

Agreed form of the Articles

THE COMPANIES ACT 2006

A PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ORIGO PARTNERS PLC

~~As amended by 75% Resolution passed on 18 March 2013~~

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THE COMPANIES ACT 2006
A PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ORIGO PARTNERS PLC

Preliminary

1 Exclusion of Table A

The Companies (Model Article) Regulations 2006, as amended from time to time, shall not apply to the Company.

2 Interpretation

2.1 In these Articles, unless the contrary intention appears:

2.1.1 the following definitions apply:

Accreted means ~~\$1.00 per Convertible Preference~~(i) in respect of Redeemable
Principal ~~Share~~Preference Shares being ~~converted~~—or redeemed ~~(as Amount~~—~~applicable)~~ plus an accrued rate of return of ~~of~~
Amount before 1 January 2018, the sum of \$1.0526 ~~5~~per Redeemable Preference Share being redeemed and (ii) in respect of Redeemable Preference Shares being redeemed on and after 1 January 2018, the sum of \$1.0526 per Redeemable Preference Share being so redeemed plus a rate of return equal to 4 per cent. per annum calculated on a simple basis from (and including) 1 January 2018 up to and including the date upon which each Convertible Preference Share was issued up to and including the date of conversion or redemption (as applicable) plus, where conversion or redemption occurs after 8 March 2016, for the period from 8 March 2016 up to and including the date of conversion or redemption (as applicable), an accrued rate of return of 6.67 per cent. per annum on which such Redeemable Preference Shares are redeemed;

Act the Companies Act 2006 as amended;

<i>Address</i>	In relation to a notice or other communication in writing, a postal address and, in relation to an electronic communication, any number or address used for the purpose or such communication
<i>Articles</i>	these articles of association, as from time to time altered;
<i>AIM</i>	means AIM, a market operated by the London Stock Exchange;
<i>board</i>	the board of directors for the time being of the company;
<i>Business Day</i>	a day (except Saturday or Sunday) on which banks in the City of London and the Isle of Man are open for business;
<i>Certificated</i>	in relation to a share, that title to the share is recorded on the register as being held in certificated form;
<i>City Code</i>	means the rules for the time being of the City Code on take-overs and mergers of the United Kingdom, and as extended to the Isle of Man by the Companies Act 2006 (Extension of Takeover Panel Provisions) (Isle of Man) Order 2009, which expression shall include any revision or modification thereof) issued by the Panel;
<i>Class</i>	in relation to shares, means a class of shares each of which has identical rights, privileges, limitations and conditions attached to it;
<i>Clear days</i>	in relation to the period of a notice or other communication, that period excluding the day when the notice or other communication is given or deemed to be given and the day for which it is given or on which it is to take effect;
<i>Committee</i>	a committee of the board;
<i>Company</i>	Origo Partners PLC
<i>Connected</i>	a person is connected with a director of a company if, but only if, he (not being himself a director of it) is: <ul style="list-style-type: none"> (a) that director's spouse, child or step-child; (b) except where the context otherwise requires, a body corporate with which the director is connected; or (c) a person acting in his capacity as trustee of any trust the beneficiaries of which include:

- (i) the director, his spouse or any children or step-children of his, or
- (ii) a body corporate with which he is connected,

or of a trust whose terms confer a power on the trustees that may be exercised for the benefit of the director, his spouse, or any children of his, or any such body corporate; or

- (d) a person acting in his capacity as partner of that director or of any person who, by virtue of paragraph (a), (b) or (c) above, is connected with that director.

In this definition:

- (d) a reference to the child or step-child of any person includes an illegitimate child of his, but does not include any person who has attained the age of 18 and paragraph (c) does not apply to a person acting in his capacity as trustee under an employees' share scheme or a pension scheme; and
- (e) a director is connected with a body corporate if, but only if, he and the persons connected with him, together:
 - (i) are interested in shares comprised in the equity share capital of that body corporate of a nominal value equal to at least one-fifth of that share capital (excluding any shares in the company held as treasury shares); or
 - (ii) are entitled to exercise or control the exercise of more than one-fifth of the voting power at any general meeting of that body (excluding any voting rights attached to any shares in the company held as treasury shares);
- (f) a director of a company is deemed to control a body corporate if, but only if:
 - (i) he or any person connected with him is interested in any part of the equity share capital of that body or is entitled to exercise or control the exercise of any

part of the voting power at any general meeting of that body; and

- (ii) that director, the persons connected with him and the other directors of that company, together, are interested in more than one-half of that share capital (excluding any shares in the company held as treasury shares) or are entitled to exercise or control the exercise of more than one-half of that voting power (excluding any voting rights attached to any shares in the company held as treasury shares).

For purposes of subsections (e) and (f) in this definition:

- (g) a body corporate with which a director is connected is not to be treated as connected with that director unless it is also connected with him by virtue of subsection (c) or (d); and
- (h) a trustee of a trust the beneficiaries of which include (or may include) a body corporate with which a director is connected is not to be treated as connected with a director by reason only of that fact.

The definitions set out sections 254 and 255 of the UK Companies Act and the rules set out at Schedule 1 to the UK Companies Act apply for the purposes of subsections (e) and (f) above. References in those subsections to voting power the exercise of which is controlled by a director include voting power whose exercise is controlled by a body corporate controlled by him; but this is without prejudice to other provisions of subsections (c) and (d) above.

~~Conversion Price means \$0.95 (equivalent to £0.60) per Convertible Preference Share;~~

~~Convertible means a convertible redeemable zero Preference dividend preference share of no par value in Share the capital of the Company;~~

Director or director a director for the time being of the eCompany;

Distribution means, in relation to a distribution by the Company to a Shareholder, the direct or indirect transfer of any assets, other than shares, to or for the benefit of a Shareholder or the incurring of a debt to or for the benefit of a Shareholder, in relation to shares held by

that Shareholder, and whether by means of the purchase of an asset, the purchase, redemption or other acquisition of shares, a transfer or assignment of indebtedness or otherwise, and includes a dividend;

Electronic Communications

as defined in section 12 of the Electronic Transactions Act 2000;

Equity security

means a share or a right to subscribe for, or to convert securities into shares in the company;

holder

in relation to any share, the member whose name is entered in the register as the holder of that share;

London Stock Exchange

London Stock Exchange PLC or other principal stock exchange in the United Kingdom for the time being;

Main Meeting Place

as defined in Article 49.4.1;

~~*Maturity Date* means 8 September 2017;~~

Memorandum of Association

means the Memorandum of Association of the Company, as amended from time to time;

~~*Net Asset Value*~~

~~means the net asset value of the Group as calculated by the Directors on a pro forma basis, as at the final day of the preceding month as if the relevant actions had been completed, subject to such adjustments as the Directors consider necessary or appropriate;~~

Non-Qualified Holder

Any person, as determined by the Directors, to whom a sale or transfer of shares, or in relation to whom the holding of shares: (a) would or could be in breach of the laws or requirements of any jurisdiction or governmental authority or in circumstances (whether directly or indirectly affecting such person, and whether taken alone or in conjunction with other persons, connected or not, or any other circumstances appearing to the Directors to be relevant); or (b) might result in the Company incurring a liability to taxation or suffering a pecuniary, fiscal, administrative or regulatory disadvantage, including, but not limited to, the Company being required to register as an "investment company" under the U.S. Investment Company Act, the assets of the Company being deemed to be assets of an "employee benefits plan" within the meaning of Section 3(3) of The United States of America Employee Retirement Income Security Act of 1974, as amended ("ERISA") or of a "plan" within the meaning of Section 4975 of the U.S. Code pursuant to

the plan assets regulation promulgated by the United States Department of Labor under ERISA or otherwise not being in compliance with the U.S. Investment Company Act, ERISA, the U.S. United States Internal Revenue Code of 1986, as amended or any other provision of U.S. federal or state law;

Office the registered office for the time being of the Company;

Ordinary Share means an ordinary share of £0.0001 in the capital of the Company;

~~*Panel*~~ means the Panel on Take-overs and Mergers, which expression shall include any body which succeeds to the functions of the said Panel;

PAG Entities means Pacific Alliance Group Asset Management Limited for itself and for and on behalf of Pacific Alliance Asia Opportunity Fund L.P.;

person an individual, corporation, partnership, association, trust, or other entity, as the context admits or requires;

paid up paid up or credited as paid up;

Person entitled by Transmission a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;

~~*Redemption Date*~~ means 8 September 2017;

Redeemable Preference Share means a redeemable zero dividend preference share of no par value in the capital of the Company;

register the register of members of the company comprising, in respect of certificated shares, the issuer register of members and, in respect of uncertificated shares, the operator register of members;

registered address in relation to a member, the most recent address of that member recorded in the register;

Registrar means the Registrar of Companies appointed under section 205 of the Act

Regulations the Uncertified Securities Regulations 2006 including any modifications thereof and rules made thereunder or any regulations made in substitution therefor under the Act for the time being in force;

<i>Resolution</i>	a resolution of the Shareholders passed by a simple majority;
<i>75% Resolution</i>	a resolution of the Shareholders passed by a majority of at least 75% of the Voting Rights <u>validly exercised in relation thereto</u> ;
<i>seal</i>	any common seal of the company or any official seal or securities seal which the company may have or be permitted to have under the statutes;
<i>Settlement Date</i>	means the date of issue of any Convertible Preference Shares;
<i>Shareholder</i>	means a person whose name is entered in the Register as the holder of one or more shares or fractional shares and each person named as a subscriber in the Memorandum of Association until that person's name is entered in the Register;
	<u>Settlement Effective Date means the date on which the version of the Articles was first adopted containing this definition;</u>
<i>Solvency Test</i>	means the solvency test referred to in section 49 (<i>meaning of "solvency test" and "distribution"</i>) of the Act which the Company satisfies if it is able to pay its debts as they become due in the normal course of the Company's business and the value of its assets exceeds the value of its liabilities;
<i>Statutes</i>	the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act;
<i>uncertificated</i>	in relation to a share, that title to the share is recorded on the register as being held in uncertificated form;
<i>UK Companies Act</i>	means the Companies Act 2006, being a statute in force in England and Wales, as amended or re-enacted from time to time
<i>UK Listing 2000;</i>	the competent authority for the purposes of <i>Authority</i> part VI of the Financial Services and Markets Act 2000;
<i>United Kingdom</i>	the United Kingdom of Great Britain and Northern Ireland;
<i>U.S. Investment Company Act</i>	The United States Investment Company Act 1940, as amended;

<i>Voting Rights</i>	means, in relation to a resolution of the Shareholders or a resolution of a class of Shareholders, all the rights to vote on such resolution conferred on such Shareholders according to the rights attached to the shares held;
<i>year</i>	a period of 12 months; and
<i>\$</i>	means United States dollars;

- 2.1.2 the expressions “*Operator*”, “*Participating Security*” and “*Relevant System*” have the same meanings as are respectively ascribed to them in the Regulations;
- 2.1.3 any other words or expressions defined in the Statutes (as in force on the date of adoption of these Articles) have the same meaning in these Articles to any statute or statutory provision includes a reference to any modification or re-enactment of it for the time being in force;
- 2.1.4 words importing the singular number include the plural number and vice versa, words importing the masculine gender include the feminine gender and words importing persons include bodies corporate and unincorporated associations;
- 2.1.5 any reference to writing includes a reference to any method of representing or reproducing words in a legible and non-transitory form;
- 2.1.6 any reference to a document being sealed or executed under seal or under the common seal of any body or corporate (including the company) or any similar expression includes a reference to it being executed in any other manner which has the same effect as if it were executed under seal.
- 2.2 Headings to these Articles are inserted for convenience only and shall not affect their construction.

3 **Shares**

- 3.1 The share capital of the Company consists of:
- 3.1.1 an unlimited number of Ordinary Shares of £0.0001 each; and
- 3.1.2 an unlimited number of ~~Convertible~~Redeemable Preference Shares of no par value.
- 3.2 Shares may be issued and options to acquire shares may be granted at such times, to such persons, for such consideration and on such terms as the board may determine.
- 3.3 A share may be issued with or without a par value. A share with a par value may be issued in any currency. The par value of a share with a par value may be a fraction of the smallest denomination of the currency in which it is issued.
- 3.4 Shares may be numbered or unnumbered.

- 3.5 No fraction of any share shall be issued or allotted. The Company may make such provisions as it thinks fit for any fractional entitlements to shares.
- 3.6 The Company may issue bonus shares and nil or partly paid shares.
- 3.7 A share may be issued for consideration in any form, including money, a promissory note or other written obligation to contribute money or property, real property, personal property (including goodwill and know-how), services rendered or a contract for future services provided that no shares may be issued for a consideration other than money, unless a resolution of Directors has been passed stating –
- 3.7.1 the amount to be credited for the issue of the shares;
- 3.7.2 the Board's determination of the reasonable present cash value of the non-money consideration for the issue; and
- 3.7.3 that, in their opinion, the present cash value of the non-money consideration for the issue is not less than the amount to be credited for the issue of the shares.
- 3.8 The Company shall maintain the register which shall contain –
- 3.8.1 the name and business or residential address of each of the Shareholders provided that if the register does not contain a shareholder's residential address the registered agent shall maintain a separate record of such address;
- 3.8.2 the number of shares of each Class held by each Shareholder;
- 3.8.3 the date on which the name of each Shareholder was entered in the Register of Members; and
- 3.8.4 the date on which any person ceased to be a Shareholder.
- 3.9 A share is deemed to be issued when the name of the Shareholder is entered in the Register.

4 **Ordinary and ~~Convertible~~Redeemable Preference Shares**

- 4.1 As regards income:
- 4.1.1 the Ordinary Shares shall entitle the holders thereof to receive dividends and other ~~d~~Distributions;
- 4.1.2 the ~~Convertible~~Redeemable Preference Shares shall not entitle the holders thereof to receive dividends and other ~~distributions;~~ Distributions provided always that this Article 4.1.2 shall not restrict the redemption of any Redeemable Preference Shares nor the operation of Articles 4.3.1, 4.6 and 4.10 to 4.12 inclusive in any way;

4.1.3 notwithstanding any other provision of these Articles, no dividend or Distribution or other payments shall be declared or made or paid in cash or in kind by the Company to any Shareholder (in its capacity as such) unless it is in accordance with Articles 4.3 and 4.10 to 4.12 and provided that this Article shall not prevent the Company in any way from entering into and/or continuing any arm's length agreement relating to the sale or purchase of assets for cash or the provision of any borrowings or services for cash with any person whatsoever (including a Shareholder), but shall otherwise prevent the Company from entering into any other agreement with any Shareholder in its capacity as such which is not in accordance with Articles 4.3 and 4.10 to 4.12.

4.2 As regards voting:

4.2.1 the Ordinary Shares shall entitle the holders thereof to receive notice of and to attend and vote at any general meeting of the Company;

4.2.2 the ~~Convertible~~Redeemable Preference Shares shall entitle the holders thereof to receive notice of and to attend and vote at any general meeting of the Company, except in relation to a resolution to declare a dividend, where holders of ~~Convertible~~Redeemable Preference Shares have no right to vote;

4.3 As regards capital:

~~As to a return of capital or a winding up of the Company:~~4.3.1 As to a return of capital on a winding up of the Company or otherwise (other than on a winding up of the Company falling within Article 4.3.3) any surplus assets of the Company available for distribution shall be paid to the holders of the Redeemable Preference Shares (up to the Accreted Principal Amount calculated as if the date of the distribution in the winding up were the redemption date referred to in the definition of "Accreted Principal Amount") and the holders of the Ordinary Shares in the order and proportions as set out in Article 4.11 after first taking account of all previous payments made pursuant to the provisions of Article 4.10 to 4.12.

