

Company No. [NUMBER]

Articles of Association of [INVESTEECO] Limited

This document has been drawn up by the BBA Technical Committee with the specific expertise of Eversheds LLP, Harbottle & Lewis LLP and MBM Commercial LLP.

Incorporated [DATE]

Adopted by special/written resolution passed on [DATE]

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

[INVESTEECO] LIMITED

Adopted by a written resolution passed on [DATE]

1. **PRELIMINARY**

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. **INTERPRETATION**

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"2006 Act"	the Companies Act 2006 (as amended from time to time)
"acting in concert"	the meaning set out in the City Code on Takeovers and Mergers for the time being
"these Articles"	these Articles of Association as amended from time to time
"Auditors"	the auditors to the Company for the time being
"Bad Leaver"	any Leaver who is not a Good Leaver
"Board"	the board of directors of the Company from time to time
"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
"Controlling Interest"	an interest (as defined in section 820 to 825 of the 2006 Act) in shares in the Company conferring

in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company

"connected person"

the meaning given to that expression in section 993 of the Income Taxes Act 2007 and **"connected with"** shall be construed accordingly

"Deemed Transfer Notice"

has the meaning given to that term at **Article 16.2**

"Employee Trust"

any trust established by the Company for the benefit of employees and/or any of the persons referred to in section 1166 of the 2006 Act and which has been approved by the Investor Majority

"electronic address"

any address or number used for the purposes of sending or receiving documents or information by electronic means

"electronic form" and "electronic means"

have the meaning given in section 1168 of the 2006 Act

"Fair Value"

for the purposes of these Articles means the amount agreed between the Board (with Investor Consent) and the Seller or, in the absence of agreement within 15 Business Days of the Transfer Event, as determined by the Auditors in accordance with **Article 16**

"Family Member"

the wife or husband or civil partner (or widow or widower or surviving civil partner), children and grandchildren (including step and adopted children and grandchildren) of an Investor

"Family Trust"

in relation to an Investor only, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Investor or any of his Family Members and under which no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Investor or any of his Family Members

"Financial Year"	shall in respect of the Company have the meaning defined in section 390 of the 2006 Act
"FSMA"	the Financial Services and Markets Act 2000 (as amended from time to time)
"Good Leaver"	<p>(a) a person who is a Leaver as a result of:</p> <ul style="list-style-type: none"> (i) death; or (ii) Serious Ill Health; or (iii) wrongful dismissal; or (iv) unfair dismissal (save where such finding is on the basis of purely procedural grounds); or (v) redundancy; and <p>(b) any Leaver whom the Board, with Investor Consent, determines is a Good Leaver</p>
"Group"	the Company and each of its subsidiaries from time to time and references to " member of the Group " and " Group Company " shall be construed accordingly
"hard copy form"	has the meaning given in section 1168 of the 2006 Act
"holder"	in respect of any Share, the person or persons for the time being registered by the Company as the holder of that Share and " shareholder " shall be interpreted accordingly
"Investment Date"	the date of completion of the Shareholders' Agreement
["Investor Associate"	means members of an Investor Group and any company or fund (including any unit trust or investment trust) or partnership (including a limited partnership) which is advised, or the assets of which are managed, (whether solely or jointly with others) from time to time by any Investor or any member of its Investor Group or

the Lead Investor or by any person who advises or manages the assets (or some material part thereof) of that Investor or any member of its Investor Group]

“Investor Consent”

the consent in writing of [the Investor Majority]
[the Lead Investor] [the Investor Director]

“Investor Director”

the director appointed pursuant to **Article 9**

[“Investor Group”

in relation to each Investor:

- (a) the Investor or any subsidiary or holding company of the Investor or subsidiary of a holding company of the Investor (each a **“Relevant Person”**); or
- (b) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser; or
- (c) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser; or
- (d) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person; or
- (e) any nominee or trustee of any Relevant Person; or
- (f) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person including any person who becomes a manager or adviser of an Investor in place of or in addition to such Investor; or
- (g) any co-investment scheme, being a scheme under which certain officers,

employees or partners of a Relevant Person or its adviser or manager are entitled or required (as individuals or through a body corporate or any other vehicle) to acquire shares which the Relevant Person would otherwise acquire or has acquired]

"Investor Majority" the holders of more than [75]% of the Ordinary Shares held by the Investors for the time being (whether through nominees or otherwise)

"Investors" the "Investors" as defined in the Shareholders' Agreement (including any additional or replacement "Investor" who is joined as an "Investor" in a deed of adherence executed in accordance with the Shareholders' Agreement)

"Issue Price" in respect of a Share, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium

"Joint Election" a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 in a form approved by the Investors, such approval being evidenced by the delivery of Investor Consent

["Lead Investor" *[NAME] of [ADDRESS]] [or such other person as may be nominated as such by an Investor Majority from time to time]*

"Leaver" a holder who:

