

Company Number. 06053905
Private Company Limited by Shares

Written Resolution

of

I SUPPLY ENERGY LIMITED (the Company)

Circulation Date. 26 January 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a special resolution (the Resolution)

SPECIAL RESOLUTION

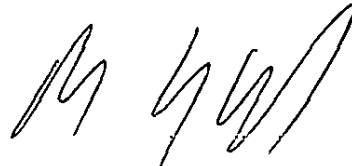
The articles of association contained in the document attached to this Resolution and for the purposes of identification marked 'A' be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

AGREEMENT

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

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

Signed on behalf of
Gilmond Holdings Limited



Date

26 January 2017

THURSDAY



A20 *A5ZEIQM1* 02/02/2017 #184
COMPANIES HOUSE

NOTES

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

Company Number: 6053905

The Companies Act 2006

Private Company Limited by Shares

Articles of Association

of

I Supply Energy Limited

(the Company)

(As adopted by members' written resolution passed on *26 January* 2017)

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

I SUPPLY ENERGY LIMITED

(As adopted by members' written resolution passed on 26 January 2017)

1 PRELIMINARY

1.1 In these Articles, if not inconsistent with the context, the following expressions have the following meanings

Act means the Companies Act 2006 including any statutory re-enactment or modification thereof from time to time in force,

acting in concert has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

Articles mean these articles of association,

Associate means an associated company of that person (provided that the company is incorporated in England and Wales) or a person connected with that person (and whether a person is an associated company or is so connected shall be determined in accordance with sections 449 and 1122 of the Corporation Taxes Act 2010 save that, in construing these sections the term **control** shall have the meaning given by section 450 or section 1124 of the Corporation Taxes Act 2010 so that there shall be control wherever either of the said sections would so require),

Board means the board of directors of the Company from time to time,

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for general business

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

Conflict Authorisation has the meaning given in Article 24 1,

Conflict Authorisation Terms has the meaning given in Article 24 7,

Conflict Situation has the meaning given in Article 24 1,

directors means the directors of the Company from time to time,

eligible director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

electronic communication has the meaning given to it in the Electronic Communications Act 2000,

Encumbrance means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, title retention or any other security agreement or arrangement,

Fair Value means the value of the entire issued share capital of the Company divided by the number of Shares in issue, valuing the entire issued share capital of the Company on the basis of an arm's-length sale between a willing seller and a willing buyer using, inter alia, the following assumptions

(i) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so and that no clients or suppliers of the Company will cease dealing with it as a result of the sale, save where any such person or entity has already ceased to deal with the Company as a consequence of a Seller leaving the Company,

(ii) that the then current directors and staff (other than the Seller) will remain employed by the Company on their then current terms,

(iii) that all the Shares are capable of being transferred without restriction or Encumbrances,

(iv) that all Shareholders are willing vendors and would join in giving customary warranties and indemnities, subject to all relevant disclosures,

(v) so as not to have regard to any premium or discount being attributable to the percentage of the issued share capital of the Company which the Shares in question represent, and

(vi) that the sale is taking place on the day of the Transfer Notice,

Group means in relation to any body corporate, any Holding Company or Subsidiary Undertaking of such body corporate or any Subsidiary Undertaking of a Holding Company of such body corporate,

Holding Company means a holding company within the meaning ascribed to such expression by section 1159 of the Act,

in writing means written, or produced by any visible substitute for writing, which is in or capable of being converted into non-transitory form or partly one and partly another,

Interested Director has the meaning given in Article 24 1,

member has the meaning given in section 112 of the Act,

Model Articles means the model articles prescribed by Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

Non-selling Party has the meaning given in Article 11 1,

Offer has the meaning given in Article 7 9,

Offer Period has the meaning given in Article 7 10,

Ordinary Shares means the ordinary shares of £1 each in the capital of the Company and **Ordinary Shareholder** means a person who is for the time being registered as a holder of Ordinary Shares,

Permitted Transfer means a transfer made in accordance with Article 8,

Permitted Transferee means a person to whom Shares are transferred pursuant to Article 8 other than Article 8 1 3,

Proposing Seller has the meaning given in Article 11 1,

Sale Price has the meaning given in Article 7 5,

Sale Shares has the meaning given in Article 7 3 1,

Seller has the meaning given in Article 7 3,

Share means a share in the capital of the Company of whatever class,

Shareholder means any holder of a Share or Shares and the expression **Shareholders** shall mean all or any of them (as the context may require),

Subsidiary Undertaking means a subsidiary undertaking within the meaning ascribed to such expression by section 1162 of the Act,

Tag Along Offer has the meaning given in Article 11 1,

Transfer Entitlement has the meaning given in Article 7 9, and

Transfer Notice has the meaning given in Article 7 3

1 2 In these Articles

1 2 1 use of the singular includes the plural and vice versa,

1 2 2 use of any gender includes the other genders,

1 2 3 any reference to a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations or trusts, and

- 1 2 4 headings are included for convenience only and do not affect the interpretation of these Articles
- 1 3 Save as aforesaid any words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles became binding on the Company
- 1 4 Words or expressions defined in the Model Articles and words or expressions defined in the Act shall bear the same meaning in these Articles unless the context otherwise requires A reference in these Articles to a **Model Article** is a reference to the relevant article of the Model Articles
- 1 5 The Model Articles shall, except in so far as they are excluded or modified by these Articles, apply to the Company and together with these Articles shall constitute the articles of the Company
- 1 6 Model Articles 6(2), 8(3), 11(2), 13, 14(1) to 14(4) (inclusive), 16, 26(5), 27 to 29 (inclusive), 52 and 53 of the Model Articles shall not apply to the Company
- 2 SHARE CAPITAL**
- Capital***
- 2 1 The issued share capital of the Company at the date of adoption of these Articles comprises 100,002 Ordinary Shares
- Consolidation of Shares***
- 2 2 This Article applies where
- 2 2 1 there has been a consolidation or division of Shares, and
- 2 2 2 as a result, members are entitled to fractions of Shares
- 2 3 The directors may
- 2 3 1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable,
- 2 3 2 authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
- 2 3 3 distribute the net proceeds of sale in due proportion among the holders of the shares
- 2 4 The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- 2 5 The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale

