee as he agrees with his appointor The Company shall, however, repay to an alternate Director expenses incurred by him in the performance of his duties if the Company would have been required to repay the expenses to him under Article 41 had he been a Director

### **36 Directors' Pensions & Other Benefits**

36 1 The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for a person who is or has at a time been a Director of

- (a) the Company,
- (b) a Company which is, or was, a Subsidiary of the Company,
- (c) a Company which is, or was, allied to, or associated with, the Company or a Subsidiary of the Company, or
- (d) a predecessor in business of the Company or of a Subsidiary of the Company

(or, in each case, for any member of his family, including a spouse or former spouse, or a person who is or was dependent on him)

36 2 For the purposes of Article 36 1, the Board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The Board may arrange for this to be done by the Company alone or in conjunction with another person. A Director or former Director is entitled to receive and retain for his own benefit a pension or other benefit provided under Article 36 1 and is not obliged to account for it to the Company

### **37 Directors' Interests**

37 1 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

37 2 For the purposes of these Articles and subject to the Act

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

### 38 Directors' power to authorise conflict situations

- 38 1 For the purposes of section 175 of the Act, the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a **Relevant Director**) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a **Conflict Situation**) Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised
- 38 2 Where directors give a Conflict Authorisation
- (a) the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded),
  - (b) the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation, and
  - (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject
- 38 3 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to article 38 1) provision that
- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and/or
  - (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter, and/or
  - (c) the Relevant Director may be excluded from the receipt of or access to documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,
- 38 4 and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under article 38 1) as a breach by him of his duties under sections 172 to 174 (inclusive) of the CA 2006
- 38 5 Subject to article 38 1 but without prejudice to article 38 2, authorisation is given by the shareholders for the time being on the terms of these articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these articles or that subsequently arises because (in either case) the director is or becomes a shareholder,

investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any Member of the Relevant Group (**Group Conflict Authorisation**) The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this article 38 so that the director concerned

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and
- (b) may (but shall be under no obligation to)
  - (i) absent himself from the discussions of, and/or the making of decisions relating to the Conflict Situation concerned,
  - (ii) make arrangements not to receive documents and information relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 (inclusive) of the Act

38 6 A Group Conflict Authorisation given or deemed given under article 38 may be revoked, varied or reduced in its scope or effect by special resolution

38 7 For the purposes of any meeting (or part of a meeting) held or decision taken pursuant to this article 38 to authorise a Conflict Situation, if there is only one eligible director in office other than the Relevant Director, the quorum for such meeting (or part of meeting) shall be one eligible director

38 8 In this article 38 **Relevant Group** comprises

- (a) the Company,
- (b) each (if any) body corporate which is for the time being a wholly owned Subsidiary of the Company,
- (c) each (if any) body corporate of which the Company is for the time being a wholly owned Subsidiary (**Parent**), and
- (d) each (if any) body corporate (not falling within any preceding paragraph of this definition) which is for the time being a wholly owned Subsidiary of the Parent

## 39 Proceedings of Directors

39 1

- (a) Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors Notice of a meeting of Directors may

be given to a Director orally, in writing and/or by electronic means (provided the Director concerned has given an address for electronic communications to be given for that purpose) It shall not be necessary to give notice of a meeting to a Director who is absent for the time being from the United Kingdom

- (b) Each Director present and entitled to vote shall have one vote A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote
- (c) Questions arising at a meeting of the Directors shall be decided by a majority of votes cast In the event of an equality of votes cast, the Chairman shall have a casting vote

- 39 2 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be three of whom at least one shall be an executive director entitled to vote and one shall be a non-executive director entitled to vote A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum Any Director who ceases to be a Director at a Directors meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Directors meeting, provided that none of the continuing Directors object
- 39 3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a General Meeting
- 39 4 The Directors may appoint one of their number to be Chairman of the Board and may at any time remove him from that office Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting
- 39 5 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote
- 39 6 A resolution in writing signed (or approved by electronic means) by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors (and for the purposes of this Article 39 the reference to a document being signed shall include it being approved by letter, facsimile, telex or electronic means) but a resolution signed by an alternate Director need not also be signed or approved by his appointor and, if it is signed or approved by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity
- 39 7 A Director may vote at any meeting of the Board or of any committee of the Board on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever and (save as otherwise expressly provided by the Act or by these Articles) if he shall vote on any such resolution as aforesaid his vote shall be counted and in relation to any such resolution as aforesaid he shall (whether

or not he shall vote on the same) be taken in to account in calculating the quorum present at the meeting