~~4.3.1 first, the holders of Convertible Preference Shares shall be paid an amount equal to the Accreted Principal Amount in respect of each Convertible Preference Share held by them;~~

~~4.3.2 second, the holders of Ordinary Shares shall be paid an amount equal to the nominal amount paid up on each Ordinary Share held by them; and~~There shall be no returns of capital other than any return of capital that returns capital to Shareholders in the order and proportions provided by Articles 4.3.1, 4.3.3 and 4.10 to 4.12.

~~4.3.3 third, the holders of Ordinary Shares exclusively shall be paid the surplus assets of the Company available for distribution;~~On a winding up of the Company which commences within 365 days of the Settlement Effective Date (other than any such winding up which is initiated in breach of the BM Undertaking or which is otherwise initiated by Brooks Macdonald or any entity or person which controls or is controlled by or is under common control with any Brooks Macdonald entity), until such time as the

Redeemable Preference Shares have been fully redeemed and paid in full, such shares will have priority in and over the Ordinary Shares in respect of the balance of the Accreted Principal Amount.

“Brooks Macdonald” for the purposes of this Article means Brooks Macdonald Group plc, Brooks Macdonald Asset Management Limited, Brooks Macdonald Asset Management (International) Limited, Secure Nominees Limited and Brooks Macdonald Nominees Limited.

“BM Undertaking” for the purposes of this Article means the undertaking pursuant to which: (i) Brooks Macdonald Group plc agree that, it shall not and to the extent that it is able and it would be lawful and in compliance with its regulatory and legal obligations, it shall ensure that any entity or person which it controls or is controlled by or is under its common control with it, and their clients, shall not (directly or indirectly), commence, participate in, fund, voluntarily aid, prosecute or cause to be commenced, any complaint, claim, action, suit, cause of action or other proceeding for the purpose of winding up the Company within 365 days of the Settlement Effective Date; and (ii) Brooks Macdonald Asset Management Limited, Brooks Macdonald Asset Management (International) Limited, Secure Nominees Limited and Brooks Macdonald Nominees Limited agree, to the extent that they are able and it would be lawful and in compliance with their regulatory and legal obligations, they shall not, and shall ensure that any entity or person which controls or is controlled by or is under its common control with any Brooks Macdonald entity, and their clients, shall not (directly or indirectly) commence, participate in, fund, voluntarily aid, prosecute or cause to be commenced, any complaint, claim, action, suit, cause of action or other proceeding for the purpose of winding up the Company within 365 days of the Settlement Effective Date.

4.4 As regards transfer:

~~†~~The Ordinary Shares and the **ConvertibleRedeemable** Preference Shares shall each be freely transferable in accordance with the provisions of these Articles.

ConvertibleRedeemable Preference Shares

4.5 ~~Subject to Article 4.6 below, the Company will redeem all of the Convertible Preference Shares on the Redemption Date at a price of \$1.41 per Convertible Preference Share. Redemption of the Convertible Preference Shares will be subject to any restrictions imposed by the Statutes or any other applicable legislation or regulation.~~4.6 Notwithstanding any other provision of these Articles, no amount shall become due and/or constitute a debt owed by the Company in respect of the payment of a dividend to the holders of Ordinary Shares or in respect of the redemption of any **ConvertibleRedeemable** Preference Share unless any amounts outstanding under the Company’s banking facilities (as may be amended from time to time) have been repaid in full. provided always for these purposes “banking facilities” shall not include such working capital facilities as the Board shall reasonably consider necessary from time to time.

~~4.74.6~~ The Company shall be entitled at any time by giving written notice (a “**Redemption Notice**”) to each holder of **ConvertibleRedeemable** Preference Shares to redeem

such number of the holder's ~~Convertible~~Redeemable Preference Shares (expressed either as a fixed number or as a percentage of such holder's total holding of ~~Convertible~~Redeemable Preference Shares as shown in the register of holders of ~~Convertible~~Redeemable Preference Shares on a date fixed by the directors being not less than seven days prior to the Redemption Date and not earlier than the date of the giving of the Redemption Notice) as is stated in the notice on the date which is 30 days following the giving of the Redemption Notice (which shall be the date fixed for redemption),

- ~~(a) at any time, if less than 15 per cent. of the Convertible Preference Shares in issue at the Settlement Date remain outstanding, provided that the Company shall pay the holder thereof in respect of each ~~Convertible~~Redeemable Preference Share which is redeemed a cash sum equal to the Accreted Principal Amount for each ~~Convertible~~Redeemable Preference Share; or~~
- ~~(b) after the second anniversary of the Settlement Date, if in any period of 30 consecutive dealing days prior to the date of the Redemption Notice, the closing middle market price of the Ordinary Shares has exceeded \$1.235 (converted from pounds sterling at the then prevailing exchange rate at the end of each dealing day) per Ordinary Share on 20 or more of those days, provided that the Company shall pay the holder thereof in respect of each Convertible Preference Share which is redeemed a cash sum equal to the Accreted Principal Amount for each Convertible Preference Share; or~~
- ~~(c) after the second anniversary of the Settlement Date, provided that the Company shall pay the holder thereof in respect of each ~~Convertible~~ Preference Share which is redeemed a cash sum equal to \$1.41 for each ~~Convertible~~ Preference Share, and such amount shall at that time, save where as a result of redeeming the ~~Convertible~~Redeemable Preference Shares the Company would be unable to satisfy the Solvency Test immediately thereafter, become a debt due from and payable by the Company to the holders of the relevant ~~Convertible~~ Preference Shares. Redeemable Preference Shares. For the avoidance of doubt, any shares redeemed shall be cancelled. The redemption of Redeemable Preference Shares shall be effected in accordance with the following principles. In selecting which Redeemable Preference Shares are to be redeemed the Directors shall apply the relevant amount of the Available Funds to be paid out in respect of Redeemable Preference Shares (the "Redemption Cash") pro rata to the holdings of the Redeemable Preference Shareholders and shall only redeem whole numbers of Redeemable Preference Shares. If, as a result, there is surplus Redemption Cash left over the Directors shall redeem as many whole numbers of Redeemable Preference Shares as possible from such surplus and may select which Redeemable Preference Shares to so redeem in their absolute discretion.~~

~~4.84.7~~ If on any date fixed for redemption the Company is unable to redeem in full the relevant number of ~~Convertible~~Redeemable Preference Shares, ~~if~~because as a result of so doing the Company would be unable to satisfy the Solvency Test

immediately thereafter, on any date fixed for redemption, the Company shall redeem as many of such Convertible Redeemable Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so.

4.94.8 On the date fixed for redemption, the holder of each Convertible Redeemable Preference Share held in certificated form falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate for such Convertible Redeemable Preference Shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Convertible Redeemable Preference Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies. If any certificate delivered to the Company includes any Convertible Redeemable Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Convertible Redeemable Preference Shares shall be issued to the holder(s) thereof as soon as practicable thereafter.

4.104.9 In respect of Convertible Redeemable Preference Shares held in uncertificated form, redemption shall be effected if the Company or any sponsoring system participant acting on behalf of the Company receives:

(a) ~~(d)~~ A properly authenticated dematerialised instruction:

- (i) in the form from time to time prescribed by the directors and having the effect determined by the directors from time to time (subject always, so far as the form and effect of the instruction is concerned, to the facilities and requirements of the relevant system in accordance with the Regulations); and
- (ii) that is addressed to the Company, is attributable to the system member who is the holder of the Convertible Redeemable Preference Share(s) concerned and that specifies (in accordance with the form prescribed by the directors as aforesaid) the number of Convertible Redeemable Preference Shares in respect of which redemption is to be effected,

provided always that:

- (iii) subject always to the facilities and requirements of the relevant system concerned, the directors may in their discretion permit the holder of any Convertible Redeemable Preference Share(s) in uncertificated form to redeem such shares by such other means as the directors may approve; and
- (iv) for the avoidance of doubt, the form of the properly authenticated dematerialised instruction as referred to above may be such as to divest the holder of the Convertible Redeemable Preference Share(s) concerned of the power to transfer such Convertible Redeemable Preference Shares to another person pending redemption.

Payment of the redemption monies due to be paid by the Company in respect of any ~~Convertible~~Redeemable Preference Share held in uncertificated form and due to be redeemed on the relevant date fixed for redemption and in respect of which a properly authenticated dematerialised instruction shall have been received in accordance with the foregoing shall be made through the relevant system in accordance with the Regulations or by such other means permitted by the directors.

~~4.11 The holder of any Convertible Preference Share shall at any time more than 40 dealing days after the Settlement Date but not later than 5 dealing days prior to the Redemption Date, be entitled to convert any Convertible Preference Shares, subject to a minimum amount of 100 shares pursuant to a single Conversion Notice (or, if less than 100 Convertible Preference Shares are held by a Convertible Preference Shareholder, such lesser number) into such number of Ordinary Shares as equals the Accreted Principal Amount divided by the Conversion Price (rounded to the nearest whole number of Ordinary Shares), except that such conversion may not occur on or during the date fixed for redemption pursuant to these Articles of any Convertible Preference Shares and any Conversion Notice which would have the effect of fixing a Conversion Date at a time when conversion may not occur shall be void.~~

~~4.12 The Company shall be entitled to convert any Convertible Preference Share into such number of Ordinary Shares as equals the Accreted Principal Amount divided by the Conversion Price (rounded to the nearest whole number of Ordinary Shares):~~

~~(a) at any time after the second anniversary of the Settlement Date, if in any period of 30 consecutive dealing days ending on the dealing day immediately preceding the date of the Redemption Notice, the closing middle market price of the Ordinary Shares has exceeded \$1.235 (converted from pounds sterling at the then prevailing exchange rate at the end of each dealing day) per Ordinary Share on 20 or more of those days; or~~

~~(b) at any time, less than 15 per cent. of the Convertible Preference Shares in issue at the Settlement Date remain outstanding;~~

~~except that such conversion may not occur on or during the date fixed for redemption pursuant to these Articles of any Convertible Preference Shares and any Conversion Notice which would have the effect of fixing a Conversion Date at a time when conversion may not occur shall be void.~~

Agreed redemptions and distributions

4.10 Subject to the provisions of the Act but notwithstanding any contrary provision in these Articles (other than in relation to compliance with the Solvency Test) the Company shall, at such reasonable time as the Board shall decide, make Distributions in the proportions as set out in Article 4.11 from Available Funds (as defined in Article 4.12). Such distributions shall be made:

4.10.1 to the holders of Redeemable Preference Shares, by way of redemption pursuant to Article 4.6 pro rata as between holders of Redeemable

Preference Shares in direct proportion to the number of Redeemable Preference Shares held by each such holder and the Directors are empowered to make any minor variation to the sums paid to deal with fractional entitlements; and

4.10.2 to the holders of Ordinary Shares, in such manner as may be determined by the Directors provided always that all payments to be made by the Company pursuant to this Article 4.10 and 4.11 shall be made to each class of shareholder simultaneously or as near as practically simultaneously.

For the avoidance of doubt, any such Distributions shall be cumulative and not be reset with the availability of further funds for distribution and the holders of Redeemable Preference Shares shall not be entitled to any further sums following the redemption of such shares.

4.11 Available Funds shall be distributed as follows:

4.11.1 in respect of the first \$15,000,000 of any Available Funds divided as to:

(a) 80% (i.e. \$12,000,000) to the holders of Redeemable Preference Shares; and

(b) 20% (i.e. \$3,000,000) to the holders of Ordinary Shares;

4.11.2 in respect of any Available Funds in excess of the \$15,000,000 referred to in Article 4.11.1 divided as to:

(a) 44% to the holders of Redeemable Preference Shares; and

(b) 56% to the holders of Ordinary Shares;

until such time as the Redeemable Preference Shares have been fully redeemed and thereafter all dividends and other Distributions shall be paid only to the holders of Ordinary Shares.

4.12 For the purposes of Articles 4.10 and 4.11 "Available Funds" means the aggregate amount of the Company's net cash (as determined by the Board acting reasonably) less (i):

4.12.1 in respect of the period ending 31 December 2016, an amount which in the reasonable opinion of the Board is the amount required to enable the Company to meet its working capital requirements for the following 24 months; or

4.12.2 in respect of the period following 31 December 2016, an amount which in the reasonable opinion of the Board is the amount required to enable the Company to meet its working capital requirements for the following 12 months;

and (ii) such other sums as the Company requires in order to comply with the Solvency Test.

~~4.13 A conversion pursuant to Articles 4.11 and 4.12 shall take place on the thirtieth day following the date on which a Conversion Notice is given (the "Conversion Date"). The Ordinary Shares resulting from the conversion shall have the~~

~~same nominal value as and (for all purposes) rank in full for all dividends or other distributions declared, made or paid in respect of such other Ordinary Shares after the Conversion Date and otherwise pari passu in all respects with the other Ordinary Shares then in issue. For the avoidance of doubt, the Redeemable Preference Shares shall not rank before the Ordinary Shares save as provided in relation to the Distribution of Available Funds as provided in Articles 4.3.1 and 4.11 and on a winding up of the Company falling within Article 4.3.3.~~

4.14 ~~In order to exercise the conversion rights under Articles 4.11 and 4.12 in whole or in part in respect of Convertible Preference Shares held in certificated form on the date notice of the conversion is given, the party exercising the conversion rights (i) if the Company, must provide written notice of such conversion to each holder of outstanding Convertible Preference Shares or, (ii) if a holder of Convertible Preference Shares, must lodge written notice of the conversion with the Company (each a "**Conversion Notice**") and in either case the holder must deliver to the Company the certificate(s) for such Convertible Preference Shares (or any indemnity in a form reasonably satisfactory to the directors, in respect of any lost certificate(s)) prior to the Conversion Date. The Board shall not declare a dividend or otherwise resolve to make, or make any payment to either class of shareholders (each a "**Relevant Payment**") unless on the date it makes such declaration or resolution or payment it is satisfied that taking into account the requirements of the Solvency Test and any other circumstances the Company will be able to make the corresponding payment due under Article 4.11 to the other class of Shareholder liable to be made at or around the same time as the Relevant Payment is to be made.~~

~~4.15 In respect of a conversion of Convertible Preference Shares held in uncertificated form, the relevant party must provide a Conversion Notice in accordance with Article 4.14, and the holder of Convertible Preference Shares must deliver and the conversion rights shall be exercised (and treated by the Company as exercised) when the Company or any sponsoring system participant acting on behalf of the Company receives prior to the Conversion Date:~~

~~(a) a properly authenticated dematerialised instruction:~~

~~(i) in the form from time to time prescribed by the directors and having the effect determined by the directors from time to time (subject always, so far as the form and effect of the instruction is concerned, to the facilities and requirements of the relevant system in accordance with the Regulations); and~~

~~(ii) that is addressed to the Company, is attributable to the system member who is the holder of the Convertible Preference Share(s) concerned and that specifies (in accordance with the form prescribed by the directors as aforesaid) the number of Convertible Preference Shares in respect of which the conversion rights are to be exercised,~~

~~provided always that:~~

~~(iii) subject always to the facilities and requirements of the relevant system concerned, the directors may in their~~