3 FURTHER ISSUES OF SHARES AUTHORITY

Save to the extent authorised from time to time by an ordinary resolution of Shareholders, the directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares

4 PRE-EMPTION RIGHTS ON FURTHER ISSUE OF SHARES

4 1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Shares made by the Company

4 2 Unless otherwise agreed by any Shareholder or Shareholders holding not less than 90% of the voting rights attached to the Shares in issue from time to time and subject to Article 3 and Article 4 5, if the Company proposes to allot any Shares, those shares shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those Shares are being offered to other persons on a *pari passu* and *pro rata* basis to the number of Shares held by those Shareholders (as nearly as possible without involving fractions) The offer

4 2 1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant Shares, and

4 2 2 may stipulate that any Shareholder who wishes to subscribe for a number of Shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Shares (the **Excess Shares**) for which he wishes to subscribe

4 3 Any Shares not accepted by the Shareholders pursuant to the offer made to them in accordance with Article 4 2 shall be used for satisfying any requests for Excess Shares made pursuant to Article 4 2 2 If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants *pro rata* to the number of Shares held by the applicants immediately before the offer was made to the Shareholders in accordance with Article 4 2 (as nearly as possible without involving fractions or increasing the number of Excess Shares allotted to any Shareholder beyond that applied for by him) After that allotment, any Shares remaining to be allotted shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Shareholders

4 4 Subject to Articles 3, 4 2 and 4 3 and to section 551 of the Act, any Shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper

4 5 Articles 4 2 and 4 3 shall not apply to any allotment of Shares to any person as collateral for the provision of debt finance, trading service, corporate finance (including revolving credit facility or mezzanine finance) or similar arrangements to the Company, provided that the total number of shares allotted to any such person as collateral for such arrangements shall not exceed 10% of the Company's fully diluted issued share capital following such allotment

5 LIEN ON SHARES

Company's lien on Shares

5 1 The Company shall have a first and paramount lien (the **Company's Lien**) on every Share registered in the name of any Shareholder (whether solely or jointly with others and whether or not it is a fully paid Share) for all monies (whether presently payable or not and whether by way of nominal value or premium) due to the Company from him or his estate, whether solely or jointly with any person (whether a Shareholder or not) The directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article The Company's Lien on a Share shall extend to all dividends and other monies payable thereon

Enforcement of the Company's Lien

5 2 Subject to the provisions of this Article 5, if

5 2 1 a Lien Enforcement Notice has been given in respect of a Share, and

5 2 2 the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the directors decide

5 3 Where Shares are sold under this Article 5

5 3 1 the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser, and

5 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

5 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

5 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice, and

5 4 2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether payable immediately or at some time in the future) as existed upon the Shares before the sale in respect of all Shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice

5 5 A statutory declaration by a director that the declarant is a director of the Company and that a Share has been sold to satisfy the Company's Lien on a specified date

- 5 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - 5 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share
- 5 6 For the purposes of this Article 5, a **Lien Enforcement Notice** means a notice given by the Company in accordance with Article 25 which
- 5 6 1 may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
 - 5 6 2 must specify the Share concerned,
 - 5 6 3 must require payment of the sum within 14 Clear Days of the notice,
 - 5 6 4 must be addressed either to the holder of the Share or to a transmittee of that holder, and
 - 5 6 5 must state the Company's intention to sell the Share if the notice is not complied with

6 FORFEITURE OF SHARES

Call Notices

- 6 1 Subject to the Articles and the terms on which Shares are allotted, the directors may send a notice (a **Call Notice**) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a **Call**) which is payable to the Company at the date when the directors decide to send the Call Notice
- 6 2 A Call Notice
- 6 2 1 may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company,
 - 6 2 2 must state when and how any Call to which it relates is to be paid, and
 - 6 2 3 may permit or require the Call to be made in instalments
- 6 3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 Clear Days have passed since the notice was sent
- 6 4 Before the Company has received any Call due under a Call Notice the directors may
- 6 4 1 revoke it wholly or in part, or
 - 6 4 2 specify a later time for payment than is specified in the notice,
- by a further notice in writing to the Shareholder in respect of whose Shares the Call is made

Liability to pay Calls

- 6 5 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- 6 6 Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share
- 6 7 Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them
- 6 7 1 to pay Calls which are not the same, or
- 6 7 2 to pay Calls at different times

When Call Notice need not be issued

- 6 8 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share
- 6 8 1 on allotment,
- 6 8 2 on the occurrence of a particular event, or
- 6 8 3 on a date fixed by or in accordance with the terms of issue

However if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

Failure to comply

- 6 9 If a person is liable to pay a Call and fails to do so by the Call Payment Date
- 6 9 1 the directors may issue a notice of intended forfeiture to that person, and
- 6 9 2 until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate
- 6 10 For the purposes of this Article
- 6 10 1 the **Call Payment Date** is the date when the Call Notice states that a Call is payable, unless the directors give a notice specifying a later date, in which case the **Call Payment Date** is that later date, and
- 6 10 2 the **Relevant Rate** is
- (a) the rate fixed by the terms on which the Share in respect of which the Call is due was allotted,
- (b) such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been determined by the directors, or