- (a) is an individual; and
- (b) who is or was previously a director or employee of [or a consultant to] a member of the Group (other than the Investor Director); and
- (c) ceases to hold such office or employment [or consultancy] and as a consequence is no longer a director or employee of [or consultant to] any member of the Group

unless the Investor Majority notify the Company

that such event is not a Transfer Event in relation to that holder for the purposes of **Article 16.1**

"Listing"

the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to trading on the Alternative Investment Market of London Stock Exchange plc or the admission by any recognised investment exchange of any part of the share capital of the Company, and, in each case, such admission becoming effective

"Managers"

the "Managers" as defined in the Shareholders' Agreement (including any additional or replacement "Manager" who is joined as a "Manager" in a deed of adherence executed in accordance with the Shareholders' Agreement)

"Ordinary Shares"

the ordinary shares of £[AMOUNT] each in the capital of the Company having the rights set out in **Article 10**

"recognised investment exchange"

has the meaning given to the expression in section 285(1) FSMA

"Sale"

the transfer (other than a transfer permitted under **Articles 13.1, 13.2.1** and **13.2.2**) of any interest in shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest

"Seller"

a holder of shares who wishes, or is required, to transfer shares or any beneficial interest therein to a person to whom **Article 13** does not apply

"Serious Ill Health"

for the purpose of these Articles means an illness or disability certified by a general medical practitioner (nominated or approved by the Investor Majority) as rendering the departing person incapable of carrying out his role as an employee [and/or director] for a continuous

period of 12 months or more than 12 months in any continuous period of 24 months save where such incapacity has arisen as a result of the abuse of drugs or alcohol

- "Shares"** Shares in the capital of the Company
- "Shareholders' Agreement"** the shareholders' agreement dated [DATE] and made between the Company, the Investors, [INVESTTECO] Limited and the Managers as may be supplemented, varied or amended or replaced from time to time
- "the Statutes"** the Companies Act as defined in section 2 of the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
- "Transfer Event"** has the meaning given to that term at **Article 16.1**
- "Transfer Price"** in relation to a Transfer Notice given under a voluntary transfer pursuant to **Article 14**, the Transfer Price (as stated in the Transfer Notice), or in the case of a Deemed Transfer Notice as determined in accordance with **Article 16.4**
- "in writing"** hard copy form or, to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes), electronic form or website communication
- 2.2 Words and expressions defined in or having a meaning provided by the Statutes (but excluding any statutory modification not in force on the date of adoption of these Articles) or the Shareholders' Agreement will, unless the context otherwise requires, have the same meanings when used in these Articles.
- 2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.
- 2.4 References to a "**subsidiary**" or "**holding company**" will have the meanings defined by section 1159 of the 2006 Act and for the purposes of section 1159(1)

a company (the first company) shall be treated as a member of another company if:

- (a) any of its subsidiaries is a member of that other company; or
- (b) any shares in that other company are held by a person acting on behalf of the first company or any of its subsidiaries; or
- (c) any shares in that other company are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares by the first company.

2.5 Where the word "**address**" appears in these Articles it is deemed to include postal address and, where applicable, electronic address.

2.6 Words signifying the singular number only include the plural number and vice versa.

PROCEEDINGS OF DIRECTORS

3. UNANIMOUS DECISIONS OF DIRECTORS

A decision of the directors may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. Model Article 8(2) shall not apply to the Company.

4. REMOVAL OF DIRECTORS

The office of any director shall be vacated if:

4.1 (in the case of an executive director only) he shall, for whatever reason, cease to be employed by the Company or any other member of the Group and he does not remain an employee of any other Group Company; or

4.2 (other than in the case of an Investor Director) all the other directors request his resignation in writing,

and the provisions of Model Article 18 shall be extended accordingly.

5. PARTICIPATION IN DIRECTORS' MEETINGS

5.1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-

5.1.1 the meeting has been called and takes place in accordance with these Articles; and

- 5.1.2 they can each simultaneously communicate with and to the others participating in the meeting any information or opinions they have on any particular item of the business of the meeting.
- 5.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or, subject to **Article 5.1.2**, how they communicate with each other.
- 5.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 5.4 Model Article 10 shall not apply to the Company.
- 5.5 Model Article 9(2)(c) shall be amended by the insertion of the word "simultaneously" after the words "how it is proposed that they should" and before the words "communicate with each other during the meeting".

6. **QUORUM FOR DIRECTORS' MEETINGS**

- 6.1 The quorum for directors' meetings shall throughout each meeting be two directors [one of whom must, subject to **Article 6.2**, be the Investor Director (if appointed).]
- 6.2 In relation to any meeting of the directors to consider whether to authorise a conflict of interest of the Investor Director:
 - 6.2.1 it shall not be necessary for the Investor Director to be present in person or by proxy in order to constitute a quorum;
 - 6.2.2 the meeting shall not deal with any other business other than that of the consideration of the conflict of interest of the Investor Director; and
 - 6.2.3 the quorum for such meeting shall be one and Model Article 11(2) is varied accordingly.
- 6.3 Without prejudice to **Article 6.2**, if, and as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a meeting of the directors the following apply:
 - 6.3.1 if the eligible directors participating in the meeting do not constitute a quorum, then the quorum for the purposes of the meeting shall be one which must be, other than a meeting pursuant to **Article 6.2**, the Investor Director (if appointed) and Model Article 11(2) is varied accordingly; and
 - 6.3.2 if, notwithstanding **Article 6.3.1**, the eligible directors participating in the meeting still do not constitute a quorum, then the meeting must be

adjourned to enable the holders of the Shares to authorise any situation in which a director has a conflict of interest.