~~discretion permit the holder of any Convertible Preference Share(s) in uncertificated form to exercise his conversion right by such other means as the directors may approve;~~

~~(iv) the directors may in their discretion require, in addition to receipt of a properly authenticated dematerialised instruction as referred to above, the holder of any Convertible Preference Share(s) in uncertificated form to complete and deliver to the Company by not later than the relevant Conversion Date a notice in such form as may from time to time be prescribed by the directors; and~~

~~(v) for the avoidance of doubt, the form of the properly authenticated dematerialised instruction as referred to above may be such as to divest the holder of the Convertible Preference Share(s) concerned of the power to transfer such Convertible Preference Shares to another person pending conversion.~~

~~4.16 Once received by the Company, a Conversion Notice from a holder of Convertible Preference Shares may not be withdrawn save with the consent of the directors.~~

~~4.17 In the event of (a) a takeover bid or merger transaction being proposed, made or effected (howsoever), including by means of a statutory merger or scheme of arrangement, as a result of which any person or persons acting in concert (as such term is defined in the City Code on Takeovers and Mergers) would hold shares carrying in aggregate 50 per cent. or more of the voting rights (as such term is defined in the City Code on Takeovers and Mergers) of the Company if the bid or transaction were completed or became effective or (b) a sale or other disposal by the Company and/or any other subsidiary(ies) of the Company of substantially all of the business and assets of the Company and its subsidiaries (taken as a whole) (each a "**Potential Disposal**"):~~

~~(a) the Company shall notify the holders of Convertible Preference Shares in writing of the Potential Disposal completing or becoming effective (a "**Disposal Notice**") no earlier than one month before but not later than 5 business days before the expected date of its becoming so completed or effective which notice shall contain reasonable details of the Potential Disposal, including the entitlements thereunder of the holders of Ordinary Shares, and that the Convertible Preference Shares shall convert to Ordinary Shares automatically immediately prior to the Potential Disposal becoming effective or completing;~~

~~(b) the Conversion Price shall in each such case be adjusted as set out below (such adjusted Conversion Price, being the "**Change of Control Conversion Price**"):~~

$$~~COCEP = OEP / (1 + (P \times c/t))~~$$

~~Where:~~

~~COCEP is the Change of Control Conversion Price in effect on the relevant Conversion Date~~

~~OEP is the Conversion Price in effect on the relevant Conversion Date~~

~~P is 26.32 per cent. (expressed as a fraction)~~

~~c is the number of days from and including the date that the Relevant Event occurs to but excluding the date that is the Maturity Date;~~

~~t is the number of days from and including the Settlement Date to but excluding the Maturity Date; and~~

~~(c) each outstanding Convertible Preference Share shall automatically convert immediately prior to the Potential Disposal completing or becoming effective into such number of Ordinary Shares as equals the Accreted Principal Amount divided by the Change of Control Conversion Price (rounded to the nearest whole number).~~

~~For the purposes of this Article 4.17, a Potential Disposal effected by way of a takeover offer shall be deemed to complete on the fourteenth day after such offer becomes unconditional in all respects.~~

~~4.18 Unless the directors otherwise determine, or unless the Regulations and/or any other rules of the relevant system concerned otherwise require, the Ordinary Shares resulting from an exercise of conversion rights or on an automatic conversion immediately prior to a Potential Disposal shall be held in uncertificated form where the Convertible Preference Shares in respect of which the conversion rights were exercised were in uncertificated form on the date on which the Conversion Notice or Disposal Notice (as applicable) was given and in certificated form where the Convertible Preference Shares in respect of which the conversion rights were exercised were in certificated form on the date on which the Conversion Notice or Disposal Notice (as applicable) was given.~~

~~4.19 Certificates for Ordinary Shares resulting from an exercise of conversion rights or on an automatic conversion immediately prior to a Potential Disposal will be issued free of charge and despatched (at the risk of the person(s) entitled thereto) not later than 14 days after the relevant Conversion Date or the date on which the Potential Disposal completes or becomes effective (as applicable) to the individuals on the register of Convertible Preference Shares on the date on which the Conversion Notice or Disposal Notice (as applicable) was given (or if more than one, to the first named, which shall be sufficient despatch for all). In the event of a holder of Convertible Preference Shares in certificated form on the date on which the Conversion Notice or Disposal Notice (as applicable) was given exercising the conversion rights in respect of some, but not all, of such holder's Convertible Preference Shares, the Company shall at the same time as the issue of the share certificates for the resulting Ordinary Shares issue a new Convertible Preference Share certificate in the name of the registered holder for any balance of such holder's Convertible Preference Shares.~~

~~4.20 So long as the Ordinary Shares are admitted to trading on AIM, the Company will apply to the London Stock Exchange for the Ordinary Shares resulting from~~

~~the conversion of any Convertible Preference Shares to be admitted to trading on AIM and the Company will use its reasonable endeavours to obtain such admission as soon as practicable and, in any event, not later than 21 days after the relevant Conversion Date or the date on which the Potential Disposal completes or becomes effective (as applicable).~~

~~4.21 Immediately on, and in each case while any Convertible Preference Share remains in issue:~~

- ~~(a) any sub-division or consolidation of the Ordinary Shares on a date (or by reference to a record date);~~
- ~~(b) any allotment of fully paid Ordinary Shares pursuant to a dividend distribution; or~~
- ~~(c) any allotment of fully paid Ordinary Shares pursuant to an offer or invitation to the holders of Ordinary Shares to subscribe for new Ordinary Shares by way of rights, in which the Convertible Preference Shareholders have not been invited to participate or have not participated;~~

~~(d) any payment of a cash dividend on the Ordinary Shares,~~

~~the number of Ordinary Shares resulting on any subsequent exercise of conversion rights pursuant to Articles 4.11 and 4.12 will be increased or, as the case may be, reduced with effect from the record date of such transaction in due proportion (fractions being ignored) so as to maintain the same proportionate effect of exercising the conversion rights of each holder of Convertible Preference Shares measured by reference to the resulting number of Ordinary Shares from such conversion compared to the then total issued Ordinary Shares and, in the case of (d) above, any such cash distribution shall be deemed to be an allotment of fully paid Ordinary Shares in satisfaction of such distribution. Such adjustments shall be determined by the directors and the then auditors of the Company shall confirm that in their opinion the adjustments have been determined in all material respects in accordance with this Article 4.21. Within 28 days after the relevant event referred to in sub-paragraph (a) to (d) above, notice of such adjustments will be given to each holder of Convertible Preference Shares.~~

~~4.22 If the Company:~~

- ~~(a) shall consolidate with or merge into any other company or entity and shall not be the continuing or surviving company or entity of such consolidation or merger; or~~
- ~~(b) shall permit any other Company or entity to consolidate with or merge into the Company and the Company shall be the continuing or surviving Company but, in connection with such consolidation or merger, the Ordinary Shares shall be changed into or exchanged for share or other securities of any other person or cash or any other property; or~~

- ~~(e) shall transfer all or substantially all of its properties or assets to any other company or entity;~~
- ~~— and in any such case the transaction does not trigger automatic conversion in accordance with Article 4.17, then, and in each such event, proper provision shall be made so that each holder of Convertible Preference Shares, upon the conversion thereof at any time after the consummation of such consolidation, merger, reorganisation or sale, if any shares thereof remain outstanding, shall be entitled to receive in lieu of the Ordinary Shares issuable upon such conversion prior to such consummation, the share and other securities, cash and property to which such holder would have been entitled upon such consummation if such holder had converted such Convertible Preference Shares immediately prior thereto, subject to adjustments (subsequent to such corporate action) as nearly equivalent as possible to the adjustments provided for in this Article 4.22.~~

~~4.23 Whilst there are Convertible Preference Shares in issue, the Company shall not at any time, without the prior approval of the holders of not less than 75 per cent. of the then issued and outstanding Convertible Preference Shares, at a separate class meeting:~~

- ~~(a) pass a resolution for the voluntary liquidation or winding-up of the Company;~~
- ~~(b) issue a further class of shares or securities, or rights to subscribe for or to convert or exchange any securities into a further class of shares or securities or reclassify any class of shares, if in any such case the new class of shares or securities would rank ahead of the Convertible Preference Shares on a winding up or return of capital;~~
- ~~(c) incur indebtedness (including the issue price of the then outstanding Convertible Preference Shares) in respect of the Group as a whole, in excess of 40 per cent. of the Net Asset Value plus the issue price of the then outstanding Convertible Preference Shares;~~
- ~~(d) pass a resolution to reduce the capital of the Company in any manner;~~
- ~~(e) reduce or change the rights attaching to the share capital of the Company in a manner adverse to the rights of the holders of Convertible Preference Shares (save in respect of redemptions of Convertible Preference Shares permitted by the Company under the Articles);~~
- ~~(f) pass any resolution which authorises the Directors to pay a dividend or other distribution out of the capital of the Company;~~
- ~~(g) pass a resolution amending any provision of the Articles in a manner adverse to the rights of the holders of Convertible~~

~~Preference Shares or alter the Company's accounting reference date;~~

~~save that in the case of (d) to (g) above, such consent shall not be required if the C-ZDP Test is satisfied, where:~~

~~The C-ZDP Test will be satisfied in respect of an action by the Company provided that the Cover on the date immediately after the completion of the action is not less than 1.7 times; and~~

~~"Cover" means, in respect of the Convertible Preference Shares, at any date, the number of times by which the Net Asset Value exceeds the aggregate amount which holders of the Convertible Preference Shares would be entitled to receive on a winding up as at that date.~~

~~4.24 Where Article 4.8 applies such that the Company has not been able to fulfil its obligation to make any cash payment to any holder or former holder of Convertible Preference Shares, at such time as the Company subsequently becomes able to satisfy such obligations, the Company shall (subject, for the avoidance of doubt, to Article 4.6) apply such amounts as may be available to satisfy such obligations:~~

- ~~(a) firstly in satisfaction of any amounts payable by way of redemption monies in the fixed amount of \$1.00 per share in priority amongst those entitled by reference to the date on which the relevant notice giving rise to the redemption obligation was given (and those notices given on the same date shall be deemed to have been given at the same time); and~~
- ~~(b) secondly in satisfaction of any amounts payable in respect of unsatisfied entitlements to be issued further Convertible Preference Shares and/or entitlements to be paid a cash sum in respect of part of a period prior to such an entitlement arising in priority amongst those entitled by reference to the date on which the relevant entitlement arose.~~

~~4.25 Subject to the provisions of the Act, the Company shall procure the redemption, by way of tender offer, at least 12 million Convertible Preference Shares by 8 March 2016, with:~~

- ~~(a) tenders occurring after 8 September 2015, being at a price per Convertible Preference Share equal to the Accredited Principal Amount at the date the relevant tender offer is made;~~
- ~~(b) tenders occurring before 8 September 2015, being at a price per Convertible Preference Share equal to the Accredited Principal Amount at the date the relevant tender offer is made less 5 per cent.; and~~
- ~~(c) the Company setting aside 50 per cent. of the first \$24 million of net proceeds from realisations (post transaction costs and management incentives) following the date of adoption of these Articles for funding of the Convertible Preference Share tender offer requirements set out in this Article 4.25.~~

5. **Unissued shares**

Subject to the provisions of the Statutes and to any special rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by Resolution decide or, if no such Resolution has been passed or so far as the Resolution does not make specific provision, as the board may decide.

6. **Authority to allot securities**

Subject to the provisions of the Statutes, these Articles and any Resolution, the board may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise deal with or dispose of shares to such persons, at such times and generally on such terms as the board may decide but no share may be issued at a discount.

7. **Offers to shareholders to be on a pre-emptive basis**

7.1 Unless otherwise approved by Resolution the Company shall not allot equity securities on any terms unless:

7.1.1 the board has made an offer to each person who holds equity securities of the same class to allot to him on the same or more favourable terms such proportion of those equity securities that is as nearly as practicable (fractions being disregarded) equal to the proportion that the relevant persons existing holding equity securities of the same class bears to all the issued shares of that class;

7.1.2 the period, which shall not be less than 21 clear days, during which any offer referred to in Article 7.1.1 may be accepted has expired or the company has received notice of the acceptance or refusal of every offer made.

7.2 The pre-emption rights, set out in Article 7.1 shall not apply to:

7.2.1 a particular allotment of equity securities if these are, or are to be, wholly or partly paid up otherwise than in cash; or

7.2.2 to the allotment of equity securities which would, apart from a renunciation or assignment of the right to their allotment, be held under an employees share scheme.

7.3 An offer by the board referred to in Article 7.1 shall, subject to Articles 7.4 and 7.5 be made to a holder of shares in accordance with Articles 125-130 as if such offer was a notice as referred to therein and the provisions therein relating to service shall apply, mutatis mutandis.

7.4 Where equity securities are held by two or more persons jointly, the offer may be made to the joint holder first named in the register in respect of the equity securities.

7.5 In the case of a holder's death or bankruptcy, the offer referred to in Article 7.1 may be made:

7.5.1 to the persons claiming to be entitled to the equity securities in consequence of the death or bankruptcy by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description; or

7.5.2 (until such an address referred to in Article 7.5.1 has been supplied) by giving the notice in any manner in which it might have been if the death or bankruptcy has not occurred.

8 **Power to pay commission and brokerage**

The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Statutes

9 **Alteration of share capital**

9.1 The Company may, by Resolution, alter the Company's share capital comprising shares with par value in any way and, in particular but without prejudice to the generality of the foregoing, may

9.1.1 consolidate and divide all or any such shares into shares of a larger amount;

9.1.2 redenominate all or any such shares as shares with a par value denominated in another currency on such basis as the Directors see fit; or

9.1.3 sub-divide all or any such shares into shares of a smaller amount than is fixed by these Articles.

9.2 A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the Company has power to attach to new shares.

9.3 If as a result of any consolidation of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit and in particular may (on behalf of those members) sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members (except that any proceeds less than a sum fixed by the board may be retained for the benefit of the Company). For the purpose of any such sale the board may authorise some person to transfer the shares to or as directed by the purchaser, who shall not be bound to see to the application of the purchase money; nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.

10. **Redemption of Shares**

10.1 ~~The~~Subject to Article 10.5, the Company may purchase, redeem or otherwise acquire its own shares for any consideration provided that the Company continues to have at least one Shareholder at all times.

- 10.2 Unless shares are expressed to be redeemable, the Company may only purchase, redeem or otherwise acquire them pursuant to –
- 10.2.1 an offer to all Shareholders which, if accepted, would leave the relative rights of the Shareholders unaffected and which affords each Shareholder a period of not less than 14 days within which to accept the offer; or
 - 10.2.2 an offer to one or more Shareholders to which all Shareholders have consented in writing; or
 - 10.2.3 an offer to one or more Shareholders subsequent to a resolution of the Board which states that, in the opinion of the Board, the transaction benefits the remaining Shareholders and the terms of the offer are fair and reasonable to the Company and the remaining Shareholders.
- 10.3 The Company may only offer to purchase, redeem or otherwise acquire shares if the resolution of the Directors authorising the purchase, redemption or other acquisition contains a statement that the Directors are satisfied, on reasonable grounds, that the Company will, immediately after the purchase, redemption or other acquisition, satisfy the Solvency Test.
- 10.4 Shares that the Company purchases, redeems or otherwise acquires pursuant to this Article shall be cancelled.