(c) if no rate is fixed in either of these ways, five per cent per annum

6 11 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

6 12 The directors may waive any obligation to pay interest on a Call wholly or in part

Notice of intended forfeiture

6 13 A notice of intended forfeiture

6 13 1 may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice,

6 13 2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder,

6 13 3 must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 Clear Days after the date of the notice,

6 13 4 must state how the payment is to be made, and

6 13 5 must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited

Board's power to forfeit Shares

6 14 If a notice of intended forfeiture is not complied with before the date by which payment of the Call is required in the notice of intended forfeiture, the directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends and other moneys payable in respect of the forfeited Shares and not paid before the forfeiture

Effect of forfeiture

6 15 Subject to the Articles, the forfeiture of a Share extinguishes

6 15 1 all interests in that Share, and all claims and demands against the Company in respect of it, and

6 15 2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

6 16 Any Share which is forfeited in accordance with the Articles

6 16 1 is deemed to have been forfeited when the directors decide that it is forfeited,

6 16 2 is deemed to be the property of the Company, and

6 16 3 may be sold, re-allotted or otherwise disposed of as the directors think fit

6 17 If a person's Shares have been forfeited

- 6 17 1 the Company must send that person notice that forfeiture has occurred and record it in the Company's register of members,
 - 6 17 2 that person ceases to be a Shareholder in respect of those Shares,
 - 6 17 3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
 - 6 17 4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
 - 6 17 5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal
- 6 18 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all Calls, interest and expenses due in respect of it and on such other terms as they think fit

Procedure following forfeiture

- 6 19 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- 6 20 A statutory declaration by a director that the declarant is a director of the Company and that a Share has been forfeited on a specified date
 - 6 20 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - 6 20 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share
- 6 21 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share
- 6 22 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which
 - 6 22 1 was, or would have become, payable, and
 - 6 22 2 had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

Surrender of Shares

- 6 23 A Shareholder may surrender any Share
- 6 23 1 in respect of which the directors may issue a notice of intended forfeiture,
- 6 23 2 which the directors may forfeit, or
- 6 23 3 which has been forfeited
- 6 24 The directors may accept the surrender of any such Share
- 6 25 The effect of surrender on a Share is the same as the effect of forfeiture on that Share
- 6 26 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

7 TRANSFER OF SHARES

Registration of transfers

- 7 1 The transferor of a Share shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of members of the Company in respect thereof
- 7 2 The directors shall refuse to register any instrument of transfer of Shares which has not been entered into in accordance with the provisions of these Articles or which purports to be made to a minor, a bankrupt or a person of unsound mind

Pre-emption rights

Transfer notices

- 7 3 Subject to Article 8 (*Permitted Transfers*), Article 11 (*Tag Along Rights*) and Article 12 (*Drag Along Rights*) any Shareholder who wishes to transfer any Shares or any interest in Shares or grant any rights or options over or in respect of any Shares (the **Seller**) shall give to the Company notice thereof in writing (the **Transfer Notice**) and such Transfer Notice shall specify
- 7 3 1 the number and class of Shares the Seller wishes to transfer (the **Sale Shares**), which may be all or part only of the Shares then held by the Seller, and
- 7 3 2 whether or not the Seller has received an offer from a third party for the Sale Shares and, if so, the identity, and details of the business activities, of the third party and the price (including all relevant terms) offered for the Sale Shares,
- and shall be accompanied by the share certificate(s) for the Sale Shares or a suitable indemnity in lieu Except as otherwise expressly provided in these Articles, a Transfer Notice shall be irrevocable without the consent of all the directors, who may impose such conditions to any consent as they think fit
- 7 4 A Transfer Notice may specify that unless acceptances are received for all the Sale Shares then none of the Sale Shares shall be sold (an **All or Nothing provision**)

Sale price

7 5 A Transfer Notice shall constitute the Company as the Seller's agent for the sale of the Sale Shares (free from all Encumbrances but with the benefit of all rights then attached to them) at a price per Sale Share agreed in writing by the Seller and the Board (the **Sale Price**) In the absence of such agreement within 20 Business Days of service (or deemed service) of the Transfer Notice (whether by reason of disagreement, absence, death or otherwise), the Sale Price shall be the price per Sale Share which such firm of chartered accountants (the **Expert**)

7 5 1 as the Seller and the Board may agree in writing within five Business Days of such date, or

7 5 2 failing such agreement, as shall be appointed for this purpose on the application of either the Seller or the Board by the President of the Institute of Chartered Accountants in England and Wales,

(acting as experts and not as arbitrators) shall certify to be in their opinion the Fair Value as at the date of the Transfer Notice, their terms of reference for such including the definition of such expression contained in Article 1 1

7 6 The Expert's certificate shall (in the absence of fraud or manifest error) be final and binding for all purposes The cost of obtaining the certificate shall be borne by the Company (unless the Sale Price as so certified is the same as, or lower than that (if any) which the Board had notified to the Seller as being in their opinion the Fair Value per Sale Share, in which case the cost shall be borne by the Seller)

7 7 If the Expert is asked to certify the Sale Price pursuant to Article 7 5, the Company shall within five Business Days of issue of the certificate furnish a copy of it to the Seller and the Seller shall be entitled, by notice in writing given to the Company within 10 Business Days of the same being served on him, to withdraw the Transfer Notice