7. **DIRECTORS' INTERESTS**

7.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director (including the Investor Director) notwithstanding his office, but, in the case of directors other than the Investor Director, subject always to obtaining Investor Consent:

7.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company [or in which the Company is in any way interested];

7.1.2 may hold any other office or employment with the Company (other than the office of Auditor);

7.1.3 [may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested];

7.1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company [or any body corporate in which the Company is in any way interested] (other than as Auditor); and

7.1.5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 7.1.1 to 7.1.4** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

7.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which the director or any other interested director may have [or where the terms of authorisation of such conflict of interest provide that the director may not vote in situations prescribed by the Board when granting such authorisation], a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in **Articles 7.1.1 to 7.1.4** (inclusive) and in any of the circumstances set out in Model Articles 14(3) and 14(4).

7.3 For the purposes of **Article 7.1**:

7.3.1 a general notice to the Board 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;

7.3.2 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; and

7.3.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force at the date of adoption of these Articles) connected with a director shall be treated as an interest of the director.

7.4 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

8. **AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST**

8.1 Any approval of a conflict of interest (other than a conflict of interest of the Investor Director or the Chairman) pursuant to **Article 7** will be subject, in addition to board authorisation pursuant to section 175 of the 2006 Act, to obtaining an Investor Consent which may specify that certain conditions be attached to such authorisation. Any such board authorisation pursuant to section 175 of the 2006 Act which is given without obtaining an Investor Consent or without such conditions attaching to the authorisation as specified by the [Investor Majority] [Lead Investor] will be ineffective.

8.2 Any conflict of interest of the Investor Director or the Chairman may be authorised either by way of authorisation of the Board as set out at section 175 of the 2006 Act or by way of resolution of the holders of the Shares (including an Investor Majority). Any refusal of the Board to authorise such conflict of interest will not in any way affect the validity of a resolution of the holders of the Shares (including an Investor Majority) to authorise such conflict of interest.

8.3 An Investor Director will not be in breach of his duty under sections 172, 174 and 175 of the 2006 Act or the authorisation given by this **Article 8** by reason only that he receives confidential information from a third party relating to a conflict of interest which has been authorised by this **Article 8** and either fails to disclose it to the directors or fails to use it in relation to the Company's affairs.

9. **INVESTOR DIRECTOR**

9.1 An Investor Majority may from time to time appoint any person to be a director with the title of investor director (the "**Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove the Investor Director from office.

- 9.2 There shall not be more than one director bearing the title of Investor Director in office at any time.
- 9.3 Any appointment or removal of the Investor Director shall be in writing served on the Company signed by an Investor Majority and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 9.4 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the addresses for service of notice on each Investor under the Shareholders' Agreement.
- 9.5 Upon written request by an Investor Majority the Company shall procure that the Investor Director is forthwith appointed as director of any other member of the Group to any committee of the Board or the board of any member of the Group.

10. **SHARES**

The Shares shall be treated *pari passu* and as if they constituted one class of share. The rights attached to the Shares are as follows:

10.1 **Dividends**

Any profits which the Company determines to distribute in respect of any Financial Year shall, subject to the approval of the holders of Shares of the Company in general meeting [*and Investor Consent*], be applied in distributing such profits amongst the holders of the Shares then in issue *pari passu* according to the number of such Shares held by them respectively.

10.2 **Capital**

On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be applied:

- 10.2.1 in paying to each holder of Shares, firstly, any dividends thereon which have been declared but are unpaid and, secondly, an amount equal to the Issue Price of each Ordinary Share held by him; and
- 10.2.2 thereafter, in distributing the balance of such assets amongst the holders of the Shares (*pari passu* as if they constituted one class of share) in proportion to the numbers of the Shares held by them respectively.

10.3 **Voting**

10.3.1 The holders of the Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company:

10.3.1.1 on a written resolution, each holder shall have one vote in respect of each Share they hold; and

10.3.1.2 each holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for each Share they hold.

10.3.2 Each holder of the Shares shall be entitled to appoint more than one proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the holder of Shares.

11. **ALLOTMENT OF SHARES**

11.1 The directors shall not allot any Shares [*other than [] Shares pursuant to the exercise of employee share options*] unless notice in writing is given to each holder specifying:

11.1.1 the number and classes of Shares which are proposed to be issued;

11.1.2 the consideration payable on such issue; and

11.1.3 any other material terms or conditions.