[10.5 Any purchase, redemption or other acquisition payment made pursuant to this Article 10 shall only be made in accordance with Articles 4.3, 4.6 and 4.10 to 4.12 and shall be subject to Article 4.1.3.](#)

11. **Power to reduce capital**

Subject to Article ~~4.23~~4.3.2, the Company may, by 75% Resolution, reduce its share capital in any way provided that the Board is satisfied, on reasonable grounds, that the Company will, immediately after such reduction, satisfy the Solvency Test.

12 **Trusts not recognised**

Except as required by law or these Articles or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the company shall not be bound by or required to recognise (even when having notice of it) any interest or other right in or in respect of any share, except the holders absolute right to the entirety of the share.

Variation of rights

13 **Variation of class rights**

- 13.1 If at any time the shares are divided into different Classes, the rights attached to any Class may only be varied by 75% Resolution of the Shareholders of that Class. [The issue of a further class of shares or securities, or rights to subscribe for or to convert or exchange any securities into a further class of shares or securities or the reclassification or amendment of any class of shares, if in any such case the new](#)

or amended class of shares or securities would rank ahead of the Redeemable Preference Shares and/or the Ordinary Shares on a winding up or on the distribution of any sum will be deemed to be a variation of the rights attaching to the relevant class. Furthermore, for so long as there are Redeemable Preference Shares in issue, the Company shall not and shall procure that no member of the group of companies of which it forms part (each a "Group Member") shall:

13.1.1 without the previous sanction of 75% Resolution of the holders of the Redeemable Preference Shares:

- (a) undertake or permit or incur (i) any borrowings (or enter into or vary any contracts for financial indebtedness or arrangements for financial indebtedness), or (ii) any other financial indebtedness on the part of the Company or any Group Member, other than in each case for the purposes of discharging liabilities of any Group Member existing as at 19 August 2016 towards fees or disbursements of professional advisors (for the avoidance of doubt, excluding the fees and disbursements of Origo Advisors Limited ("OAL")), but which in any event shall not exceed £2 million in aggregate;
- (b) without prejudice to the obligation of the directors of the Company to have due regard to the interests of all shareholders as a whole, cease to have due regard to the interests of the holders of the Redeemable Preference Shares as a Class and do anything materially prejudicial to them;
- (c) change the terms of engagement or appointment or the fees payable to any investment manager (including, without limit, OAL) of the Company or of any Group Member;
- (d) if any Redeemable Preference Shares remain in issue on 1 January 2019, extend the asset realisation support agreement between the Company and OAL (the "ARS Agreement") beyond that date;
- (e) enter into or permit the entry into of any transaction or arrangement between the Company and/or any Group Member on the one hand and any PAG Entity and/or any affiliate of any PAG Entity who or which is a "related party" (as defined in the AiM Rules for Companies) of the Company and/or any agent of any PAG Entity or such affiliate thereof (including, without limitation, any fund manager) and/or any shareholder of the Company from time to time owning more than 10% of the voting rights of the Company and/or persons acting in concert with any of them, on the other hand save as permitted in 13.1.1(f)(ii) below; and
- (f) allot or issue any shares or securities or rights to subscribe for or to convert or exchange any securities into shares or securities or reclassify any shares or permit any of the foregoing by any Group Member (other than (i) issues of ordinary shares made to the Company or any wholly owned subsidiary of it; and (ii) issues of

any further Ordinary Shares in the Company in every case issued on bona fide arm's length terms).

13.1.2 without the previous sanction of a Resolution of the holders of the Redeemable Preference Shares, make or permit any change in its investing policy.

13.2 All the provisions of these Articles relating to general meetings of the company or to the proceedings at general meetings shall apply, mutatis mutandis, to every such separate ~~general~~class meeting, except that:

13.2.1 the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class;

13.2.2 at an adjourned meeting the necessary quorum shall be one person holding shares of the class or his proxy;

13.2.3 every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him; and

13.2.4 a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

13.3 Unless otherwise expressly provided by the terms of their issue, the rights attached to any class of shares shall not be deemed to be varied or abrogated by:

13.3.1 the creation or issue of further ~~shares~~Ordinary Shares ranking pari passu with ~~them~~the existing Ordinary Shares but in no respect in priority thereto; or

13.3.2 the purchase or redemption by the company of any of its own shares ~~-~~in accordance with Articles 4 or 10.

Share certificates

14 Issue of certificates

14.1 A person whose name is entered in the register as the holder of any certificated shares shall be entitled to receive without charge within one month after the allotment to him of those shares or five business days after the lodgement of evidence of his entitlement to shares (or within such other period as the conditions of issue may provide) one certificate for each class of those shares.

14.2 In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all.

14.3 Every share certificate shall be executed under seal or as may be otherwise permitted by law and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid upon the shares.

15 Charges for and replacement of certificates

- 15.1 Except as expressly provided to the contrary in these Articles, no fee shall be charged for the issue of a share certificate.
- 15.2 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate issued.
- 15.3 Where a member has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of his shares.
- 15.4 If any member surrenders for cancellation a certificate representing shares held by him and requests the Company to issue two or more certificates representing those shares in such proportions as he may specify, the board may, if they think fit, comply with the request on payment of such fee (if any) as the board may decide.
- 15.5 In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.
- 15.6 If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence and indemnity as the board may think fit without charge (other than exceptional out of pocket expenses) and, if damaged or defaced, on delivery up of the old certificate.

Lien on shares

16 Lien on partly paid shares

- 16.1 The Company shall (unless the Directors resolve to the contrary in respect of any share) have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share.
- 16.2 The board may at any time either generally or in any particular case declare any share to be wholly or partly exempt from the provisions of this Article.
- 16.3 Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) in that share.

17 Enforcement of lien

- 17.1 The Company may sell in such manner as the board determines any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 days after notice has been given to the Shareholder or to the person entitled to it in consequence of the death or bankruptcy of the Shareholder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 17.2 In order to give effect to a sale under Article 17.1. the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser.

- 17.3 The net proceeds of any sale under Article 17.1, after payment of the costs of sale, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of any certificates for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to these immediately prior to their sale.
- 17.4 The title of the transferee to any shares sold under Article 17.1 shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

Calls on shares

18 Calls

- 18.1 Subject to the terms of issue of any shares, the board may make calls upon the Shareholders in respect of any moneys unpaid on their shares and each Shareholder shall (subject to receiving at least 14 days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on such Shareholder's shares.
- 18.2 Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the board authorising that call is passed.
- 18.3 A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.
- 18.4 The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

19 Interest on calls

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the rate of 5 per cent per annum, but the board may waive payment of the interest wholly or in part.

20 Sums treated as calls

A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, the provisions of these Articles shall apply as if that sum had become payable by virtue of a call.

21 Power to differentiate

The board may make arrangements on the issue of shares for a difference between the Shareholders in the amounts and times of payment of calls on their shares.

22 Payment of calls in advance

The board may, if it thinks fit, receive all or any part of the monies payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any monies so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the board and the member paying the sum in advance but no dividend shall be payable in respect of any monies so paid in advance.

Forfeiture of shares

23 Notice of unpaid calls

23.1 If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the board may serve a notice on the holder requiring him to pay so much of the call or instalment as remains unpaid, together with any accrued interest.

23.2 The written notice of forfeiture referred to in Article 23.1 shall name a further date not earlier than the expiration of 14 days from the date of service of the notice on or before which the payment required by the notice is to be made and shall contain a statement that in the event of non-payment at or before the time named in the notice the Shares, or any of them, in respect of which payment is not made, will be liable to be forfeited.

23.3 The board may accept a surrender of any share liable to be forfeited.

24 Forfeiture following non-compliance with notice

24.1 If the requirements of a notice served under the preceding Article are not complied with, any share in respect of which was given may (before the payment required by the notice is made) be forfeited by a resolution of the board. The forfeiture shall include all dividends declared and other monies payable in respect of the forfeited share and not actually paid before the forfeiture.

24.2 If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register; but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

25. Power to annul forfeiture or surrender

The board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit.

26 Disposal of forfeited or surrendered shares

26.1 Every share which is forfeited or surrendered shall become the property of the company and (subject to the provisions of the Statutes) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the board shall

decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. The board may for the purposes of a disposal authorise some person to transfer the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the same has been sold or disposed of.

26.2 A statutory declaration by a director that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The new holder of the share shall not be bound to see to the application of the consideration for the disposal (if any); nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, reallocation or disposal of the share.

27 Arrears to be paid notwithstanding forfeiture or surrender

27.1 A person, any of whose shares have been forfeited or surrendered, shall cease to be a member in respect of the forfeited or surrendered share and shall surrender to the Company for cancellation the certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the board) to pay to the Company all monies payable by him on or in respect of that share at the time of forfeiture or surrender, together with interest from the time of forfeiture or surrender until payment at such rate as the board shall decide, in the manner as if the share had not been forfeited or surrendered. No deductions or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal.

27.2 The Company is under no obligation to refund any moneys to the Shareholder whose Shares have been cancelled pursuant to Article 27.1 and that Shareholder shall be discharged from any further obligation to the Company

Untraced members

28 Sale of shares on untraced members

28.1 The Company may sell any share of a member, or any share to which a person is entitled by transmission, by giving to a person authorised to conduct business on the London Stock Exchange an instruction to sell it at the best price reasonably obtainable, if:

28.1.1 during the relevant period at least three dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with Article 114;

28.1.2 no dividend payable during the relevant period in respect of the share has been claimed;

28.1.3 during the relevant period no warrant or cheque in respect of the share sent to the registered address and in the manner provided by these Articles for sending such payment has been cashed;

- 28.1.4 during the relevant period no communication has been received by the Company from the member or the person entitled by transmission to the share;
- 28.1.5 after expiry of the relevant period the Company has published advertisements in both a national newspaper and in a newspaper circulating in the area in which the registered address is located, in each case giving notice of its intention to sell the share;
- 28.1.6 during the period of three months following the publication of those advertisements and after that period until the exercise of the power to sell the share, the Company has not received any communication from the member or the person entitled by transmission to the share.

For the purposes of this Article 28.1 the “relevant period” means the period of 12 years immediately preceding the date of publication of the first of any advertisement published pursuant to Article 28.1.4.

- 28.2 The Company’s power of sale shall extend to any further share which on or before the date of publication of the first advertisement published pursuant to Article 28.1.5, is issued in right of a share to which Article 28.1 applies (or in right of any share to which this Article 28.2 applies) if the conditions set out in Article 28.1.1 to 28.1.6 (inclusive) have been satisfied in relation to the further share since the date of the allotment of the further share but for this purpose the relevant period shall be deemed to be the period commencing on the date of allotment of the further share and ending immediately prior to the publication of the first advertisement published pursuant to Article 28.1.5.
- 28.3 To give effect to any sale, the board may authorise some person to transfer the share to, or in accordance with the directions of, the purchaser and the new holder of the share shall not be bound to see to the application of the purchase money; nor shall his title to the share be affected by any irregularity in, or invalidity of the proceedings connected with the sale.

29 **Application of proceeds of sale**

- 29.1 The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.
- 29.2 Pending payment of the net proceeds of sale to such person, the proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the company or its holding company, if any) as the board may from time to time decide.
- 29.3 No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any monies earned on the net proceeds.

30 **Right to suspend posting of notices**

If on two consecutive occasions notices or other documents have been sent through the post to any member at his registered address but have been undelivered, such a member shall not from then on be entitled to receive notices or

other documents from the Company until he has communicated with the Company and supplied in writing or, if the board agrees, by Electronic Communication a new registered address within the United Kingdom and/or the Isle of Man.

Transfer of shares

31 Right to transfer shares

Subject to these Articles, a member may transfer all or any of shares in a manner which is from time to time approved by the board.

32 Transfer of certification shares

A transfer of a certificated share shall be in writing in the usual common form or in any other form permitted by the Statutes or approved by the board. The instrument of transfer shall be signed by or on behalf of the transferor and, if the certificated share is not fully paid, by or on behalf of the transferee.

33 Transfer of uncertificated shares

Subject to these Articles, a member may transfer an uncertificated share by means of the relevant system or in any other manner which is permitted by the Statutes and is from time to time approved by the board.

34 Power to refuse registration of transfers of shares

34.1 The board may, in its absolute discretion and without giving any reason, refuse to register any transfer of a certificated share or uncertificated share (subject to Article 35 below):

34.1.1 of any class which is not fully paid provided that, where any such shares are admitted to the official list of the UK Listing Authority, or admitted to AIM such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis;

34.1.2 unless the transfer is in respect of one class of shares and is in favour of no more than four transferees and the instrument of transfer, if necessary duly stamped, is deposited at the registered office or such other place as the board may appoint, accompanied by the certificate for the shares to which it relates if it has been issued, and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer; and

34.1.3 if the transfer is in favour of any Non-Qualified Holder.

35 Power to refuse registration of transfers of uncertificated shares

The board may refuse to register any transfer of an uncertificated share where permitted by the Regulations.

36 Other provisions on transfers

- 36.1 The transferor shall be deemed to remain the holder of the shares transferred until the name of the transferee is entered in the register in respect of those shares.
- 36.2 No fee shall be charged in respect of the registration of any transfer, probate, letters of administration or other document or instructing relating to or affecting the title to any shares.
- 36.3 Any instrument of transfer which is registered shall, subject to Article 133, be retained by the Company, but any instrument of transfer which the board refuses to register shall (except in any case of fraud) be returned to the person depositing the same.
- 36.4 If it shall come to the notice of the Directors that any shares are owned directly or beneficially by a Non-Qualified Holder, the Directors may give notice to such person requiring him (i) to provide the Directors within thirty days with sufficient satisfactory documentary evidence to satisfy the Directors that such person does not fall within the definition of a Non-Qualified Holder and in default of such evidence (ii) to sell or transfer his ~~ordinary~~ shares to a person qualified to own the same within thirty days and within such thirty days to provide the Directors with satisfactory evidence of such sale or transfer. If any person upon whom such a notice is served pursuant to this paragraph does not within thirty days after such notice transfer his ~~ordinary~~ shares to a person qualified to own the same or establish to the satisfaction of the Directors (whose judgment shall be final and binding) that he is qualified and entitled to own the ~~ordinary~~ shares he shall be deemed upon the expiration of such thirty days to have forfeited his ~~Ordinary Shares~~ and the Directors shall be empowered at their discretion to follow the procedure pursuant to Articles 23 to 27.

37 **Notice of refusal of transfer**

If the directors refuse to register a transfer they shall send to the transferee notice of the refusal:

- 37.1 In the case of a certificated share, within two months of the date on which the transfer was lodged with the Company; or
- 37.2 In the case of an uncertificated share which is transferred by means of a relevant system to a person who is to hold it thereafter in certificated form, within two months of the date on which an instruction in respect of such transfer was duly received by the Company through the relevant system.

38 **Closure of register**

Subject to compliance with the Statutes, the register may be closed at such times and for such periods as the board in its absolute discretion may from time to time determine, provided that:

- 38.1 the register shall not be closed for more than 30 days in any year; and
- 38.2 where any class of shares is a participating security, the consent of the operator of the relevant system shall be obtained to the closing of the register in respect of that class of security.

39 **Branch register**

- 39.1 Subject to Article 39.2 and to the extent permitted by the Statutes, the Company or the directors on behalf of the company may cause to be kept in any territory a branch register of members resident in such territory and the board may make and vary such regulations as it thinks fit respecting the keeping of any such register.
- 39.2 A member of the Company who holds a share in uncertificated form shall not be entered as the holder of that share on an overseas branch register.