7 8 The Expert shall be given access to all accounting records and other relevant documents of the Company and all such other facilities and information as they may reasonably require for the purpose of their determination, on a confidential basis where appropriate

Offer and allocation of the Sale Shares

7 9 Subject to Article 7 18, within 21 Business Days of the Sale Price being agreed or determined in accordance with Article 7 5, and provided that the Seller does not validly withdraw the Transfer Notice in accordance with Article 7 7, the directors shall offer the Sale Shares to all the Shareholders other than the Seller by notice in writing (the **Offer**) and each number of Sale Shares so offered shall be a **Transfer Entitlement** The Transfer Entitlements of Shareholders shall be determined, so far as practicable, on the basis that the Sale Shares shall be allocated between Shareholders pro rata to the number of Shares held by each such Shareholder A Shareholder (other than the Seller) will be entitled to apply for more or less than their Transfer Entitlement

7 10 The Offer shall be open for the period specified by the directors, being not less than five nor more than 20 Business Days from the date upon which the relevant Offer is made (the **Offer Period**), during which time each applicable Shareholder must state in writing to the

Company the number of Sale Shares (if any) he would like to buy, and any such Shareholder who fails to do so shall be deemed to have rejected the Offer made to him

7 11 If, on the expiry of the Offer Period

7 11 1 the directors shall have received valid acceptances in respect of all the Sale Shares in accordance with the allocations set out in Article 7 9, the directors shall allocate the Sale Shares amongst the Shareholders as follows

- (a) to each Shareholder who has agreed to purchase Sale Shares, his Transfer Entitlement or such lesser number of Sale Shares for which he may have applied, and
- (b) if any Shareholder has applied for less than his Transfer Entitlement, the excess shall be allocated to those Shareholders who have applied for more than their Transfer Entitlement in proportion to the number of Shares then held by each of them respectively (but without allocating to any Shareholder an aggregate number of Sale Shares greater than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 7 11 1(b), disregarding any Shareholder whose application has already been satisfied in full,

or

7 11 2 the directors shall not have received valid acceptances in respect of all the Sale Shares in accordance with the allocations set out in Article 7 9, the directors shall, unless the Transfer Notice contained an All or Nothing provision, allocate the Sale Shares amongst the Shareholders as follows

- (a) to each Shareholder who has agreed to purchase Sale Shares, his Transfer Entitlement or such lesser number of Sale Shares for which he may have applied, and
- (b) if any Shareholder has applied for less than his Transfer Entitlement, the excess shall be allocated to those Shareholders who have applied for more than their Transfer Entitlement in proportion to the number of Shares then held by each of them respectively (but without allocating to any Shareholder an aggregate number of Sale Shares greater than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 7 11 2(b), disregarding any Shareholder whose application has already been satisfied in full

7 12 If any of the Sale Shares shall not be capable of being offered under this Article 7 without involving fractions, such Sale Shares shall be allocated amongst the Shareholders in such proportions as the directors (acting reasonably) shall think fit

Completing the sale of the Sale Shares

7 13 If the Transfer Notice did not contain an All or Nothing provision or the Transfer Notice did contain an All or Nothing Provision and valid acceptances have been received in respect of all the Sale Shares then, within five Business Days of the conclusion of the Offer Period, the

directors shall notify the Seller of the number of Sale Shares taken up in the Offer and shall notify each offeree who has accepted the Offer (a Buyer) in writing that a contract has been concluded for the sale and purchase of the Sale Shares allocated to the Buyer, whereupon

7 13 1 the Seller and the respective Buyers shall be bound to give effect to such contracts and shall within ten Business Days of notice being given in accordance with this Article 7 13 execute proper transfers of the Sale Shares and effect payment of the Sale Price for the respective Sale Shares, and

7 13 2 the Seller shall sell the Sale Shares to each Buyer with full title guarantee, free from all Encumbrances and with the benefit of all rights attaching to them (including all dividends and distributions) as at the date of the relevant contract

7 14 The Seller will co-operate and will do and execute all other acts, deeds and things necessary to give effect to the provisions of these Articles concerning the transfer of Sale Shares and the Shareholders (so far as within their capacity to do so) shall procure that a meeting of the Board is duly convened to approve and register each transfer of Sale Shares permitted or required by any provision of these Articles (subject to the same being duly stamped, adjudicated or certified nil duty payable)

7 15 If the Seller shall fail to comply with its obligations under Article 7 13 the Company

7 15 1 may receive the Sale Price and the directors may appoint a person to execute instruments of transfer of the Sale Shares in favour of each Buyer,

7 15 2 shall, subject to the relevant transfer being submitted by each Buyer duly stamped, cause their names to be entered in the register of members of the Company as the holders of the Sale Shares, and

7 15 3 shall hold the Sale Price in trust for the Seller

The receipt of the Sale Price by the Company shall be a good discharge to each Buyer and, after their names have been entered in the register of members of the Company under this Article, the validity of the transactions shall not be questioned by any person

Partial acceptance of Offer

7 16 If

7 16 1 an All or Nothing provision is included in the Transfer Notice then upon completion of the Offer, if acceptances have not been received in respect of all of the Sale Shares, the Company shall forthwith in writing notify the Seller whereupon the Seller shall be entitled, by notice in writing

(a) to withdraw the Transfer Notice (in which event neither the Seller nor any Buyer will have any further obligations in respect of any offer made for the Sale Shares and the Company shall forthwith notify each Buyer accordingly), or