11.2 The notice specified in **Article 11.1** shall invite each holder to state, in writing within 10 Business Days from the date of such notice (which date shall be specified therein), whether he/it is will to subscribe for any, and if so, how many shares.

11.3 The Shares proposed to be issued pursuant to **Article 11.1** shall be issued to the holders accepting the offer in proportion (as nearly as may be) to the proportion which Shares held by such holder bear to the total number of Shares held by all such holders accepting such offer ("**Proportionate Element**") provided that such holder shall not be allocated more Shares than he shall have stated himself in writing to take. It shall be open to each such holder to specify if he/it is willing to subscribe for Shares in excess of his/its Proportionate Element ("**Additional Shares**") and, if the holder does so specify, he/it shall state the number of Additional Shares.

- 11.4 Within three Business Days of the expiry of the invitation made pursuant to the notice given under **Article 11.1** (or sooner if all holders have responded to the invitation and all the Shares proposed to be issued have been accepted in the manner provided in **Article 11.3**), the Board shall allocate the Shares in the following manner:
- 11.4.1 if the total number of Shares applied for is equal to or less than the available number of shares to be issued the Company shall allocate the number applied for in accordance with the applications; or
- 11.4.2 if the total number of shares applied for is more than the available number of Shares to be issued, each holder shall be allocated his/its Proportionate Element (or such lesser number of Shares to be issued for which he/it may have applied) applications for Additional Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Additional Shares in his/its Proportionate Element,
- and in either case the Company shall forthwith give notice of each such allocation (an "**Issue Notice**") to each of the persons to whom Shares are to be issued (a "**Member Subscriber**") and shall specify in the Issue Notice the time (being not later than ten Business Days after the date of the Issue Notice) at which the allotment of the Shares shall be made.
- 11.5 Upon such allocations being made as set out in **Article 11.4**, the Board shall be bound, on payment of the subscription price, to issue the Shares comprised in the Issue Notice to the Member Subscriber named therein at the time therein specified free from any lien, charge or encumbrance.
- 11.6 Notwithstanding any other provisions of this **Article 11**, no Shares shall be allotted to any party not bound by the Shareholders' Agreement unless that party has first entered into a deed of adherence (if so required by the Shareholders' Agreement) and a Joint Election (if required to do so by the [Investor Majority] [Lead Investor]).
- 11.7 Notwithstanding anything herein to the contrary, the provisions in this **Article 11** shall not apply to any issue [**ADD DETAILS HERE IF THERE ARE ANY OPTION SHARES OR IF THERE IS TO BE AN UNALLOCATED POT**]
- 11.8 In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562(1) to (5) (inclusive) of the 2006 Act shall not apply to the Company.

TRANSFER OF SHARES

12. GENERAL

12.1 No transfer of any Share shall be made or registered unless such transfer complies with the provisions of these Articles and the transferee has, if so required by the terms of the Shareholders' Agreement, first entered into a deed of adherence pursuant to the Shareholders' Agreement and, if so required by the Investor Majority, first entered into a Joint Election which has also been signed by the Company. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles.

12.2 For the purposes of these Articles the following shall be deemed (but without limitation) to be a transfer by a holder of Shares:

12.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself; and

12.2.2 any sale or any other disposition of any legal or equitable interest in a Share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by a written instrument.

13. PERMITTED TRANSFERS

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 13** shall be permitted without restriction and the provisions of **Articles 14** (Voluntary Transfers) and **15** (Change of Control) shall have no application.

13.1 Permitted transfers by Investors

13.1.1 Any Investor who is a body corporate shall be entitled to transfer all or any of its Shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "**Related Company**") but if a Related Company whilst it is a holder of shares in the Company shall cease to be a Related Company in relation to the body first holding the relevant shares it shall, within 15 Business Days of so ceasing, transfer the Shares held by it to such body or any Related Company of such body and failing such transfer the holder shall be deemed to have given a Transfer Notice pursuant to **Articles 14** and **16**.

- 13.1.2 Any Investor may [*with Investor Consent*] transfer all or any of its Shares to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities.
- 13.1.3 Any Investor may [*with Investor Consent*] transfer any Share to any investment trust company whose shares are listed on a recognised investment exchange which is also managed by such Investor or the manager of such Investor or by a holding company of such management company or any subsidiary company of such holding company.
- 13.1.4 [Any Investor may transfer Shares to an Investor Associate or any other member of its Investor Group.]
- 13.1.5 Any Investor may transfer Shares to any partner of a limited partnership (or their nominees) acting in such capacity (provided such transfer is made in accordance with the fund or partnership agreement governing such entity or partnership) or to the holders of units in a unit trust (or their nominees) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed.
- 13.1.6 Any Shares which are held by an Investor on behalf of any collective investment scheme (within the meaning of section 235 of FSMA), may be transferred to participants (within the meaning of that section), in the scheme in question.
- 13.1.7 Any Investor may transfer any Shares to the beneficial owner of the shares, including, without limitation, to any person who becomes a general partner, nominee or trustee for a limited partnership, unit trust or investment trust in place of, or in addition to, such Investor.
- 13.1.8 In the event of the death of an Investor, the executor of that Investor's estate may transfer any Shares to a Family Member or Family Trust of that Investor.