40 **Renunciations of allotment**

Nothing in these Articles shall preclude the board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

Transmission of shares

41 **Transmission on death**

If a member dies, the survivor, where the deceased was a joint holder, and his personal representatives where he was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares; but nothing in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly.

42 **Election of person entitled by transmission**

- 42.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law may, on producing such evidence as the board may require and subject as provided in this Article, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the holder of the share
- 42.2 If he elects to be registered himself, he shall give to the Company a notice signed by him to that effect. If he elects to have another person registered, he shall execute a transfer of the share to that person.
- 42.3 A person entitled by transmission to a share in uncertificated form who elects to have some other person registered as the holder of the share shall either:
- 42.3.1 produce that instructions are given by means of a relevant system to effect transfer of such uncertificated share to that person; or
 - 42.3.2 change the uncertificated share into certificated form and execute an instrument of transfer of that certificated share to that person.
- 42.4 All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer signed by the person from whom the title by transmission is derived and the death or bankruptcy of the member had not occurred.

43 **Rights of person entitled by transmission**

- 43.1 A person becoming entitled to a share in consequence of a death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law shall have the right to receive and give a discharge for any dividends or other monies payable in respect of the share and shall have the same rights in relation to the share as he would have if he were the holder except that, until he becomes the holder, he shall not be entitled to attend or vote at any meeting of the Company or any separate general meeting of the holders of any class of shares in the Company.
- 43.2 The board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and, if after 90 days the notice has not been complied with, the board may withhold payment of all dividends or other monies payable in respect of the share until the requirements of the notice have been complied with.

Uncertificated shares

44 Uncertificated shares- general powers

- 44.1 notwithstanding anything in these Articles to the contrary, any share may be issued, held, registered, converted to or transferred in uncertificated form and may be converted from uncertificated form to certificated form in accordance with the Regulations and the requirements and practices of the Operator of the relevant system.
- 44.2 In relation to any share which is for the time being held in uncertificated form:
- 44.2.1 the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these Articles or otherwise in effecting any actions and the board may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;
- 44.2.2 any provision in these Articles which is inconsistent with:
- 44.2.2.1 the holding or transfer of that share in the manner prescribed or permitted by the Statutes;
- 44.2.2.2 any other provision of the Statutes relating to shares held in uncertificated form; or
- 44.2.2.3 the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system, shall not apply,
- 44.2.3 the Company may, by notice to the holder of any such share, require the holder to convert such share into certificated form within such period as may be specified in the notice or, alternatively, may, to the extent permitted by the Regulations, give notice to the Operator of the relevant system requiring such share to be converted into certificated form.

- 44.2.4 the Company shall not issue a certificate.
- 44.3 The Company shall enter on the issuer register of members the number of shares which are held by each member in certificated form.
- 44.4 Unless the board otherwise determines, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings.
- 44.5 Reference in these Articles to a requirement to execute or deliver an instrument of transfer or certificate or other document which shall not be appropriate in the case of uncertificated shares shall, in the case of uncertificated shares, be treated as references to a requirement to comply with any relevant requirements of the relevant system and any relevant arrangements or regulations which the board may make from time to time pursuant to Article 44.8.
- 44.6 A class of share shall not be treated as two classes by virtue only of that class comprising both certificated shares and uncertificated shares or as a result of any provision of these Articles or the Regulations which applies only in respect of certificated shares or uncertificated shares.
- 44.7 References in these Articles to instruments of transfer shall, so far as may be consistent with the Regulations and the requirements of the relevant system, include, in relation to uncertificated shares, instructions and/ or notifications made in accordance with the relevant system relating to the transfer of such shares.
- 44.8 Subject to the Regulations and the requirements of the relevant system, the board may make such arrangements or regulations (if any) as it may from time to time in its absolute discretion think fit in relation to the evidencing and transfer of uncertificated shares or otherwise for the purpose of implementing and/ or supplementing the provisions of this Article and the Regulations and the facilities and requirements of the relevant system and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article.
- 44.9 The board may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security.
- 44.10 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Statutes or the rules made and practices instituted by the operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any share which is held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the operator of the relevant system) shall include the right to :
- 44.10.1 request or require the deletion of any entries in the operator register of members; and/or
- 44.10.2 require any holder of any uncertificated share which is the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to change his holding of such uncertificated share into certificated form within such period as may

be specified in the notice, prior to completion of any disposal, sale or transfer of such share or direct the holder to take such steps, by instructions given by means of a relevant system or otherwise, as may be necessary to sell or transfer such share; and/or

- 44.10.3 appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such share as may be required to effect a transfer of such share and such steps shall be as effective as if they had been taken by the registered holder of the uncertificated share concerned; and/or
- 44.10.4 otherwise rectify or change the issuer register of members in respect of that share in such manner as may be appropriate; and/or
- 44.10.5 take such other action as may be necessary to enable that share to be registered in the name of the person to whom the share has been sold or disposed of or as directed by him.

45 ~~Take over offers~~ Definitions for the company Article 46

~~45.1—Where any person is or becomes interested, whether as a result of transactions over a period of time or not, in shares in the capital of the Company in circumstances in which he would be obliged to make or extend an offer or offers to shareholders or holders of other securities or rights referred to in Article 45.4 below of the Company under the rules for the time being of the City Code if the Company was a company to which the City Code applied, the Directors may serve upon that person a notice requiring him to make or extend an offer or offers in writing in accordance with the requirements of the City Code in all respects as if the City Code did apply to the Company but so that references in the City Code to the Panel shall be construed, for the purposes of this Article 45.1 as if they were references to the board. The provisions of the Articles relating to the protection of purchasers of shares sold under a lien or upon forfeiture shall apply *mutatis mutandis* to disposals under this Article 45.1~~

~~45.2—Any notice served under Article 45.1 may also require the person on whom it is served to execute an undertaking under seal in favour of the Directors (as trustees for all the holders of shares in the capital of the Company) and in a form satisfactory to the Directors to observe and perform the rules and requirements of the City Code as if the same were applicable to the Company and in the manner prescribed in Article 45.1.~~

~~45.3—Where any person is interested, whether as a result of series of transactions over a period of time or not, in shares which (taken together with shares held or acquired by persons acting in concert with him) represent 30 per cent or more of all the shares for the time being in issue and the Directors determine that it is not expedient to serve a notice under Article 45.1 or if any person upon whom such a notice is served fails within thirty days to comply with the same, the Directors may serve upon that person a notice requiring him to make an offer in writing (the "Offer"), within 30 days of the date of such notice on the basis set out in the following paragraphs, to the holders of every class of share capital of the Company (whether voting or non-voting) to purchase all such shares for cash on terms that payment in full therefor will be made within 21 days of the Offer becoming or being declared unconditional in all respects.~~

- ~~45.4—Where the Directors serve a notice upon any person in accordance with Article 45.3, they may also include in that notice a requirement that such person shall make an appropriate offer or proposal in writing to the holders of every class of securities convertible into, or of rights to subscribe for, share capital of the Company (whether such share capital is voting or non-voting). Such appropriate offer or proposal is referred to in this Article 45 as a "**Convertible Offer**". The Convertible Offer shall be made at the same time as the Offer. The terms of the Convertible Offer shall be such terms as the Directors, in their absolute discretion, consider to be fair and reasonable having regard to the terms of the Offer and the Directors shall notify such terms to the person specified in Article 45.3 (the "**Offeror**"). The Convertible Offer shall be conditional only upon the Offer becoming or being declared unconditional in all respects.~~
- ~~45.5—In addition to the Offeror, the Directors may require, in their absolute discretion, each of the principal members of a group of persons acting in concert with him and who appear to be interested in any shares in, or convertible securities of, the Company to make the Offer and/or the Convertible Offer. For the purposes of this Article 45.5, persons shall be deemed to be acting in concert if, pursuant to an agreement or understanding (whether formal or informal) they actively co-operate in acquiring or seeking to acquire shares in, or convertible securities of, the Company.~~
- ~~45.6—Unless the Directors otherwise agree, an offer made under sub-Articles 45.3, 45.4 or 45.5 must, in respect of each class of share capital or convertible securities involved, be in cash or be accompanied by a cash alternative offer at not less than the highest price paid by the Offeror or any person acting in concert with it for shares or convertible securities of that class within the preceding 12 months. If such price cannot be ascertained by the Directors or if such shares or convertible securities have been acquired other than for cash pursuant to a bargain made on any recognised stock exchange or if the Directors consider that such highest price is, for any reason, inappropriate, unfair or unreasonable having regard to the size and timing of the relevant purchases, the relationship (if any) between the seller and purchaser of such shares or convertible securities or the number of shares or convertible securities purchased in the preceding 12 months, the Directors may, in any such case, fix the price at which the Offer, the Convertible Offer or the cash alternative offer is to be made. The cash Offer, the cash Convertible Offer or the cash alternative offer must, in each case, remain open for not less than 14 days after the date on which the Offer or the Convertible Offer, as the case may be, has become or is declared to be unconditional as to acceptances.~~
- ~~45.7—Any person who makes or is about to make or who is or can be required to make an Offer (and, if relevant, a Convertible Offer) under Article 45.3, 45.4 or 45.5 or who has made such an offer which has lapsed, shall observe and shall procure that any persons acting in concert with him shall observe the rules and requirements of the City Code both in letter and in spirit prior to, during the pursuit of and, if applicable, after the failure of such an offer.~~
- ~~45.8—For the purposes of Article 45, subject to sub-Articles 45.9 to 45.12 any questions or disputes arising out of the grant of consent by the Directors, to comparability of offers, the terms of offers, any question as to whether any person shall be regarded as acting in concert with another, any question regarding the interpretation or application of the City Code and the meaning of any terms or~~

~~phrases used in Article 45 or the City Code shall be determined by the Directors in their absolute discretion.~~

~~45.9~~45.1 For the purposes of ~~this~~ Article ~~45,46~~, a person is taken to be “interested” in any shares:

- (a) in which his spouse or any infant child or stepchild of his is interested;
- (b) if a body corporate is interested in them; and
 - (i) that body or its directors are accustomed to act in accordance with his directions or instructions; or
 - (ii) he is entitled to exercise or control the exercise of one third or more of the voting power at general meetings of that body corporate.

~~45.10~~45.2 Where a person is entitled to exercise control the exercise of one third or more of the voting power at general meetings of a body corporate and that body corporate is entitled to exercise a control the exercise of any of the voting power at general meetings of another body corporate (“the effective voting power”) then for the purposes of Article ~~45.9~~45.1(b)(ii) above, the effective voting powers are taken as exercisable ruled by that person.

~~45.11~~45.3 For the purposes of Articles ~~45.9~~45.1 and ~~45.10~~45.2 above, a person is entitled to exercise or control the exercise of voting power if:-

- (a) he has a right (whether subject to conditions or not) the exercise of which would make him so entitled, or
- (b) he is under an obligation (whether or not so subject) the fulfilment of which would make him so entitled.

~~45.12 The provisions of Articles 45.1 to 45.11 inclusive shall not apply to a merger or other transaction the terms of which have been approved by a 75% Resolution.~~

46 Notification of interests in shares and suspension of rights

46.1 For the purposes of this Article:

- 46.1.1 “Disclosure Notice” means a notice issued by the Company requiring the disclosure of interests in shares;
- 46.1.2 “Notifiable Interest” means any time when the aggregate nominal value of a class or series of shares in which a member of the Company is interested is equal to or exceeds 3 percent of the aggregate nominal value of the class of shares of the Company;
- 46.1.3 “Restrictions” means one or more of the restriction referred to in Article 46.6 (as determined by the board);
- 46.1.4 “Specified Shares” means the shares specified in a Disclosure Notice;

- 46.1.5 “interest” or “Interest” for the purposes of this Article 46 shall include any interest whatsoever in shares including interests which arise under the provisions set out in Articles ~~45.9~~[45.1](#) to ~~45.11~~[45.3](#) above together with (to the extent not covered by those provisions);
- 46.1.5.1 a right to control (directly or indirectly) the exercise of any right conferred by the holding of shares alone or in conjunction with any person and the interest of any person shall be deemed to include the interest of any other person deemed to be so acting in concert; and
- 46.1.5.2 the interest of a beneficiary of a trust of property where such interest in share is comprised in the property;
- and persons having a joint interest are taken each of them to have that interest;
- 46.1.6 a person is taken to have an interest in shares if (to the extent not covered by the provisions set out in Articles ~~45.9~~[45.1](#) to ~~45.11~~[45.3](#)):
- 46.1.6.1 he or she enters into a contract for their purchase (whether for cash or other consideration);
- 46.1.6.2 not being the registered holder, he or she is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right;
- 46.1.6.3 if otherwise than by virtue of having an interest under a trust he or she has a right to call for delivery of the shares to himself or to his order whether the right or obligation is conditional or absolute; or
- 46.1.6.4 if otherwise than by virtue of having an interest under a trust he or she has a right to acquire an interest in shares or is under an obligation to take an interest in shares whether the right or obligation is conditional or absolute;
- 46.1.7 a person shall be treated as appearing to be interested in shares if:
- 46.1.7.1 the person has been named in a Disclosure Notice as being interested;
- 46.1.7.2 in response to a Disclosure Notice, the member holding the Specified Shares or another person appearing to be interested in them has failed to establish the identities of those who are interested and (taking into account the response and other relevant information) the company has reasonable cause to believe that the person in question is or may be interested in such shares; or

46.1.7.3 the member holding the Specified Shares is an operator and the person in question has notified the operator that he is so interested.

46.2 Without prejudice to and in addition to any obligation to disclose under the Act, where a shareholder of the Company either:

46.2.1 to his or her knowledge acquires a Notifiable Interest, or ceases to have a Notifiable Interest; or

46.2.2 becomes aware that he or she has acquired a Notifiable Interest, or that he or she has ceased to have a Notifiable Interest in which he or she was previously interested;

he or she shall notify the Company of his or her interest.

46.3 The obligation to disclose in Article 46.2 also arises where there is an increase or decrease in the percentage level of a shareholders' Notifiable Interest, and for these purposes if the percentage level is not a whole number it shall be rounded down to the next whole number.

46.4 Any notification under Article 46.2 shall identify the member of the Company so interested, the nature and extent of his or her interest, and the date on which he or she acquired or ceased to hold a Notifiable Interest or on which there was an increase or decrease in the percentage level of his or her Notifiable Interest.

46.5 Despite anything in these Articles to the contrary, if:

46.5.1 a Disclosure Notice has been served on a member or a person appearing to be interested in Specified Shares; and

46.5.2 the Company has not received the information required in respect of the Specified Shares within a period of 14 days (subject as provided in Articles 46.10 and 46.12) after the service of the Disclosure Notice;

then the board may determine that the member holding or who is interested in Specified Shares is subject to the Restrictions in respect of such shares. The company shall, as soon as practicable after the determination, give notice to the relevant member stating that (until such time as the board determines otherwise under Article 46.7) the Specified Shares shall be subject to the Restrictions stated in the notice.