(b) at any time within three months of notification, to transfer

- (i) all of the Shares comprised in the Transfer Notice (in which event neither the Seller nor any Buyer will have any further obligations in respect of any Offer made for the Sale Shares and the Company shall forthwith notify each Buyer accordingly), or
- (ii) the balance of any Sale Shares not the subject of an accepted Offer (in which event the sale of Sale Shares already the subject of an accepted Offer shall proceed forthwith in accordance with Article 7 13),

to the third party notified to the Company pursuant to Article 7 3 2 (or, if no such party has been so notified, to any person on a bona fide arm's length sale at any price not less than the Sale Price or, as the case may be, to any person otherwise entitled to the Shares on the death, bankruptcy or insolvency of the Seller), or

7 16 2 an All or Nothing provision is not included in the Transfer Notice then upon completion of the Offer, if acceptances have not been received in respect of all of the Sale Shares, the Company shall forthwith in writing notify the Seller whereupon the Seller shall be entitled, by notice in writing at any time within three months of notification, to transfer the balance of any Sale Shares not the subject of an accepted Offer (in which event the sale of Sale Shares already the subject of an accepted Offer shall proceed forthwith in accordance with Article 7 13) to the third party notified to the Company pursuant to Article 7 3 2 (or if no such party has been so notified, to any person on a bona fide arm's length sale at any price not less than the Sale Price or, as the case may be, to any person otherwise entitled to the Shares on the death, bankruptcy or insolvency of the Seller)

Failure to complete through no fault of the Seller

7 17 Where, through no default of the Seller, any purchase of Sale Shares is not duly completed, the directors shall notify each Buyer of Sale Shares in respect of which there has been default in completion and if within five Business Days of such notice being given each such Buyer shall not have fully completed the purchase of the respective Sale Shares, the Seller shall be entitled to sell such Sale Shares to any third party on the terms described in Article 7 16

Preliminary offer to the Company

7 18 Before the provisions of Articles 7 9 to 7 16 shall apply, the Board may determine that the Sale Shares which are the subject of the Transfer Notice or deemed Transfer Notice shall be allocated at the Sale Price to the Company, subject to the Company being legally able to do so in accordance with the Act

7 19 Such determination shall be made within 20 Business Days of the date of the Transfer Notice or deemed Transfer Notice and shall be communicated in writing to the Seller If no such determination is made within this period, the Sale Shares shall be offered in accordance with the provisions of Articles 7 9 to 7 16

8 PERMITTED TRANSFERS

8 1 The restrictions on transfer contained in Article 7 (*Transfers of Shares*) and Article 10 (*Registration of Transfers*) shall not apply to

8 1 1 any transfer of Shares by a Shareholder to an Associate,

8 1 2 without prejudice to Articles 11 (*Tag Along Rights*) and 12 (*Drag Along Rights*), any transfer of Shares made with the consent of the holders of 100% of the issued Shares, provided that this Article 8 1 2 shall not of itself enable Shares to be transferred more than once, or

8 1 3 any transfer of Shares pursuant to an offer made in accordance with Article 11 (*Tag Along Rights*) or 12 (*Drag Along Rights*)

8 2 If a person to whom Shares have been transferred pursuant to Article 8 1 1 shall cease to be an Associate, such person shall be bound, if and when required in writing by the directors, to give a Transfer Notice in respect of the Shares concerned and the provisions of Article 7 shall apply except that the only person entitled to acquire the Shares subject to the Transfer Notice will be the Shareholder who transferred the Shares to the relevant Associate if he is still a Shareholder at the date of such Transfer Notice (unless he agrees otherwise in writing)

8 3 No Shares may be transferred under this Article 8 if they are the subject of a Transfer Notice given or deemed to be given pursuant to Article 7 3

9 INFORMATION ABOUT SHAREHOLDINGS AND TRANSFERS

9 1 For the purpose of ensuring that a transfer of Shares is duly authorised under these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given, the directors may from time to time require

9 1 1 any Shareholder,

9 1 2 any person named as transferee in any transfer lodged for registration, or

9 1 3 any person who was, is or may be an Associate of any of the foregoing,

to provide the Company with such information and evidence as the directors may think fit including (but not limited to) the names, addresses and interests of all persons having interests in the Shares from time to time registered in the Shareholder's name

9 2 If such information or evidence discloses that a Transfer Notice ought to have been given (or deemed given) in respect of any Shares, the directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned

9 3 If such information or evidence is not provided to the satisfaction of the directors within 10 Business Days after request, the directors

9 3 1 shall refuse to register the transfer in question or (if there is no transfer in question) require by notice in writing to the holder of the relevant Shares that a Transfer Notice be given in respect of the Shares concerned, and

9 3 2 may serve a notice on the Shareholder or other person entitled or claiming to be entitled to be registered as the holder of the Shares stating that the Shareholder or such other person may not

(a) attend or vote (personally or by proxy) at any general meeting or at any class meeting, or

(b) receive dividends on his shares,

until the evidence or information has been provided to the directors' satisfaction

10 REGISTRATION OF TRANSFERS

10 1 The directors may refuse to register a transfer of a Share on which the Company has a lien

10 2 If the directors refuse to register a transfer of Shares they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, refusal

11 TAG ALONG RIGHTS

11 1 If any Shareholder, on his own or acting in concert (within the meaning of the edition of the City Code on Takeovers and Mergers current at the relevant time) with one or more other Shareholders (the **Proposing Seller**), proposes to sell or transfer, in one or a series of related transactions, Shares greater than 50% of all the Shares in issue at the time of the proposed sale or transfer to any person other than another Shareholder or a Permitted Transferee (**Tag Along Buyer**), the Proposing Seller shall procure, before the sale or transfer (**Proposed Transfer**), that each Tag Along Buyer makes a bona fide written offer (a **Tag Along Offer**) to each of the other Shareholders (each a **Non-selling Party**) to buy all of each Non-selling Party's Shares for the same price per Share or, if higher, at their fair market value, and otherwise on the same terms and conditions as those applying to the proposed sale or transfer by the Proposing Seller of his Shares