13.2 **Permitted Transfers by all Shareholders**

- 13.2.1 Subject to **Article 13.2.2** any holder may at any time transfer any Shares, in accordance with the provisions of the Statutes, to the Company.

13.2.2 Any holder may at any time transfer all or any of his Shares to any other person with [*the prior written consent of the Board and*] Investor Consent.

13.2.3 Any Shares may be transferred pursuant to **Article 15.1** (Tag Along) and/or **Article 15.5** (Drag along).

14. **VOLUNTARY TRANSFERS**

14.1 Except as permitted under **Article 13** any Seller who wishes to transfer Shares shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying:

14.1.1 the number of Shares (the "**Sale Shares**") which he wishes to transfer;

14.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares; and

14.1.3 the price at which he wishes to transfer the Sale Shares (the "**Transfer Price**").

14.2 The Seller may state in the Transfer Notice that he is only willing to transfer all the Sale Shares in which case no Sale Shares can be sold unless offers are received for all of them.

14.3 Where any Transfer Notice is deemed to have been given in accordance with these Articles all the shares registered in the name of the Seller shall be included for transfer, and the provisions of **Article 14.2** shall not apply.

14.4 No Transfer Notice or Deemed Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Seller is obliged to procure the making of an offer under **Articles 15.1** to **15.4** and is unable to procure the making of such an offer or the Investor Majority approves such withdrawal. In that event the Seller shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer save that where the Investor Majority approves such withdrawal, the Seller shall bear all costs relating to such Transfer Notice or Deemed Transfer Notice.

14.5 The Transfer Notice shall constitute the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price upon the following terms:

14.5.1 the price for each Sale Share is the Transfer Price, (save in the case of a Deemed Transfer Notice where the Transfer Price will be as determined in accordance with either **Article 16.3.2** or **Article 16.4**);

- 14.5.2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.
- 14.6 Each holder of shares shall state, in writing within 20 Business Days from the date of such Transfer Notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares which shall, if he so wishes, include an amount in excess of his Proportionate Entitlement as mentioned in **Article 14.7.2.2**.
- 14.7 For the purposes of allocation of the Sale Shares, the Sale Shares shall be treated as offered to the existing holders of shares excluding the Seller.
- 14.7.1 The Sale Shares shall be offered on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of shares (the "**Proportionate Entitlement**"). It shall be open to each such holder to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement ("**Excess Sale Shares**") and, if the holder does so specify, he shall state the number of Excess Sale Shares.
- 14.7.2 Within three Business Days of the expiry of the invitation made pursuant to **Article 14.1** or pursuant to any Transfer Notice deemed to be given (or sooner if all holders of shares have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in **Article 14.6**), the Board shall allocate the Sale Shares in the following manner:
- 14.7.2.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or
- 14.7.2.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares:
- (a) each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in the order of priorities set out in **Article 14.7**; and
- (b) applications for Excess Sale Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which shares held by such holder bears to the total number of shares

held by all such holders applying for Excess Sale Shares PROVIDED THAT such holder shall not be allocated more Excess Sale Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Seller and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than ten Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

14.8 Subject to **Article 14.9**, upon such allocations being made as set out in **Article 14.7**:

14.8.1 the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance;

14.8.2 if the Seller makes default in so doing, the chairman for the time being of the Company or, failing him, [one of the directors] [the Company], or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller:

14.8.2.1 a transfer of the relevant Sale Shares to the Member Applicant; and

14.8.2.2 all such consents, written resolutions and proxies as the appointed attorney shall consider to be necessary or desirable for the purposes of any general meeting of the Company relating to or associated with or required to enable the sale of Sale Shares to proceed;

14.8.3 [any director] [the Company] may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Sale Shares so purchased by him or them; and

14.8.4 the [relevant director] [Company] shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he

shall deliver up his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.

- 14.9 If the provisions of **Article 14.2** apply and if the total number of shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for ten Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this **Article 14** shall be conditional upon all Sale Shares being sold.
- 14.10 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 14** the Seller may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if **Article 14.2** does apply) or any Sale Shares which have not been sold (if **Article 14.2** does not apply) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:
- 14.10.1 [the Board shall refuse registration of the proposed transferee unless the Company has Investor Consent to transfer the Sale Shares] OR [the Board shall be entitled to refuse registration of the proposed transferee if he is or is believed to be a nominee for a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries];
- 14.10.2 if the provisions of **Article 14.2** applied to the Transfer Notice, the Seller shall not be entitled, save with the written consent of all the other holders of shares of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;
- 14.10.3 any such sale shall be a bona fide sale and the Board may request such information as it reasonably deems necessary to satisfy itself that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Buyer [and, if not so satisfied, may refuse to register the instrument of transfer]; [and/or]
- 14.10.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Seller to procure the making of an offer in

accordance with **Articles 15.1 to 15.4**, until such time as such offer has been made and, if accepted, completed.