39 8 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive

39 9 A meeting of the Board may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able

(a) to hear each of the other participating Directors addressing the meeting, and

(b) if he so wishes, to address all of the other participating Directors simultaneously,

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods

39 10 A quorum is deemed to be present if the conditions are satisfied in respect of at least the number of Directors required to form a quorum by these Articles. A meeting held in this way is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the Chairman (howsoever appointed) of the meeting participates

39 11 Mr G Pack and Mrs C Pack shall between them be entitled by notice deposited at the registered office of the Company or delivered to any meeting of the board

(a) to appoint up to two Directors for so long as their aggregate holding of Shares (including any part of such shareholding which has been transferred to any Permitted Transferee(s)) remains at least 20% of the entire issued share capital of the Company from time to time and to remove and replace any person so appointed by them, and

(b) to appoint one Director (such Director to be subject to approval by the Board not to be unreasonably withheld or delayed), for so long as their aggregate holding of Shares (including any part of such shareholding which has been transferred to any Permitted Transferee(s)) shall have become less than 20% but has not become less than 1% of the entire issued share capital of the Company from time to time and to remove and replace any person so appointed by them

39 12 The Chairman of the Board shall be appointed or removed by the Board with the approval of a majority in votes of the Directors (excluding the candidate for appointment)

39 13 Each Director shall be entitled to appoint an alternate to attend and vote at meetings of the Board if he is unable to do so

39 14 The following provisions shall apply to all meetings of the Board,

(a) each notice of a Board meeting shall

(i) specify an appropriately detailed agenda,

(ii) be accompanied by any relevant papers, and



- (iii) if sent less than 3 Business Days before the date of the meeting, be sent by courier, facsimile transmission or e-mail

save in the case of urgency, in which event such lesser period of notice or such lesser information shall be given as may be practicable in all the circumstances

- (b) Board meetings shall be chaired by the Chairman. If the Chairman is absent from any Board meeting, the Directors present may appoint anyone of their number to act as Chairman for the meeting,
- (c) any alternate appointed by a Director pursuant to Article 29 of the Articles shall be entitled to exercise the votes of any Director to whom he is an alternate who is not present,
- (d) save as otherwise expressly provided by the Act or in these Articles, all business arising at any Board meeting shall be determined by resolution passed by a majority of votes cast by those Directors present and entitled to vote,
- (e) any Director may vote on a matter and be taken into account for the purposes of a quorum even if he is interested in that matter except that no executive Director may vote on any matter relating to his appointment, his Remuneration or the other terms and conditions of his employment or his participation in any Employee Share Scheme, and
- (f) within twenty Business Days of each Board meeting, the secretary of the Company will prepare and submit to the Directors a written report of the business conducted at that meeting

39 15 The Board may constitute committees of Directors. The voting and quorum for Board committee meetings shall be determined upon the constitution by the Board of such committee and shall in any event provide for the majority of votes to be held by the executive Directors so appointed (except the Remuneration Committee established pursuant to Article 39 17)

39 16 The Directors shall procure that a remuneration committee (**Remuneration Committee**) is appointed as a committee of the Board which will be responsible for setting the Remuneration and any grants of share options under any employee share scheme to the Directors, and each senior managers. The Board shall determine the composition of the Remuneration Committee from time to time but it shall at all times comprise a majority of Non-Executive Directors. No member of the Remuneration Committee who holds any executive office with the Company shall participate in the committee's discussions concerning his own Remuneration

39 17 The Company shall reimburse and pay to the Directors (or to such person or persons (if any) as the Shareholders appointing them shall direct) any travelling, hotel or other reasonable out of pocket expenses which the Directors may incur in the performance of their duties

#### **40 Minutes of Proceedings**

40 1 The Board shall cause minutes to be made kept for the purpose of

- (a) all appointments of officers and committees made by the Board and of any remuneration fixed by the Board, and

- (b) the names of Directors present at every meeting of the Board, committees of the Board, the Company or the holders of a class of Ordinary Shares or debentures, and all orders, resolutions and proceedings of such meetings

40 2 If purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, minutes are receivable as prima facie evidence of the matters stated in them

#### **41 Authentication of Documents**

A Director or the Secretary or another person appointed by the Board for the purpose may authenticate documents affecting the constitution of the Company (including, without limitation, the Memorandum of Association and these Articles) and resolutions passed by the Company or holders of a class of Ordinary Shares or the Board or a committee of the Board and books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts

#### **42 Exercise of Voting Powers**

The Board may exercise or cause to be exercised the voting powers conferred by shares in the capital of another company held or owned by the Company, or a power of appointment to be exercised by the Company, in any manner it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of a Director as an officer or employee of that company or in favour of the payment of remuneration to the officers or employees of that company)