11 2 Each Tag Along Offer shall specify

11 2 1 the identity of the Tag Along Buyer,

11 2 2 the proposed sale date,

11 2 3 the price for the relevant Shares and any other principal terms and conditions of the proposed sale or transfer,

11 2 4 the number of Shares proposed to be purchased by the Tag Along Buyer, and

11 2 5 the period (being not less than 15 Business Days from service of the Tag Along Offer) for acceptance by each Non-selling Party

- 11 3 If, within the period specified in each Tag Along Offer, any Non-selling Party accepts the offer in writing (**Accepting Shareholder**), then the Proposing Seller shall procure that the sale by that Non-selling Party of his relevant Shares shall proceed on the same financial terms (including price per Share) and at the same time as the sale of the Proposing Seller's Shares, but shall be conditional on completion of the purchase of all the Shares pursuant to the Tag Along Offer held by the Accepting Shareholder
- 11 4 Any acceptance by a Non-selling Party of a Tag Along Offer shall be irrevocable, but no sale of that Non-selling Party's Shares pursuant to its acceptance shall take place unless and until the sale of the Proposing Seller's Shares is completed
- 11 5 If the Tag Along Buyer fails to make the Tag Along Offer to all holders of Shares in the Company in accordance with Articles 11 1 and 11 2 the Proposing Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer

12 DRAG ALONG RIGHTS

- 12 1 The provisions of this Article 12 shall apply if any Shareholder (on his own or acting in concert with one or more other Shareholders (each a **Selling Shareholder**)) proposes to sell or transfer Shares (the **Majority Shares**) that in aggregate constitute more than 50% of all the Shares in issue at the time of the proposed sale or transfer as part of a bona fide arm's length transaction to any person other than another Shareholder or a Permitted Transferee
- 12 2 The Selling Shareholder may (but shall not, subject to Article 11, be obliged to) give to the Company not less than 15 Business Days' prior written notice of that proposed sale or transfer That notice (the **Sale Notice**) will include details of the Majority Shares, the payment terms and the proposed price per Majority Share to be paid by the proposed buyer (the **Proposed Buyer**), details of the Proposed Buyer and the place, date and time for completion of the proposed purchase being a date not less than 15 Business Days from service of the Sale Notice (the **Drag Along Completion**) Any Sale Notice received by the Company less than 15 Business Days before the proposed date of the Drag Along Completion shall be ineffective
- 12 3 As soon as practicable upon receipt of a Sale Notice, the Company shall give notice in writing (**Drag Along Notice**) to each of the Shareholders (other than the Selling Shareholder) (**Called Shareholders**) giving the details contained in the Sale Notice and requiring each of them to sell and transfer to the Proposed Buyer at the Drag Along Completion all Shares held by them (and any of their Permitted Transferees) (the **Called Shares**), provided that the Selling Shareholder may withdraw a Sale Notice at any time prior to the Drag Along Completion by written notice to the Company to that effect and, on service of that notice, each Drag Along Notice shall no longer be binding and shall cease to have any effect
- 12 4 Each Called Shareholder who is given a Drag Along Notice shall, in the event of the proposed sale or transfer proceeding, sell (or procure the sale of) all the Shares referred to in his Drag Along Notice to the Proposed Buyer on the payments terms set out in the Drag Along Notice at the highest price per Majority Share proposed by the Proposed Buyer or, if higher, at which Shares have been purchased by the Proposed Buyer or any person acting in concert with the Proposed Buyer during the period of six months prior to the date of the

Sale Notice or, if higher, at their fair market value and otherwise on terms no less favourable than those applicable to the sale of Shares by the Selling Shareholder

- 12 5 Completion of the sale of the Called Shares shall take place on the date proposed for completion of the sale of the Majority Shares (the **Completion Date**) unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders
- 12 6 The rights of pre-emption set out in these Articles shall not apply to any transfer of Shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served
- 12 7 Within 15 Business Days of the Company serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver correctly executed stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their Shares on the Completion Date pursuant to Article 12 4 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt of the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 12 4 in trust for the Called Shareholders without any obligation to pay interest
- 12 8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due on the Completion Date pursuant to Article 12 4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 12 in respect of their Shares
- 12 9 If any of the Shareholders or their Permitted Transferees shall fail to comply with the terms of Article 12 4 in any respect (each a **Defaulting Shareholder**)
- 12 9 1 the Company shall be constituted the agent of each Defaulting Shareholder for the sale of his Shares (together with all rights then attached to those Shares) referred to in his Drag Along Notice in accordance with that notice,
- 12 9 2 the Board may authorise a director to execute and deliver on behalf of each Defaulting Shareholder the necessary transfers,
- 12 9 3 the Company may receive the purchase money in trust for each Defaulting Shareholder and cause the Proposed Buyer to be registered as the holder of such Shares,
- 12 9 4 the receipt by the Company of the purchase money pursuant to those transfers shall constitute a good and valid discharge to the Proposed Buyer (who shall not be bound to see to the application of those monies),

12 9 5 after the Proposed Buyer has been registered in purported exercise of the powers in this Article 12 9 the validity of the proceedings shall not be questioned by any person, and