15. **CHANGE OF CONTROL**

Tag along

15.1 Subject to **Article 15.2** if the effect of any transfer of Shares by a Seller would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the Seller shall procure the making, by the proposed transferee of the Seller's Shares, of a Tag Along Offer to all of the other holders of shares of the Company. Every holder or recipient of such offer, on receipt of a Tag Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Tag Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.

15.2 The provisions of **Article 15.1** and **15.5** shall not apply to any transfer of Shares:

15.2.1 pursuant to **Article 13**;

15.2.2 to any person who was an original party to the Shareholders' Agreement.

15.3 "**Tag Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase Shares held by the recipients of a Tag Along Offer or shares which recipients may subscribe free from all liens, charges and encumbrances at a price per Share equal to the highest price per Share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 15.1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the shares giving rise to the obligation to make the Tag Along Offer) within the period of one year ending on the proposed date of completion of such transfer of shares.

15.4 In the event of disagreement, the calculation of the relevant Tag Along Offer price shall be referred to the Auditors and **Articles 23.1** and **23.2** shall apply.

Drag along

15.5 If [75%/80%] of all Shareholders (in this **Article 15.5**, the "**Dragging Sellers**") wish to transfer their Shares (the "**Offer**") to any person (the "**Buyer**"), pursuant to the terms of a bona fide arms length transaction, then the Dragging

Sellers shall also have the option to require all other holders and any persons who would become holders upon the exercise of any options, warrants or other rights to subscribe for Shares which exist at the date of the Offer (the "**Called Shareholders**"), to transfer with full title guarantee all their Shares (including any Shares issued pursuant to any options, warrants or rights to subscribe existing at the date of the Offer once exercised) (the "**Called Shares**") in the Company to the Buyer, or as the Buyer directs, by giving notice (the "**Drag Along Notice**") to that effect to all such Called Shareholders. The Drag Along Notice shall specify that the Called Shareholders are, or will, in accordance with this **Article 15.5** and **Articles 15.6** and **15.7**, be required to transfer with full title guarantee all their Called Shares pursuant to **Articles 15.5, 15.6** and **15.7** free from all liens, charges and encumbrances and the price (the "**Proposed Price**") at which such Shares are to be transferred which shall be an equal price per Share to that offered by the Buyer to the Dragging Sellers.

15.6 Upon any person, following the issue of a Drag Along Notice becoming a holder of shares of the Company pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Called Shares ("**a New Member**"), a Drag Along Notice, on the same terms as the previous Drag Along Notice, shall be deemed to have been served upon the New Member who shall thereupon be bound to sell and transfer all such Called Shares acquired by him to the Buyer or as the Buyer may direct and the provisions of this **Article 15.6** shall apply to the New Member save that completion of the sale of such Shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Member or, if later, upon the date of completion under the previous Drag Along Notice.

15.7 If the Called Shareholders (or any of them which shall include any New Member) shall make default in transferring their Called Shares within any time period specified in the Drag Along Notice (including any Called Shares issued pursuant to any options, warrants or rights to subscribe existing at the date of the Drag Along Notice once exercised) in accordance with the provisions of any Drag Along Notice and pursuant to **Articles 15.5, 15.6** and **15.7**, the provisions of **Article 14.8** (references therein to the Seller, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the Called Shares in respect of which such default is made, the Drag Along Notice and the Buyer respectively) shall apply to the transfer of such Shares but the Transfer Price shall be the price offered for such Shares as set out in **Article 15.5**.

16. **COMPULSORY TRANSFERS**

16.1 In this **Article 16**, a "**Transfer Event**" means, in relation to any holder of Shares:

16.1.1 a holder who is an individual:

- 16.1.1.1 becoming bankrupt; or
- 16.1.1.2 dying (with the exception that, if such holder is an Investor, the executor of the Investor's estate may make the permitted transfers as set out in **Article 13.1.8** only);
- 16.1.2 a holder making any arrangement or composition with his creditors generally;
- 16.1.3 a holder becoming a Leaver ;
- 16.1.4 a holder attempting to deal with or dispose of any share or any interest in it otherwise than in accordance with these Articles; and
- 16.1.5 a holder failing to make a transfer of Shares required by **Articles 13.1.1** or **13.2.5**

in each case, unless the Investor Majority notify the Company that such event is not (in whole or in part) a Transfer Event in relation to that holder for the purposes of this **Article 16.1**.