46.6 Subject to Articles 46.7, 46.10 and 46.12, the Restrictions which the board determines applicable to Specified Shares shall be one or more (as determined by the board) of the following:

46.6.1 the member holding the Specified Shares shall not be entitled, in respect of the Specified Shares, to be present or to vote (either personally, or by proxy or otherwise) at a general meeting or at a separate general meeting of the holders of a class of shares, or on a poll or to exercise any other right in relation to a general meeting or a separate class meeting;

- 46.6.2 no transfer of the Specified Shares shall be effective or shall be recognised by the Company;
- 46.6.3 no dividend or other sums which would otherwise be payable on or in respect of the Specified Shares shall be paid to the member holding the Specified Shares and, in circumstances where an offer of the right to elect to receive shares instead of cash in respect of a dividend is or has been made, an election made in respect of the Specified Shares shall not be effective.
- 46.7 The board may determine that one or more Restrictions imposed on Specified Shares shall cease to apply at any time. If the Company receives the information required in the relevant Disclosure Notice, the board shall, within 7 days of receipt, determine that all Restrictions imposed on the Specified Shares shall cease to apply. In addition, the board shall determine that all Restrictions imposed on the Specified Shares shall cease to apply if the Company receives an executed and if necessary duly stamped instrument of transfer in respect of the Specified Shares, which would otherwise be given effect to, by:
- 46.7.1 a sale of the Specified Shares on the London Stock Exchange;
- 46.7.2 acceptance of an offer to acquire all the shares or all the shares of any class or classes in the Company, (other than shares which at the date of the offer are already held by the offer or), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where those include shares of different classes, in relation to all the shares of each class; or
- 46.7.3 a sale which is shown to the satisfaction of the board to be a bona fide sale of the whole of the beneficial interest in the Specified Shares to a person who is unconnected with the member or with another person appearing to be interested in the shares.
- 46.8 Where dividends or other sums payable on Specified Shares are not paid as a result of Restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant Restrictions ceasing to apply.
- 46.9 If the board makes a determination under Article 46.7 it shall notify the purported transferee as soon as practicable and any person may make representations in writing to the board concerning the determination. Neither the Company nor the board shall in any event be liable to any person as a result of the board having imposed Restrictions, or failed to determine the Restrictions shall cease to apply, if the board has acted in good faith.
- 46.10 Where the Specified Shares represent less than 0.25 per cent. (in nominal value) of the shares of the same class as the Specified Shares in issue at the date of issue of the relevant Disclosure Notice then:
- 46.10.1 the period of 14 days referred in Article 46.5.2 is to be treated as a reference to a period of 28 days; and

- 46.10.2 any determination made by the board under Article 46.7 may only impose the Restrictions referred to in Article 46.6.1.
- 46.11 Shares issued in right of Specified Shares which are for the time being subject to particular Restrictions shall, on issue, become subject to the same Restrictions as the same relevant Specified Shares. For this purpose, shares which the Company procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain members by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares issued in right of Specified Shares.
- 46.12 The board may, at its discretion, suspend, in whole or in part, the imposition of a Restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the Specified Shares to a trustee (subject to the Restriction referred to in Article 46.6.3). Notice of suspension, specifying the Restrictions suspended and the period of suspension, shall be given by the company to the relevant holder as soon as practicable.
- 46.13 If a person appearing to be interested in shares has been served with a Disclosure Notice and those shares are held in relevant system, the provisions of the article shall be treated as applying only to those shares held in such system in which such person appears to be interested and not (by virtue of that person's apparent interest) to other shares held by the operator of such system.
- 46.14 If the member on which Disclosure Notice is serviced is the operator of system acting in its capacity as such, the obligations of the system-member shall be limited to disclosing information recorded by it relating to a person appearing to be interested in the shares held by it.

General meetings

47 Annual general meetings

The board shall convene and the Company shall hold annual general meetings of the Shareholders once in every calendar year but never more than 15 months from the date of the previous annual general meeting of the Company.

48 Convening general meetings

- 48.1 The board may convene a general meeting whenever it thinks fit.
- 48.2 Upon the written request of a Shareholder or Shareholders entitled to exercise 10 per cent or more of the Voting Rights in respect of the matter for which the meeting is requested, the Board shall convene a meeting of Shareholders or Class of Shareholders.
- 48.3 The board shall comply with the provisions of the Statutes regarding the giving and the circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the company.

49 Orderly conduct of meetings

- 49.1 The board may both prior to and during any general meeting make any arrangements and impose any restrictions which it considers appropriate to ensure the security and/or the orderly conduct of any such general meeting, including, without limitation, arranging for any person attending any such meeting to be searched, for items of personal property which may be taken into any such meeting to be restricted and for any person (whether or not a member of the company) who refuses to comply with any such arrangements or restrictions to be refused entry to or excluded from any such meeting.
- 49.2 The chairman of any general meeting of the Company shall take such action as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting, including, without limitation, asking any person or persons (whether or not a member or members of the Company) to leave the meeting and, if necessary, having such person or persons excluded from the meeting. The decision of the chairman on matters relating to the orderly conduct of a meeting and on any other matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination, acting in good faith, as to whether any matter is of such nature. Nothing in this Article 49.2 shall limit any other power vested in the chairman.
- 49.3 The board may make such arrangements as it shall in its absolute discretion consider to be appropriate for any of the following purposes:
- 49.3.1 to regulate the level of attendance at any place specified for the holding of a general meeting or any adjournment of such a meeting; or
 - 49.3.2 to ensure the safety of people attending at any such place; or
 - 49.3.3 to facilitate attendance at such meeting or adjournment;
- and may from time to time vary any such arrangements or make new arrangements in their place. Such arrangements may include, without prejudice to the generality of the foregoing, the issue of tickets or the use of some random means of selection or otherwise as the board shall consider to be appropriate.
- 49.4 The board may when specifying the place of the meeting:
- 49.4.1 direct that the meeting shall be held at a place specified in the notice (“Main Meeting Place”) at which the chairman of the meeting shall preside; and
 - 49.4.2 make arrangements for simultaneous attendance and participating at another place or other places by members and proxies otherwise entitled to attend the general meeting but excluded from it under the provisions of this Article 49.4 or who wish to attend at the other place or any of such other places.
- 49.5 Such arrangements for simultaneous attendance may include arrangements for regulating the level of attendance in the manner aforesaid at the other place or any of such other places.

- 49.6 The members present in person or by proxy at the other place or places pursuant to the provisions of Article 49.4.2 shall be counted in the quorum for, and entitled to vote at, the meeting in question, and that meeting shall be duly constituted and its proceedings shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending all the meeting places are able to :
- 49.6.1 participate in the business for which the meeting has been convened;
 - 49.6.2 hear all persons who speak (whether by use of microphones, loudspeakers, telephonic equipment, audio-visual communications equipment or otherwise) in the Main Meeting Place and the other place or places for the meeting; and
 - 49.6.3 be heard by all other persons present in the same way.
- 49.7 If it appears to the chairman of the meeting that the facilities at the Main Meeting Place or at the other place or places have become inadequate for the purpose referred to in Article 49.6, then the chairman may, without the consent of the meeting, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of adjournment shall be valid. The provisions of Article 56.2 shall apply to that adjournment.
- 49.8 For the purposes of all other provisions of these Articles (unless the context requires otherwise) the members shall be deemed to be meeting in one place, and that shall be the Main Meeting Place.
- 49.9 If after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the board decides that it is impracticable or unreasonable to hold the meeting on the date or at the time or at the Main Meeting Place specified in the notice calling the meeting (or any of the other places, in the case of a meeting to which Article 49.4.2 applies), it may postpone the meeting to another date, time and place. When a meeting is postponed, notice of the date, time and place of the postponed meeting shall, be placed in at least two national newspapers in the United Kingdom. No new notice of the meeting need be sent. The board must take reasonable steps to ensure that a member trying to attend the meeting at the original date, time and place is informed of the new arrangements.
- 49.10 A proxy appointed in relation to a postponed meeting may, if by means of an instrument, be delivered to the office or to such other place within the United Kingdom or the Isle of Man as may be specified by or on behalf of the company in accordance with Article 69.1.1 or, if contained in an electronic communication, be received at the address (if any) specified by or on behalf of the company in accordance with Article 68.1.2 at any time not less than 48 hours before any postponed time appointed for holding the meeting.

Notice of general meetings

50 Length and form of notice

- 50.1 When convening a Shareholders' meeting or a meeting of a Class of Shareholders, the Board shall give not less than 14 days' notice of such meeting to those Shareholders whose names on the date the notice is given appear as Shareholders in the register of the Company and who are entitled to vote at the meeting.
- 50.2 The notice shall specify the place, day and time of the meeting and the general nature of the business to be transacted.
- 50.3 Notice of every general meeting shall be given to all members other than any who, under the provisions of these Articles or the terms of issue of the shares which they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.
- 50.4 Every notice of meeting shall state with reasonable prominence that a member entitled to attend and vote at the meeting may appoint one or more proxies to attend and (on a poll) vote at that meeting instead of him and that a proxy need not be a member of the Company.

51 Amendment to resolutions

- 51.1 No amendment to a resolution may be considered or voted on (other than a mere clerical amendment to correct an obvious error) unless either at least forty-eight hours prior to the time appointed for holding the meeting or adjourned meeting at which such resolutions is to be proposed, notice in writing of the terms of the amendment has been lodged by means of an instrument at the office, or received in a electronic communication at such address (if any) as may for the time being been specified by or on behalf of the company for the purpose of receiving Electronic Communications.
- 51.2 If an amendment shall be proposed to any resolution but shall be ruled out of order by the chairman, acting in good faith, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

52 Omission or non-receipt of notice

The accidental omission to send a notice of a meeting, or to send any notification where required by the Statutes or these Articles in relation to the publication of a notice of meeting on a website, or to send a form of proxy where required by the Statutes or these Articles, to any person entitled to receive it, or the non-receipt for any reason of any such notice or notification or form of proxy by that person, whether or not the company is aware of such omission or non-receipt, shall not invalidate the proceedings at that meeting.

Proceedings at general meetings

53 Quorum

- 53.1 No business, other than the appointment of a chairman, shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

- 53.2 Except as otherwise provided by these Articles two members present in person or by proxy and entitled to vote on a poll shall be a quorum.
- 53.3 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (or, if that day is not a business day, to the next business day) and at the same time and place, as the original meeting, or to such other day, and at such other time and place, as the board may decide and in the latter case not less than seven clear days' notice of the adjourned meeting shall be given in any manner in which notice of a meeting may lawfully be given for the time being.
- 53.4 If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, any two members who are present in person or by proxy and entitled to vote on a poll shall be a quorum, failing which the meeting shall be dissolved.

54 Chairman

At each general meeting, the chairman of the board or, if he is absent or unwilling, the deputy chairman (if any) of the board or (if more than one deputy chairman is present and willing) the deputy chairman who has been longest in such office or, if no deputy chairman is present and willing, then one of the other directors who is appointed for the purpose by the board or (failing appointment by the board), by the members present, shall preside as chairman of the meeting, but if no director is present within 15 minutes after the time fixed for holding the meeting or, if none of the directors present is willing to preside, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.

55 Directors entitled to attend and speak

Whether or not he is a member, a director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares of the Company.

56 Adjournment

- 56.1 With the consent of any meeting at which a quorum is present the chairman of the meeting may (and if so directed by the meeting shall) adjourn the meeting from time to time or sine die and from place to place.
- 56.2 In addition, the chairman of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place if, in his opinion, it would facilitate the conduct of the business of the meeting to do so, notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may nevertheless appoint a proxy for the adjourned meeting in accordance with Article 69.1.
- 56.3 Nothing in this Article 56 shall limit any other power vested in the chairman to adjourn the meeting.

56.4 Whenever a meeting is adjourned for 30 days or more, at least seven clear days' notice of the adjourned meeting shall be given in any manner in which notice of a meeting may lawfully be given for the time being but otherwise no person shall be entitled to any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.

56.5 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

57 **Method of voting and demand for poll**

57.1 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

57.1.1 the chairman of the meeting; or

57.1.2 at least three members present in person or by proxy having the right to vote on the resolution; or

57.1.3 a member or members present in person or by proxy representing in aggregate not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution; or

57.1.4 a member or members present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

57.2 No poll may be demanded on the appointment of a chairman of the meeting.

57.3 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

57.4 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

58 **Taking a poll**

- 58.1 If a poll is demanded (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within 30 days after the meeting), at such place and in such manner as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be members).
- 58.2 A poll demanded on a question of adjournment shall be taken at the meeting without adjournment.
- 58.3 It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.
- 58.4 On a poll votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes used in the same way.
- 58.5 The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

59 **Continuance of business after demand for poll**

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

60 **Chairman's casting vote**

In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote in addition to any vote or votes to which he may be entitled.

Votes of members

61 **Voting rights**

Subject to the provisions of these Articles and to any special rights or restrictions as to voting for the time being attached to any shares:

- 61.1 on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member, shall have one vote; and
- 61.2 on a poll, every member who is present in person or by proxy shall have one vote for every ~~ordinary~~ share in the Company held by him.

62 **Representation of corporations**

Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of members of the Company; and the representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an

individual member present at the meeting in person, including (without limitation) power to vote on a show of hands or on a poll and to demand or concur in demanding a poll, save that a director or other person authorised for the purpose by the director may require such person to produce a certified copy of the resolution of authorisation permitting him to exercise his powers.

63 Voting rights of joint holders

If more than one of the joint holders of a share tenders a vote on the same resolution, whether personally or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s); and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

64 Voting rights of members incapable of managing their affairs

A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom the Isle of Man or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person in the nature of a receiver or curator bonis appointed by that court, and the receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming the right to vote shall be produced at the office (or at such other place as may be specified for the deposit of instruments appointing a proxy) not later than the last time by which an instrument appointing a proxy must be deposited in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

65 Voting rights suspended where sums overdue

Unless the board otherwise decides, a member shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of shares in the company in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.

66 Objections to admissibility of votes

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

Proxies

67 Proxies

67.1 A proxy need not be a member of the Company and a member may appoint more than one proxy to attend on the same occasion.

67.2 Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned.

67.3 Without prejudice to Articles 69.7, no instrument of proxy shall be valid except for the meeting or meetings mentioned in it (including on any poll demanded at any such meeting).

68 **Form of Proxy**

68.1 An instrument appointing a proxy shall be:

68.1.1 by means of an instrument in writing in any usual form or in any other form which the board may approve, signed by the appointor, or his agent duly authorised in writing, or, if the appointor is a corporation, shall either be executed under its common seal or be signed by some agent or officer authorised from that purpose; or

68.1.2 contained in an electronic communication sent to such address (if any) as may for the time being be notified by or on behalf of the company for that purpose provided that the electronic communication is received in accordance with Article 69.1 not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 49.9) or, where a poll is taken more than 48 hours after it is demanded, after the poll has been demanded not less than 24 hours before the time appointed for the taking of the poll.

68.2 The signature on an instrument appointing a proxy need not be witnessed.

69 **Deposit of proxy**

69.1 The appointment of a proxy shall:

69.1.1 in the case of an instrument, be delivered personally or by post to the office or such other place within the United Kingdom or the Isle of Man as may be specified by or on behalf of the Company for that purpose:

(i) in the notice convening the meeting; or

(ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 49.9) at which the person named in the instrument proposes to vote; or

69.1.2 in the case of an appointment contained in an electronic communication, where an address has been specified by or on behalf of the Company for the purpose of receiving electronic communications:

(i) in the notice convening the meeting; or

(ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting; or

- (iii) in any invitation contained in an Electronic Communication to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

be received at such address not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 49.9) at which the person named in the appointment proposes to vote; or

69.1.3 in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

69.1.4 in the case only of an instrument, where a poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to any director;

and for the purpose of this Article 69.1 and Article 70.2 “address”, in relation to Electronic Communications includes any number of address (including in the case of any uncertificated proxy instruction permitted pursuant to Article 69.2, an identification number of a participant in the relevant system concerned) used for the purposes of such communications.