12 9 6 the Company shall not pay the purchase monies to a Defaulting Shareholder until he shall, in respect of the Shares subject to the Drag Along Notice, have delivered a share certificate (or a suitable indemnity in lieu) and the necessary transfers to the Company

12 10 The expressions **price per Share** and **price per Majority Share** used in Articles 11 and 12 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares in question which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding

13 NOTICE OF GENERAL MEETINGS

13 1 All general meetings of the Company shall be called by at least 14 Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed, by a majority in number of the Shareholders having a right to attend and vote at the meeting

13 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted If a Shareholder is not in the United Kingdom he shall still be entitled to receive notice of a general meeting if he has provided the Company with an address for service to be used whilst he is outside of the United Kingdom

13 3 General meetings shall be held as and when required

13 4 Subject to the provisions of the Articles and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders, to all persons entitled to a Share in consequence of the death, bankruptcy or insolvency of a member and to the directors and auditors (if any) of the Company

14 PROCEEDINGS AT GENERAL MEETINGS

14 1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business and whilst the business of the meeting is being transacted A quorum shall consist of any Shareholder or Shareholders holding not less than 50% of the voting rights attached to the Shares in issue from time to time

14 2 If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned for the same day in the next week at the same time and in the same place or as near to the same time and in the same place as is practicable If, at the adjourned meeting, a quorum is not

present (such meetings having been validly convened in accordance with the Articles), the Shareholders present at such adjourned meeting shall constitute a quorum

14 3 A poll may be demanded at any general meeting by the chairman or by any Shareholder present in person or by proxy and entitled to vote

14 4 The chairman shall not be entitled to a second or casting vote at any general meeting

14 5 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for ten Business Days or more, at least 7 Clear Days' notice shall be given specifying the time and the place of the adjourned meeting and the general nature of the business to be transacted Otherwise, it shall not be necessary to give any such notice

14 6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman of the meeting or by any Shareholder present in person or by proxy Unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution The demand for a poll may be withdrawn

14 7 If and for so long as the Company has only one member that member present in person or by proxy or, where that member is a corporation, its duly authorised representative shall be a quorum at any general or class meeting of the Company Model Article 38 shall be modified accordingly

15 GENERAL MEETING ON MEMBERS' REQUISITION

15 1 In addition to any relevant provisions of the Act, the directors shall forthwith proceed to convene a general meeting of the Company on the requisition of holders of not less than 50% in nominal value of the Shares in issue at the date of deposit of the requisition, such meeting to be convened for such date as is specified in the requisition or as soon thereafter as the Act permits

15 2 The requisition must state the objects of the meeting, and must be signed by or on behalf of the requisitionists and deposited at the registered office of the Company, and may consist of several documents in like form each signed by or on behalf of one or more requisitionists

15 3 If the directors do not within seven days from the date of deposit of the requisition proceed to convene a meeting in accordance with this Article 15, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date

15 4 A meeting convened under this Article by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by directors

15 5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting in accordance with this Article shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the directors as were in default

16 PROXIES

16 1 Model Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words *"is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"*

16 2 Model Article 45(1) of the Model Articles shall be amended by the insertion of the words *"and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting"* as a new paragraph at the end of that Model Article

17 DIRECTORS NUMBER AND APPOINTMENT OF DIRECTORS

17 1 Subject to any ordinary resolution of the Company, there shall be no maximum number of directors and the minimum of directors shall be one, provided that if at any time there are insufficient directors appointed to make up a quorum

17 1 1 if there is only one director he may act alone in exercising all the powers, discretions and authorities vested in the directors, and

17 1 2 if there is more than one director

(a) a directors' meeting may take place, if it is called in accordance with these Articles and at least two directors participate in it, with a view to calling a general meeting to appoint sufficient directors to make up a quorum, and

(b) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may call a general meeting to appoint sufficient directors to make up a quorum

17 2 No shareholding qualification for directors or alternate directors shall be required, but nevertheless they shall be entitled to attend and speak at any general meeting of the Company

17 3 Article 17(1) of the Model Articles shall be amended by the insertion, at the end of that article, of the words *"provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to*

exceed any maximum number fixed or otherwise determined in accordance with these articles"

17 4 A person may be appointed a director notwithstanding that he shall have attained the age of 70 years and no director shall be liable to vacate office by reason of his attaining that or any other age

17 5 In any case where, as a result of death, bankruptcy or insolvency, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

17 6 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman of the meeting shall not have a casting vote

18 ALTERNATE DIRECTORS

18 1 Each director (other than an alternate director) shall have the power at any time to appoint as an alternate director either another director or any other person approved for that purpose by a resolution of the directors (such approval not to be unreasonably withheld) and, at any time, to terminate such appointment. Every appointment and removal of an alternate director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company

18 2 An alternate director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to directors. An alternate director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

18 3 An alternate director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the directors and of any committee of the directors of which his appointor is a member and to attend and to vote as a director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties of his appointor as a director and to receive notice of all general meetings

18 4 The appointment of an alternate director shall automatically determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor shall cease for any reason to be a director

18 5 A director or any other person may act as alternate director to represent more than one director and an alternate director shall be entitled at meetings of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present

Termination of director's appointment

18 6 Without prejudice to Model Article 18, any director may be removed from office (no matter how he was appointed) by notice in writing delivered to the registered office or tendered at a meeting of the directors and signed by any member or members holding Shares entitling such member or members to exercise more than 50% of the votes at any general meeting of the Company

19 REMUNERATION OF DIRECTORS

Each of the directors shall be entitled to fees for his services at such rate as may from time to time be determined by the directors or by a committee authorised by the directors. The directors shall also be entitled to be repaid by the Company all such reasonable expenses (including travelling, hotel and incidental expenses) as they may incur in attending meetings of the directors, or of committees of the directors, or general meetings, or separate meetings of the holders of any class of shares or which they may otherwise properly incur in or about the business of the Company