- 16.2 Upon the happening of any Transfer Event, the holder in question shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by him and which in the case of a transferee of Shares were the Shares received directly or indirectly from the holder who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same shares except for shares which have then been validly transferred pursuant to that Transfer Notice.
- 16.3 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 14** as if they were Sale Shares in respect of which a Transfer Notice had been given save that:
 - 16.3.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date upon which the Investor Majority becomes aware that the relevant event is a Transfer Event and has notified the Company that the relevant event is a Transfer Event;
 - 16.3.2 subject to **Article 16.4**, the Sale Price shall be a price per Sale Share as agreed between the Seller, the Board and the Investor Majority, or in default of agreement within 15 Business Days after the date of the Transfer Event, the Fair Value;
 - 16.3.3 the provisions of **Article 14.2** shall not apply to a Deemed Transfer Notice;

- 16.3.4 the Seller may retain any Sale Shares for which Buyers are not found or, after the expiry of the three calendar month period referred to in **Article 14.10** and with prior Investor Consent, sell all or any of those Sale Shares to any person (including any holder) at any price per Sale Share which is not less than the Sale Price; and
 - 16.3.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event.
- 16.4 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event arising due to a holder being a Leaver shall:
- 16.4.1 in the case of a Good Leaver be their Fair Value; and
 - 16.4.2 in the case of a Bad Leaver be their Fair Value or, if less, their Issue Price.
- 16.5 For the purpose of **Article 16.1.3** the date upon which a holder becomes a Leaver shall be:
- 16.5.1 where a contract of employment or directorship [or consultancy] is terminated by the employer [or the relevant Group Company] by giving notice to the employee [or consultant] of the termination of the employment or directorship [or consultancy agreement], the date of that notice (whether or not a payment is made by the employer [or the relevant Group Company] in lieu of all or part of the notice period required to be given by the employer [or the relevant Group Company] in respect of such termination);
 - 16.5.2 where a contract of employment or directorship [or consultancy] is terminated by the employee [or consultant] by giving notice to the employer [or the relevant Group Company] of the termination of the employment or directorship [or consultancy], the date of that notice;
 - 16.5.3 save as provided in **Article 16.5.1** where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance;
 - 16.5.4 where a contract of employment [or consultancy] is terminated under the doctrine of frustration, the date of the frustrating event; and
 - 16.5.5 where a contract of employment or directorship [or consultancy] is terminated for any reason other than in the circumstances set out in

Articles 16.5.1 to 16.5.4 above, the date on which the action or event giving rise to the termination occurs.

17. VALUATION OF SHARES

- 17.1 In the event that the Auditors are required to determine the price at which Shares are to be transferred pursuant to these Articles, the price shall be the amount the Auditors shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this **Article 17** is required), give their written opinion as to the price which represents a fair value for such Shares as between a willing seller and a willing buyer as at the date the Transfer Notice or Deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these Articles.
- 17.2 In the event that the Auditors decline to accept an instruction to provide a valuation pursuant to this **Article 17**, then the price will be determined by a firm of independent chartered accountants, such accountants to be instructed by the Company with Investor Consent.
- 17.3 **Articles 23.1** and **23.2** shall apply to any determination under this Article by the Auditors.

18. COMPLIANCE

- 18.1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these Articles or (ii) that no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these Articles or (iii) whether an offer is required to be or ought to have been made under **Article 15.1**, the Board may require any holder or the legal or personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares from time to time registered in the holder's name.

GENERAL MEETINGS

19. NOTICE OF GENERAL MEETINGS

- 19.1 Every notice convening a general meeting shall:

19.1.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and

19.1.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

19.2 A notice convening a general meeting (other than an adjourned meeting) must be called by at least 14 days notice but a general meeting can be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting being a majority who together hold not less than [90%] in nominal value of the shares giving that right. The notice must state the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting.

20. **PROCEEDINGS AT GENERAL MEETINGS**

20.1 No business shall be transacted at any general meeting of the Company unless a quorum of holders at the time when the meeting proceeds to business and for its duration. Two persons, being holders of Shares present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting.

20.2 If a quorum is not present within half an hour from the time appointed for a general meeting or if, during any general meeting, a quorum ceases to be present, 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 place as the directors (with Investor Consent) may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the same the shareholders present shall form a quorum. Model Article 41(1) to (5) inclusive shall not apply to the Company.

21. **WRITTEN RESOLUTIONS**

21.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

21.2 For the purposes of this **Article 21** "circulation date" is the date on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

ADMINISTRATIVE ARRANGEMENTS

22. **BORROWING POWERS**

Subject to the terms of any shareholders' agreement which may be in force from time to time, the Board may exercise all the powers of the Company to borrow

money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the 2006 Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

23. **AUDITORS**

Auditors' determination

23.1 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators or arbiters and their decision shall be final and binding on the Company and all the holders of shares (in the absence of fraud or manifest error).

23.2 The Auditors' costs in making any such determination referred to in **Article 23.1** shall be borne by the Company unless the Auditors shall otherwise determine.

[Auditors' appointment and re-appointment

23.3 Auditors must be appointed for each financial year of the Company. Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the 2006 Act.

23.4 Auditors cease to hold office at the end of the next period for appointing auditors unless and until they are re-appointed.]