69.2 Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the board may from time to time permit appointments of a proxy to be made by means of an Electronic Communication in the form of an uncertificated proxy instruction (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the company as the directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to the facilities and requirements of the relevant system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The board may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

69.3 An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so received for purposes of any meeting shall not require again to be received for the purposes of any subsequent meeting to which it relates.

69.4 Where the appointment of a proxy is expressed to have been or purports to have been executed by a person on behalf of the holder of a share:

- 69.4.1 the Company may treat the appointment as sufficient evidence of the authority of that person to execute the appointment on behalf of that holder; and
- 69.4.2 that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been executed, or a copy of such authority certified notarially or in some other way approved by the board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid.
- 69.5 A proxy appointment which is not delivered or received in accordance with Article 69.1, or in respect of which Article 69.4 has not been complied with, shall be invalid.
- 69.6 No proxy appointment shall be valid more than twelve months from the date of execution.
- 69.7 A proxy appointment shall be deemed to include the right to demand, or join in demanding a poll but shall not confer any further right to speak at a meeting except with the permission of the chairman. The proxy appointment shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates, subject to Article 69.6.
- 69.8 If two or more valid but differing instruments of proxy in writing are received in respect of the same share for use at the same meeting or poll, the one which is last delivered or received (regardless of its date or of the date or time of its execution or transmission) shall be treated as replacing and revoking the others.
- 69.9 The board may determine at its discretion when a proxy appointment shall be treated as delivered or received for the purposes of these Articles.

70 Notice of revocation of proxy

- 70.1 Notice of the revocation of the appointment of a proxy may be given in any lawful manner which complies with the regulations (if any) made by the directors to govern the revocation of a proxy.
- 70.2 A vote cast or a poll demanded by a proxy or by the duly authorised representative of a corporation shall not be rendered invalid by reason of the previous death or insanity of the appointor or by the revocation of the proxy or the authority under which the proxy was executed or, pending registration thereof, by the transfer of the share in respect of which the vote is cast or the poll is demanded unless notice of the death, insanity or revocation or of the transfer shall have been delivered or received by the Company not later than the latest time at which the proxy should have been delivered or received by the Company in order to be valid for use at the meeting or adjourned meeting at which the proxy is used, or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) not later than 24 hours before the time of the taking of the poll at which the vote is cast. Such notice of determination shall be either by means of an instrument delivered to the office or to such other place within the United Kingdom and/or the

Isle of Man as may be specified by or on behalf of the Company in accordance with Article 69.1.1 or contained in an electronic communication received at the address (if any) specified by or on behalf of the company in accordance with Article 69.1.2, regardless of whether any relevant proxy appointment was effected by means of an instrument or contained in an Electronic Communication. For the purpose of this Article, an Electronic Communication which contains such notice of determination need not be in writing if the board has determined that the Electronic Communication which contains the relevant proxy appointment need not be in writing.

Directors

71 Number of directors

The directors (other than alternate directors) shall not, unless otherwise determined by a Resolution, be less than three but there shall be no maximum number of directors.

72 Directors need not be members

A director need not be a member of the Company. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings.

73 Age of directors

No person shall be disqualified from being appointed a director, and no director shall be required to vacate that office, by reason only of the fact that he has attained the age of 70 years or any other age; nor shall it be necessary by reason of his age to give special notice of any resolution. However, upon reaching the age of 70, such director will be subject to retirement on an annual basis at the annual general meeting in accordance with Article 77;

Appointment, retirement and removal of directors

74 Appointment of directors by the company in general meeting

74.1 Subject to the provisions of these Articles, the Company may by Resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

74.2 No person (other than a director retiring by rotation or otherwise) shall be appointed or re-appointed a director at any general meeting unless:

74.2.1 he is recommended by the board; or

74.2.2 not less than seven nor more than 42 clear days before the date appointed for the meeting there has been given to the Company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the appointment of that person, stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be appointed.

74A Nomination of directors by Relevant Shareholders

74A.1 For the purposes of this Article:

74A.1.1 "Relevant Ordinary Shareholder" means any single person being, for the time being, the holder of the greatest number of Ordinary Shares; and

74A.1.2 "Relevant Preference Shareholder" means any single person being, for the time being, the holder of the greatest number of Redeemable Preference Shares.

and "Relevant Shareholder" means someone who is either a Relevant Ordinary Shareholder or a Relevant Preference Shareholder.

74A.2 A Relevant Shareholder shall be entitled (but shall not be required) to nominate persons who are independent of the Company and the Relevant Shareholder (and any other person reasonably considered by the board to be connected with the Relevant Shareholder) to be considered for appointment as a non-executive director in accordance with the following provisions:

74A.2.1 any nomination shall be in writing signed by the Relevant Shareholder, addressed to the Chairman of the Company and served on the Company at its registered office and shall include full details of each person nominated (including those details required in respect of directors under the AIM rules and which may be required to satisfy any other regulatory requirements);

74A.2.2 a Relevant Shareholder may only exercise the power of nomination by a notice which at the same time nominates 3 different independent persons to be considered for appointment and which requests the Company's board to appoint one of their number subject only as mentioned in this Article 74A.2;

74A.2.3 following the nomination of such persons by a Relevant Shareholder (and receipt of such further information as is required under the AIM rules and such other information as is reasonably requested by the board and the Company's Nominated Adviser (CNA)) such individuals shall be checked and reviewed by the CNA;

74A.2.4 if the CNA determines, in its sole judgment, that: (i) any person nominated is independent and suitable (from a regulatory perspective) for appointment as a director of the Company specifically and an AIM company generally; and (ii) he/she has passed such due diligence tests as the CNA considers necessary for the purposes of the AIM rules and any other regulatory requirements (the date of such determination by the CNA being the "Relevant Date"), then the board shall approve the appointment of such person, or where there is more than one person nominated and deemed suitable, one of such persons, as selected by the board in consultation with the CNA, as an independent non-executive director within 30 days of the Relevant Date (subject only to such person

consenting to act as a director and entering into the letter of appointment referred to in Article 74A.2.5); and

74A.2.5 any person appointed as a non-executive director following nomination by a Relevant Shareholder shall be subject to the provisions of the Company's articles of association, including those provisions relating to resignation and re-election, any legislation and regulation relating to the Company and the AIM rules and such person shall sign and be subject to a letter of appointment in a form as normally entered into by the non-executive directors of the Company (and any appointment is subject to such signature).

74A.3 If a person ceases at any time to be a Relevant Shareholder then:

74A.3.1 the board shall be entitled (but shall not be required) to remove the director nominated by that Relevant Shareholder from the board without any compensation (which removal right shall also be included in the relevant director's letter of appointment); and

74A.3.2 for the avoidance of doubt, the new Relevant Shareholder shall be entitled to nominate persons to be considered for appointment as a non-executive director in accordance with Article 74A.2.

74A.4 If, at any time, there ceases to be any Redeemable Preference Shares in issue, then the director nominated by that Relevant Preference Shareholder shall forthwith vacate office as a director and shall not be entitled to any compensation from the Company.

75 Separate resolutions for appointment of each director

Every resolution of a general meeting for the appointment of a director shall relate to one named person and a single resolution for the appointment of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

76 The board's power to appoint directors

The board may appoint any person who is willing to act to be a director, either to fill a vacancy or by way of addition to their number.

77 Retirement of directors

77.1 At each annual general meeting:

77.1.1 any director who has been appointed by the board since the previous annual general meeting;

77.1.2 any director selected to retire by rotation pursuant to Article 78; and

77.1.3 any director who is obliged to retire pursuant to Article 73;

shall retire from office.

77.2 A retiring director shall be eligible for re-appointment and (unless he is removed from office or his office is vacated in accordance with these Articles) shall retain office until the close of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.

77.3 If at any meeting at which the appointment of a director ought to take place the office vacated by a retiring director is not filled, the retiring director, if willing to act, shall be deemed to be re-appointed, unless at the meeting a resolution is passed not to fill the vacancy or to appoint another person in his place or unless the resolution to re-appoint him is put to the meeting and lost.

78 **Selection of directors to retire by rotation**

78.1 At each annual general meeting:

78.1.1 one-third of the directors (excluding any director who has been appointed by the board since the previous annual general meeting) or, if their number is not an integral multiple of three, the number nearest to one-third but not exceeding one-third shall retire from office (but so that if there are fewer than three directors who are subject to retirement by rotation under this Article one shall retire); and

78.1.2 any director who is not required to retire by rotation in accordance with Article 78.1.1 but who has been in office for three years or more since his appointment or his last re-appointment or who would (but for the operation of this Article 78.1.2) have held office at not less than three consecutive annual general meetings of the company without retiring shall retire from office.

78.2 The directors to retire by rotation at each annual general meeting in accordance with Article 78.1.1 shall be the directors who, at the date of the notice of the meeting, have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

78.3 The names of the directors to retire by rotation shall be stated in the notice of the annual general meeting on each occasion (both as to number or identity) shall be determined by the composition of the board at the start of business on the date of the notice convening the annual general meeting and no directors shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the directors after that time but before the close of the meeting.

79 **Removal of directors**

79.1 A ~~D~~director may be removed from office ~~by~~—

79.1.1 by a Resolution passed at a meeting of the Shareholders called for the purpose of removing the Director or for purposes including the removal of

the Director or by a written resolution consented to by a Shareholder or Shareholders holding at least 75 per cent of the Voting Rights in relation thereto; ~~or~~

79.1.2 by the service on him of a notice to that effect signed by all the other directors; or

79.1.3 (in the case of a non-executive director appointed pursuant to Article 74A) in accordance with the provisions of Article 74A.

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79.2 Any removal of a director under this Article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him and the company.

80 **Disqualification of director**

Without prejudice to the provisions of these Articles for retirement or removal, the office of a director shall be vacated:

80.1 if he is prohibited by law from being a director; or

80.2 if he becomes bankrupt or he makes any arrangement or composition with his creditors generally; or

80.3 if he is, or may be, suffering from mental disorder and in relation to that disorder either he is admitted to hospital for treatment or an order is made by a court (whether in the United Kingdom, the Isle of Man or elsewhere) for his detention or for the appointment of some person to exercise powers with respect to his property or affairs; or

80.4 if for more than six months he is absent (whether or not an alternate director attends in his place), without special leave of absence from the board, from meetings of the board held during that period and the board resolves that his office be vacated; or

80.5 if he serves on the Company notice of his wish to resign, in which event he shall vacate office on the service of that notice on the Company or at such later time as is specified in the notice.

81 **Executive directors**

81.1 The board may appoint one or more directors to hold any executive office or employment under the Company (including that of chairman, chief executive or managing director) for such period (subject to the provisions of the Statutes) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of service between the director and the company.

81.2 The remuneration of a director appointed to any executive office or employment shall be fixed by the board and may be by way of salary, commission, participation

in profits or otherwise and either in addition to or inclusive of his remuneration as a director.

- 81.3 A director appointed to any executive office or employment shall automatically cease to hold that office if he ceases to be a director.

Alternate directors

82 Power to appoint alternate directors

- 82.1 Each director may appoint another director or any other person who is willing to act as his alternate and may remove him from that office. The appointment as an alternate director of any person who is not himself a director shall be subject to the approval of a majority of the directors or a resolution of the board.
- 82.2 An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of which the director appointing him is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he were a director.
- 82.3 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration (be subject in all respects to the provisions of these Articles relating to directors and shall alone be responsible to the Company for his acts and defaults and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director.
- 82.5 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 82.6 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director (otherwise than by retirement at a general meeting of the company at which he is re-elected) or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.
- 82.7 Every appointment or removal of an alternate director shall be by notice in writing signed by the appointor (or in any other approved by the board) and shall be effective (subject to Article 81.1) on delivery at the office or at a meeting of the board.

Remuneration, expenses and pensions

83 Remuneration of directors

- 83.1 The directors (other than those holding executive office with the Company or any subsidiary of the Company) shall be paid by way of fees for their services at such

rates and in such proportion as the board may resolve but not exceeding an aggregate sum of £~~150,000~~250,000 per annum, or such larger amount as the Company may by Resolution determine or, in the case of such directors resident outside the UK, such extra remuneration as the board may determine. Any director who holds executive office or who performs duties outside the ordinary duties of a director, may be paid such remuneration or extra remuneration by way of salary, commission or otherwise as the board may determine.

83.2 The directors shall also be paid all expenses properly incurred by them in attending meetings of the Company or of the board or otherwise in connection with business of the Company.

84 Special remuneration

84.1 The board may grant special remuneration to any director who performs any special or extra services to or at the request of the company.

84.2 Such extra or special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board may decide in addition to any remuneration provided for by or pursuant to any other Article.

85 Expenses

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from meetings of the board, committee meetings, general meetings and separate meetings of the holders of any class of securities of the Company.

86 Pensions and other benefits

The board may exercise all the powers of the Company to pay, provide or procure the grant of pensions or other retirement or superannuation benefits and death, disability or other benefits, allowances or gratuities to any person who is or has been at any time a director of the Company or in the employment or service of the company or of any Company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or any such subsidiary or associated Company or the relatives or dependants of any such person. For that purpose the board may procure the establishment and maintenance of, or participate in or contribute to, any non-contributory or contributory pension or superannuation fund, scheme or arrangement and pay insurance premiums.

87 Directors' and officers' liability insurance

The board may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability incurred by him in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his holding a relevant office; and for this purpose "relevant office" means that of director, officer or employee of the company or any Company which is or was a subsidiary of or associated with the Company or any predecessor in business of the Company of any such subsidiary or associated

Company, or that of trustee of any pension fund or retirement, death or disability scheme for the benefit of any officer or employee of the Company or of any such predecessor in business of the Company or of any such subsidiary or associated Company.

Powers of the board

88 General powers of the board to manage Company's business

- 88.1 The business of the Company shall be managed by the board which may exercise all the powers of the company, subject to the provisions of the Statutes, the Memorandum of Association of the Company, these Articles and any Resolution or 75% Resolution. No Resolution, 75% Resolution or alteration of the Memorandum of Association of the Company or these Articles shall invalidate any prior act of the board which would have been valid if the resolution had not been passed or the alteration had not been made.
- 88.2 The powers given by this Article shall not be limited by any special authority or power given to the board by any other Article or any Resolution or 75% Resolution.
- 88.3 Any written contract, deed, instrument, power of attorney or other document may be made or executed on behalf of the Company by any person (including any Director) acting with the authority of the Directors.

89 Power to act notwithstanding vacancy

The continuing directors or the sole continuing director at any time may act notwithstanding any vacancy in their number; but, if the number of directors is less than the minimum number fixed by or in accordance with these Articles, they or he may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able to act, then any two members may summon a general meeting for the purpose of appointing directors.