20 DIRECTORS' EXPENSES

Model Article 20 shall be amended by the insertion of the words "*(including alternate directors)*" before the words "*properly incur*"

21 POWERS OF DIRECTORS

The directors may (by establishment or maintenance of schemes or otherwise) pay or procure the payment of pensions, annuities, allowances, gratuities and superannuation or other benefits to or for the benefit of past or present directors or employees who are or were at any time employed by or in the service of the Company or held any place of profit with the Company or any of its subsidiaries or any company associated with, or any business acquired by, any of them or to or for the benefit of persons who are or were related to or dependants of any such directors or employees and may make contributions to any fund and pay premiums for the purchase or payment of any such pension, annuity, allowance, gratuity, superannuation or other benefit or make payments for or towards the insurance of any such person

22 PROCEEDINGS OF THE DIRECTORS

22 1 The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. A meeting of the directors at which a quorum is present shall be competent to exercise all powers, authorities and discretions for the time being vested in or exercisable by the directors. Questions arising at any meeting shall be determined by a majority of votes. A director may, and the secretary (if any) on the requisition of a director shall, call a meeting of the directors. Notice of any meeting of the directors shall be in writing and shall be given to all directors, whether within or outside the UK, at the address specified by such directors for the service of such notice, not less than seven days before the proposed date of the meeting. A director may waive notice of any meeting either before or after the meeting

22 2 The quorum necessary for the transaction of business of the directors shall be any two eligible directors, provided that

22 2 1 if a quorum is not present or ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place, and

22 2 2 for the purposes of any meeting (or part of a meeting) held pursuant to Article 24 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

22 3 Any or all of the directors may take part in a meeting of the directors by way of a conference telephone or similar equipment that allows all persons participating in the meeting to hear and speak to each other Each director taking part in this way shall be counted as being present at the meeting Meetings shall be treated as taking place where most of the participants are or, if there is no such place, where the chairman of the meeting is

22 4 All acts done by any meeting of the directors, or of a committee or sub-committee of the directors, or by any person acting as a director or by an alternate director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any director, alternate director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a director or, as the case may be, an alternate director and had been entitled to vote

23 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

23 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

23 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

23 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

23 1 3 shall be entitled to vote and count in the quorum at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

23 1 4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

23 1 5 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him, as defined in section 252 of the Act) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

24 DIRECTORS' INTERESTS

24 1 For the purposes of section 175 of the Act, the directors shall have the power to authorise, on such terms and subject to such conditions as they may determine (a **Conflict Authorisation**) any matter proposed to them in accordance with these Articles which otherwise might give rise to a situation (a **Conflict Situation**) in which a director (an **Interested Director**) would have a direct or indirect interest which conflicts, or may conflict, with the interests of the Company (including in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised

24 2 Where the directors give a Conflict Authorisation

24 2 1 it shall be recorded in writing (but the authorisation shall be effective whether or not it is recorded), and

24 2 2 the directors may revoke or vary the authority at any time but this will not affect anything done by the Interested Director in accordance with the authorisation before the revocation or variation

24 3 A Conflict Authorisation will be only effective if

24 3 1 at the meeting of the directors at which the Conflict Situation is considered, any requirement as to quorum is met without counting the Interested Director, and

24 3 2 it is agreed to without any Interested Director voting, or would have been agreed to if the votes of any Interested Director had not been counted

24 4 Subject to Article 24 3 and the provisions of the Act, any matter proposed to the directors and any authorisation by the directors in relation to a Conflict Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors

24 5 For the purposes of Article 24 1, a conflict of interest includes a conflict of interest and duty and a conflict of duties

24 6 An Interested Director shall be obliged

24 6 1 to disclose to the other directors, as soon as reasonably practicable, the nature and extent of his interest in any Conflict Situation, and

24 6 2 to act in accordance with any conditions determined by the directors under article 24 1

24 7 Any conditions to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to article 24 1) provision that

24 7 1 where the Interested Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party,

24 7 2 the Interested Director may (but shall be under no obligation to) absent himself from the discussion of, or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter, and

24 7 3 the Interested Director be excluded from the receipt of documents and information, the participation in discussion or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,

and anything done (or omitted to be done) by the Interested Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under Article 24 1) will not constitute a breach by him of his duties under sections 172 to 174 of the Act

25 NOTICES

25 1 A notice may be given

25 1 1 by the Company to any Shareholder or director either personally or by sending it by first class post (airmail if abroad) or means of electronic communications to him or to his registered address or to the address supplied by him to the Company for the giving of notice to him, or

25 1 2 to the Company for the purpose of these Articles by like method at its registered office for the time being

25 2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted. A notice contained in an electronic communication shall be deemed to be effected at the time the electronic communication was sent

25 3 Every director and every alternate director shall, upon supplying the Company with an address for the giving of notices, be entitled to receive notices of general meetings, provided always that non-receipt of any such notice by any director or alternate director shall not invalidate the proceedings at the meeting convened by such notice

26 INDEMNITY AND INSURANCE

- 26 1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person, whether an officer or not, engaged by the Company as auditor) will be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, including any liability incurred by him in defending any proceedings in relation thereto but this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act
- 26 2 Without prejudice to the provisions of Article 26 1 the directors shall have power to purchase and maintain for or for the benefit of any such persons as are indemnified or entitled to indemnification under that Article insurance against any losses or liabilities to which that Article applies