#### **43 Provision for Employees**

The Board may exercise the powers conferred on the Company by section 719 of the Act to make provision for the benefit of a person employed or formerly employed by the Group (or any member of his family, including a spouse or former spouse, or any person who is or was dependent on him) in connection with the cessation or the transfer to a person of the whole or part of the undertaking of the Group

#### **44 Secretary**

Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by Board

#### **45 Borrowing Powers**

The Board may exercise all the powers of the Company to borrow money without limit as to the amount and upon such terms and in such a manner as they think fit and subject to the Act to grant any mortgage, charge or standard security over its undertaking property and uncalled capital, or any part thereof, and to issue debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

#### **46 Company Agent**

The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers. The Board may remove any person appointed under this Article 46 and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it

## **47 Accounts**

47 1 The accounting records shall be kept at the registered office or, subject to the Act, at another place decided by the Board and shall be available during business hours for the inspection of the Directors and other officers. No Member (other than a Director or other officer) has the right to inspect an accounting record or other document except if that right is conferred by the Act or if he is authorised by the Board.

47 2 In respect of each financial year, a copy of the Company's annual accounts, Directors' report and Auditors' report on those accounts shall be sent by post or delivered to (or given using electronic communications to an address for the time being notified to the Company for the purpose of electronic communications) or otherwise provided to or made available in any manner permitted by law to

- (a) every Member (whether or not entitled to receive notices of General Meetings),
- (b) every holder of debentures (whether or not entitled to receive notices of General Meetings), and
- (c) every other person who is entitled to receive notices of General Meetings,

not less than the latest date required in accordance with the Act. This Article 47 does not require copies of the documents to which it applies to be sent or delivered to

- (a) a Member or holder of debentures of whose address the Company is unaware, or
- (b) more than one of the joint holders of Ordinary Shares or debentures

## **48 Capitalisation of Profits**

48 1 The Directors may with the authority of an ordinary resolution of the Company

- (a) subject as provided in these Articles, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
- (b) appropriate the sum resolved to be capitalised to the Members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those Members, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article 48, only be applied in paying up unissued shares to be allotted to Members credited as fully paid,
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article 48 in fractions, and
- (d) authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon

such capitalisation, any agreement made under such authority being binding on all such Members

#### **49 Dividends**

- 49 1 The Board will consider, prior to the finalisation of the statutory accounts, whether in its absolute discretion to pay dividends on the Shares, subject to the availability of distributable profits and any constraints or requirements of the Company's bankers whether it shall declare a dividend
- 49 2 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the Members, but no dividend shall exceed the amount recommended by the Board
- 49 3 Subject to the provisions of the Act, the Board may pay interim dividends if it appears to it that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on Ordinary Shares which confer deferred or non-preferred rights with regard to dividend as well as on Ordinary Shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on Ordinary Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Board may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Board act in good faith they shall not incur any liability to the holders of Ordinary Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Ordinary Shares having deferred or non-preferred rights
- 49 4 Except as otherwise provided by the rights attached to Ordinary Shares, all dividends shall be declared and paid according to the amounts paid up on the Ordinary Shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Ordinary Shares during any portion or portions of the period in respect of which the dividend is paid, but, if any Ordinary Share is issued on terms providing that it shall rank for dividend as from a particular date, that Ordinary Share shall rank for dividend accordingly
- 49 5 A General Meeting declaring a dividend may, upon the recommendation of the Board, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Board may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Member upon the footing of the value so fixed in order to adjust the rights of Members and may vest any assets in trustees
- 49 6 Any dividend or other moneys payable in respect of an Ordinary Share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the Ordinary Share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to an Ordinary Share as aforesaid may give receipts for any dividend or other moneys payable in respect of the Ordinary Share