24. **COMPANY COMMUNICATION PROVISIONS**

24.1 Where:

24.1.1 a document or information is sent first class by post (whether in hard copy or electronic form) to an address in the United Kingdom, and

24.1.2 the Company is able to show that it was properly addressed, prepaid and posted

it is deemed to have been received by the intended recipient 24 hours after it was posted.

24.2 Where:

24.2.1 a document or information is sent or supplied by electronic means, and

24.2.2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient 24 hours after it was sent.

24.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient -

24.3.1 when the material was first made available on the website, or

24.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

24.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 24.1, 24.2 and 24.3.**

24.5 Subject to any requirements of the 2006 Act, documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

25. **INDEMNITIES FOR DIRECTORS**

25.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, [the Company may indemnify] every director, alternate director, auditor, [secretary] or other officer of the Company [shall be entitled to be indemnified by the Company] against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, [secretary] or other officer of the Company [and against any such liability incurred by him in connection with the Company's activities as trustee of an occupational pension scheme as defined in section 235(6) of the 2006 Act].

25.2 Subject to the 2006 Act, the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, alternate director, auditor, [secretary] or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director alternate director, auditor, [secretary] or other officer of the Company or of any associated company.

25.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

25.3.1 in defending any criminal or civil proceedings; or

25.3.2 in connection with any application under sections 661(3) or 661(4) or under section 1157 of the 2006 Act.

25.4 Model Articles 52 and 53 shall not apply to the Company.

26. **REGISTERED OFFICE**

The Company's registered office is to be situated in England and Wales.

27. **[ENTRENCHED PROVISIONS]**

[Check Investeeco Memorandum of Association for any entrenched provisions.].

APPENDIX 1

ANNEXURE - Model Articles

2008 No. 3229

COMPANIES

The Companies (Model Articles) Regulations 2008

SCHEDULE 1

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY

SHARES

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise-

"articles" means the company's articles of association;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"chairman" has the meaning given in article 12;

"chairman of the meeting" has the meaning given in article 39;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"distribution recipient" has the meaning given in article 31;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"instrument" means a document in hard copy form;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"paid" means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

Directors’ general authority

1. Subject to the articles, the directors are responsible for the management of the company’s business, for which purpose they may exercise all the powers of the company.

Shareholders’ reserve power

2. (1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking specified action.

- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

3. (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;as they think fit.
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

4. (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

1. (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- (2) If:
 - (a) the company only has one director, and

- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

- 2. (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

- 3. (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate:
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has

been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meeting

4. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

5. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

Chairing of directors' meetings

6. (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.

- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

7. (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

8. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes:
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

- 9. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

- 10. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing directors

- 1. (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
 - (a) by ordinary resolution, or
 - (b) by a decision of the directors.

- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

2. A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 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 three 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.

Directors' remuneration

3. (1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine:
 - (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company.

- (3) Subject to the articles, a director's remuneration may:
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

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

Powers to issue different classes of share

2. (1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- (2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

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

Share certificates

4. (1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- (2) Every certificate must specify:
 - (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of shares of more than one class.
- (4) If more than one person holds a share, only one certificate may be issued in respect of it.
- (5) Certificates must:
 - (a) have affixed to them the company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

5. (1) If a certificate issued in respect of a shareholder's shares is:

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

- (2) A shareholder exercising the right to be issued with such a replacement certificate:
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

- 6. (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- (5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

- 7. (1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- (3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

8. (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the transmittree wishes to have a share transferred to another person, the transmittree must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittree has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

9. If a notice is given to a shareholder in respect of shares and a transmittree is entitled to those shares, the transmittree is bound by the notice if it was given to the shareholder before the transmittree's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

1. (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

- (4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholders' holding of shares on the date of the resolution or decision to declare or pay it.
- (5) If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

2. (1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

- (2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
- (a) the holder of the share; or
 - (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

3. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- (a) the terms on which the share was issued, or
 - (b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

4. (1) All dividends or other sums which are:
- (a) payable in respect of shares, and
 - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If:
- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

Non-cash distributions

5. (1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash of equivalent value (including, without limitation, shares or other securities in any company).
- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
 - (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

Waiver of distributions

6. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:
 - (a) the share has more than one holder, or
 - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise.

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

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

1. (1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
 - (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- (2) Capitalised sums must be applied:
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may:
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

1. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending

the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- (2) A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

2. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

Chairing general meetings

3.
 - (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
 - (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - (a) the directors present, or
 - (b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

4. (1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not:
 - (a) shareholders of the company, or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

5. (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

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

Errors and disputes

2.
 - (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
 - (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll Votes

3.
 - (1) A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
 - (2) A poll may be demanded by:
 - (a) the chairman of the meeting;

- (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

4. (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) the company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:

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

Delivery of proxy notices

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

Amendments to resolutions

- 6. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

1. (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

2. (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

- (4) For the purposes of this article, an authorised person is:
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

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

Provision for employees on cessation of business

4. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

1. (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company.
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.

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

(3) In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

2. (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article:

(a) a "relevant director" means any director or former director of the company or an associated company.

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.