- 49 7 No dividend or other moneys payable in respect of an Ordinary Share shall bear interest against the Company unless otherwise provided by the rights attached to the Ordinary Share
- 49 8 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Board so resolves, be forfeited and cease to remain owing by the Company
- 50 Notices**
- 50 1 A notice in writing, document or other communication may be given or served by the Company to any Member either personally or by sending it through the post addressed to the Member at his registered address or by leaving it at that address
- 50 2 Subject to the provisions of the Act, a notice, document or other communication may be given by the Company to any Member by electronic means to such address as may from time to time be authorised by the Member concerned or by publishing it on a web site and notifying the Member concerned, in such manner as he may from time to time authorise, that it has been so published
- 50 3 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 in respect of the joint holding and notice so given shall be sufficient to all the joint holders
- 50 4 A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company
- 50 5 A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 50 6 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to the person from whom he derives his title
- 50 7 Any notice in writing, document or other communication, if sent by first class post, shall be deemed to have been given on the Business Day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been given on the second Business Day following that on which the envelope containing it is put into the post and in proving that a notice, document or other communication has been given it shall be sufficient to prove that the letter, envelope or wrapper containing the notice, document or other communication was properly addressed, prepaid and put into the post
- 50 8 Any notice in writing, document or other communication not sent by post but left at a registered address or address at which a notice, document or other communication may be given shall be deemed to have been given on the day it was so left
- 50 9 Any notice, document or other communication, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the Business Day following that on which the electronic communication was sent by, or on behalf of, the Company and proof that a notice contained in an electronic communication was sent in accordance with guidance

issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given

50 10 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or any part of it the Company is unable effectively to convene a General Meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in at least two leading national daily newspapers with appropriate circulation and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom or such part of it again becomes practicable

50 11 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

## **51 Trusts**

No notice of any trust, express, implied or constructive shall be entered on the register of members of the Company

## **52 Winding-up**

On a voluntary winding up of the Company the liquidator may, on obtaining any sanction required by law, divide among the Members in kind the whole or any part of the assets of the Company, whether or not the assets consist of property of one kind or of different kinds, and vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as he, with the like sanction, shall determine. For this purpose, the liquidator may set the value he deems fair on a class or classes of property, and may determine on the basis of that valuation and in accordance with the then existing rights of Members how the division is to be carried out between Members or classes of Members. The liquidator may not, however, distribute to a Member without his consent an asset to which there is attached a liability or potential liability for the owner

## **53 Indemnity and power to purchase Insurance**

53 1 Subject to the Act, but without prejudice to an indemnity to which he may otherwise be entitled, every person who is or was a Director, alternate Director or Secretary of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred

(a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or

- (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

53 2 Subject to the Act, the Board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was

- (a) a Director, alternate Director, a Secretary or Auditor of the Company or of a Company which is or was a Subsidiary of the Company or in which the Company has or had an interest (whether direct or indirect), or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in Article 53 2(a) is, or has been, interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company

#### **54 Confidential Information**

54 1 Each Member shall use all reasonable endeavours to keep confidential and to ensure that their respective Connected Persons and their respective agents and professional and other advisers keep confidential any information (**Confidential Information**)

- (a) relating to the customers, business, assets or affairs of any Group Company which such Member may have or acquire through ownership of an interest in the Company or in any other capacity whilst a Member, or
- (b) relating to the customers, business, assets or affairs of the other Parties or any Member of their group which they may have or acquire through being a Member or in any other capacity whilst a Member

54 2 No Member may use for its own business purposes or disclose to any third party any Confidential Information without the consent of the Board. This Article 54 2 does not apply to

- (a) information which is or becomes publicly available (otherwise than as a result of a breach of this Article 54 or of any other duty of confidentiality owed to the Company or any other Group Company), or
- (b) information which is independently developed by the relevant Member or acquired from a third party, to the extent that it is acquired with the right to disclose it,
- (c) information which was lawfully in the possession of the relevant Member free of any restriction on disclosure as can be shown by that Member's written records or other reasonable evidence,
- (d) the disclosure of information to the extent required to be disclosed by law or any court of competent jurisdiction, any governmental official or regulatory authority or any binding judgement, order or requirement of any other competent authority,
- (e) the disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Member concerned or any Member of its group,
- (f) the disclosure to a Member's professional advisers of information reasonably required to be disclosed for purposes relating to its investment in the Company,

- (g) any announcement made, or information provided in relation to the Group with the approval of the Board
- 54 3 Each Member shall inform any officer, employee or agent or any professional or other adviser advising it in relation to matters relating its investment in the Company, or to whom it provides Confidential Information, that such information is confidential and shall instruct them
  - (a) to keep it confidential, and
  - (b) not to disclose it to any third party (other than those persons to whom it has already been or may be disclosed in accordance with the terms of this clause),
- 54 4 Without prejudice to any other rights or remedies which the Company may have, each Member acknowledges and agrees that damages would not be an adequate remedy for any breach of this Article 54 and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Article
- 54 5 The disclosing Member shall remain responsible for any breach of this Article 54 by the person to whom that confidential information is disclosed
- 54 6 The provisions of this Article 54 shall be binding on a past Member in respect of all Confidential Information obtained by that person or (where permitted) disclosed by that person in whatever capacity whilst a Member