90 Provisions for employees

The board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

91 Power to borrow money

- 91.1 Subject ~~to Article 4.23~~, as hereinafter provided and to the provisions of the Statutes the board may exercise all the powers of the Company to borrow money, and to mortgage or charge all or any part of its undertaking, property, assets (both present and future) and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

91.2 The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate amount for the time being remaining outstanding of all moneys borrowed by the Group (which expression in this Article means and includes the Company and its subsidiaries for the time being) and for the time being owing to persons outside the Group shall not at anytime without the previous sanction of a Resolution exceed an amount equal to the higher of:

91.2.1 five times the sum equal to the aggregate of:

- (a) the amount paid up on the issued share capital of the Company; and
- (b) the amount standing to the credit of the capital and revenue reserves of the Company and its subsidiaries (including any share premium account or capital redemption reserve) after adding thereto or deducting therefrom any balance to the credit or debit of profit and loss account;

all based on a consolidation of the then latest available audited balance sheets of the companies in the Group; and

91.2.2 the sum of £10,000,000.

Delegation of board's powers

92. Delegation to individual directors

The board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them, but no person dealing in good faith shall be affected by the revocation or variation

93. Committees

93.1 The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) including without prejudice to the generality of the foregoing all powers, authorities and discretions whose exercise involves or may involve the payment of remuneration to, or the conferring of any other benefit on all or any of the directors to any committee consisting of such person or persons (whether directors or not) as it thinks fit, provided that the majority of the members of the committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors. The board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee. Any committee so formed shall, in the exercise of the powers, authorities and

discretions so delegated, conform to any regulations that may be imposed on it by the board.

- 93.2 The proceedings of a committee with two or more members shall be governed by any regulations imposed on it by the board and (subject to such regulations) by the provisions of these Articles regulating the proceedings of the board so far as they are capable of applying.

94. **Powers of Attorney**

The board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this Article and may revoke or vary the delegation, but no person dealing in good faith shall be affected or the revocation or variation.

95. **Designation as “director”**

The board may, at any time and from time to time, appoint any person (not being a director) to any executive position or employment under the Company having a title or designation which includes the word “director” and may terminate any such appointment. The inclusion of the word “director” in the title or designation of any such position or employment shall not imply that the holder is a director of the Company or that he is authorised or empowered to act as, or is liable as, a director of the Company in any respect and he shall not be deemed to be a director for any purpose.

Directors’ interests

96. **Directors’ interests and voting**

- 96.1 Subject to the provisions of the Statutes a director shall not be disqualified by his office from entering into any contract with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise. Subject to the interest of the director being duly declared, a contract entered into by or on behalf of the Company in which any director is in any way interested shall not be liable to be avoided; nor shall any director so interested be liable to account to the Company for any benefit resulting from the contract by reason of the director holding that office or of the fiduciary relationship established by his holding that office.

- 96.2 A director may hold any office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the provisions of the Statutes) and upon such terms as the board may decide and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board may decide, either in addition to or in lieu of any remuneration under any other provision of these Articles.

- 96.3 A director may be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any other Company in which the Company may be interested and shall not be liable to account to the Company for any benefit received by him as a member or director of, or holder of any other office or place of profit, or his other interest in, that Company.
- 96.4 The board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the director or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company).
- 96.5 A director may act by himself or his firm in a professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- 96.6 A director who to his knowledge is in any way, whether director or indirectly, interested in a contract with the Company shall declare the nature of his interest at the meeting of the board at which the question of entering into the contract is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the board after he knows that he is or has become so interested. For the purposes of this Article a general notice given to the board by a director to the effect that:-
- 96.6.1 he is a member of a specified Company or firm and is to be regarded as interested in any other contract which may after the date of the notice be made with that Company or firm; or
- 96.6.2 he is to be regarded as interest in any contract which may after the date of the notice be made with a specified person who is Connected with him;
- shall be deemed to be a sufficient declaration of interest under this Article 96.6 in relation to any such contract but no such notice shall be effective unless either it is given at a meeting of the board or the director takes reasonable steps to secure that it is brought up and read at the next board meeting after it is given.
- 96.7 A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company of any other company in which the company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the company or any other company in which the company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this Article 96) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

- 96.8 A director shall also not vote (or be counted in the quorum at a meeting) on any resolution relating to any contract or arrangement or any other proposal whatsoever in which he knows he (together with any interest of any person Connected with him) has a material interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:-
- 96.8.1 the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or by any other person at the require of or for the benefit of the company or any of its subsidiaries;
- 96.8.2 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- 96.8.3 any contract concerning an offer of shares, debentures or other securities of or by the company or any of its subsidiaries for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- 96.8.4 any contract in which he is interested by virtue of his interest in shares, debentures or other securities of the company or otherwise in or through the company;
- 96.8.5 any contract concerning any other company in which he is interested, directly or indirectly and whether as an officer, shareholder, creditor or otherwise, unless the company is one in which he has a relevant interest and for this purpose:
- 96.8.5.1 a company shall be deemed to be one in which a director has a relevant interest if and so long as he (together with persons Connected with him to his knowledge holds an interest in shares representing 1% or more of any class of the equity share capital of that company or of the voting rights available to members of that company or if he can cause 1% or more of those voting rights to be exercised at his direction; and
- 96.8.5.2 where a company in which a director is deemed for the purposes of this Article to have a relevant interest is materially interested in that contract;
- 96.8.6 any contract relating to an arrangement for the benefit of the employees of the company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
- 96.8.7 any proposal concerning the purchase or maintenance of insurance for the benefit of persons including directors.

- 96.9 In the case of an alternate director, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate or otherwise has.
- 96.10 If any question arises at any meeting as to the materiality of an interest of a director (other than the chairman of the meeting) or as to the entitlement of any director (other than the chairman of the meeting) to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman, so far as known to him, has not been fairly disclosed.
- 96.11 In this Article references to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.
- 96.12 For the purpose of Articles 96.1 to 96.11, the interest of a person who is Connected (within the definition set out in the interpretation section of these Articles) with a Director is treated as the interest of the Director and, in relation to an alternate director, the interest of the Director appointing him shall be treated as the interest of the alternate director in addition to any interest which the alternate Director otherwise has. Articles 96.1 to 96.11 apply to an alternate director as if he were a director otherwise appointed.

Proceedings of the board

97 Board meetings

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may summon a board meeting.

98 Notice of board meetings

Notice of a board meeting shall be deemed to be properly given to a director if it is given to him personally or by word or mouth or sent in writing to him at his last known address or any other address given to him to the company for this purpose or sent by Electronic Communication to him at an address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom or the Isle of Man may request the board that notices of board meetings shall during his absence be sent in writing or by Electronic Communication to him (or to his alternate) at an address given by him to the company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any director who is for the time being absent from the United Kingdom or the Isle of Man. A director may waive notice of any meeting either prospectively or retrospectively.

99 Quorum

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The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be two. Subject to the provisions of these Articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

100 Chairman or deputy chairman to preside

The chairman or failing him any deputy chairman (the senior in office taking precedence, if more than one is present), shall, if present and willing, preside at all meetings of the directors but, if no chairman or deputy chairman has been appointed or if he is not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chairman of the meeting, the directors present shall choose one of their number to act as chairman of the meeting.

101 Competence of meetings

A meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

102 Voting

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

103 Telephone and video conference meetings

103.1 A meeting of the board may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:

103.1.1 to hear each of the other participating directors addressing the meeting; and

103.1.2 if he wishes, to address all of the other participating directors simultaneously, whether by conference telephone or by video conference or by any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently) or by a combination of any such methods.

103.2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of Article 99.

103.3 A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

104 Resolutions in writing

104.1 A resolution in writing signed or approved by all the directors entitled to notice of a meeting of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article:-

104.1.1 a resolution may be by means of an instrument or contained in an electronic communication sent to such address (if any) as may for the time being be notified by the Company for that purpose;

104.1.2. a resolution may consist of several instruments each executed by one or more directors or several Electronic Communications, each sent by one or more directors, or a combination of both; and

104.1.3 a resolution executed by an alternate director need not also be executed by his appointor.

105 **Validity of acts of directors in spite of formal defect**

All acts bona fide done by the board, or of a committee, or by any person acting as a director or member of a committee, shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or of the person so acting, 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 and qualified to be a director and had continued to be a director or member of the committee and had been entitled to vote.

106 **Minutes**

The board shall cause minutes to be made in books kept for the purpose:

106.1 of all appointments of officers made by the board;

106.2 of the names of all the directors present at each meeting of the board and of any committee; and

106.3 of all resolutions and proceedings of all meetings of the Company and of any class of members, and of the directors and of any committee (including any meetings held in accordance with Article 103).

107 **Seal**

107.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the board.

107.2 The board shall provide for the safe custody of every seal of the company.

107.3 A seal shall be used only by the authority of the board or a duly authorised committee. The board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of

instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

107.4 Unless otherwise decided by the board:

107.4.1 certificates for shares, debentures or other securities of the Company need not be signed; and

107.4.2 every other instrument to which a seal is applied shall be signed by at least one director.

108 **Authentication of documents**

Any director or any person appointed by the directors for the purpose shall have power to authenticate any document affecting the constitution of the Company and any resolution passed at a general meeting or at a meeting of the directors or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any book, record, document or account is elsewhere than at the office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the directors as aforesaid. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

109 **Registered Office and Agent**

The Company may by Resolution or by resolution of the Directors change the location of its registered office or change its registered agent.

Distributions and Dividends

110 **Distributions**

110.1 Subject to [\(i\) Articles 4.3.1 and 4.10 to 4.12 and \(ii\) Article ~~4.23, 10~~](#), the Board may by resolution of the Directors authorise a Distribution by the Company to Shareholders at such time and of such amount as the Board thinks fit if it is satisfied, on reasonable grounds, that the Company will, immediately after the Distribution, satisfy the Solvency Test.

110.2 Where a Distribution has been made to a Shareholder and the Company did not, immediately after the Distribution, satisfy the Solvency Test, the Distribution (or the value thereof) may be recovered by the Company from the Shareholder in accordance with section 51 of the Act.

110.3 If several persons are registered as joint holders of any shares, any one such person may give an effective receipt for any Distribution.

111. Distributions by way of Dividend

- 111.1 Subject to [\(i\) Articles 4.3.1 and 4.10 to 4.12 and \(ii\) Article ~~4.23,10~~](#), the Company may, by a resolution of the Directors, declare and pay a Distribution by way of dividend at such time and of such amount as the Board thinks fit if the Board is satisfied, on reasonable grounds, that the Company will, immediately after the Distribution, satisfy the Solvency Test.
- 111.2 Dividends may be paid in money, shares, or other property.
- 111.3 Notice of any dividend that has been declared shall be given to each Shareholder entitled to receive the dividend as specified in Articles 123 to 130 and all dividends unclaimed for 3 years after having been declared may be forfeited by a resolution of Directors for the benefit of the Company.
- 111.4 No dividend shall bear interest as against the Company.

112 Fixed and interim dividends

- 112.1 Subject to Article 112.2, the board may pay such interim dividends as appear to the board to be justified by the financial position of the Company, and may also pay any dividend payable at a fixed rate at intervals settled by the board, whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.
- 112.2 The board shall only pay interim dividends in accordance with Article 112.1 provided that the Board is satisfied, on reasonable grounds, that the Company will, immediately after the interim dividend, satisfy the Solvency Test.

113 Calculation and currency of dividends

- 113.1 Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:-
- 113.1.1 all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid upon the share;
- 113.1.2 all dividends shall be apportioned and paid pro rata according to the amounts paid upon the shares during any portion or portions of the period in respect of which the dividend is paid; and
- 113.1.3 dividends may be declared or paid in any currency
- 113.2 The board may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied

and how and when the amount to be paid in the other currency shall be calculated and paid and for the company or any other person to bear any costs involved.

114 Method of payment

- 114.1 The Company may pay any dividend or other sum payable in respect of a share in cash or by cheque, dividend warrant, or money order and may send the same by post to the registered address of the holder or in the case of joint holders to the registered address of that person whose name stands first in the register, or to such person and address as the holder or joint holders may direct in writing. Every cheque, warrant, or order is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled and the payment of the cheque, warrant or order shall be a good discharge to the Company.
- 114.2 In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or by such other means and to or through such person as the holder or joint holders may direct in writing and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or when it has acted on any such direction.
- 114.3 Any joint holder or other person jointly entitled to any share may give an effective receipt for all dividends and other monies paid in respect of the share.
- 114.4 Any dividend or other sum payable in respect of a share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.
- 114.5 Any payment in the case of an uncertified share, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient, may be made by means of the relevant system (subject always to the facilities and requirements of the relevant system) and without prejudice to the generality of the foregoing such payment may be made by the sending by the company or any person on its behalf of an instruction to the operator of the relevant system to credit the cash memorandum account (being an account so designated by the operator of the relevant system) of the joint holder or joint holders of such shares or, if permitted by the Company, of such other person as the holder or joint holders may in writing direct; and the making of a payment in accordance with the facilities and requirements of the relevant system concerned shall be a good discharge to the Company.
- 114.6 Any dividend or other sum payable in respect of a share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

115 Dividends not to bear interest

No dividend or other monies payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

116 **Calls or debts may be deducted from dividends**

The board may deduct from any dividend or other monies payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from him (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares or other securities of the Company.

117 **Unclaimed dividends etc**

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the company until claimed. All dividends unclaimed for a period of 12 years after having been declared or become due for payment shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the company a trustee in respect of it.

118 **Uncashed dividends**

If:

118.1 a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with Article 114 is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system (including, without limitation, the relevant system), a new account for that person; or

118.2 such payment is left uncashed or returned to the Company on two consecutive occasions,

The Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system (including without limitation, the relevant system), details of the account, to be used for the purpose.

119 **Dividends in specie**

119.1 With the sanction of a Resolution and on the recommendation of the board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company.

119.2 Where any difficulty arises in regard to the distribution, the board may settle the difficulty as it thinks fit and in particular may issue fractional certificates or ignore fractions, and may fix the value for distribution of the specific assets or any part of them, and may determine that cash payments be made to any members upon the footing of the value so fixed in order to secure equality of distribution, and may vest any of the specific assets in trustees upon such trusts for the persons entitled to the dividend as the board may think fit.

120 **Scrip dividends**

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- 120.1 The board may, if authorised by Resolution of the Company, offer any holders of any particular class of shares the right to elect to receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend specified by the Resolution (a “scrip dividend”) in accordance with the following provisions of this Article 120.
- 120.2 The Resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than the conclusion of the fifth annual general meeting of the Company to be held following the date of the meeting at which the Resolution is passed.
- 120.3 The basis of allotment shall be decided by the board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid.
- 120.4 For the purposes of Article 120.3 the value of the further shares shall be calculated by reference to the average of the middle-market quotations for a fully paid share of the relevant class, as shown in the Daily Official List of the London Stock Exchange, for the day on which such shares are first quoted “ex” the relevant dividend and the four subsequent dealing days or in such other manner as the directors may decide.
- 120.5 The board shall give notice to the shareholders of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.
- 120.6 The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares of the relevant class shall be allotted in accordance with elections duly made and the board shall capitalise a sum to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the directors may consider appropriate.
- 120.7 The further shares so allotted shall rank pari passu in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.
- 120.8 The board may decide that the right to elect for any scrip dividend shall not be made available to shareholders resident in any territory, where in the opinion of the board, compliance with local laws or regulations would be impossible or unduly onerous.
- 120.9 The board may do all acts and things considered necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of this Article, and may make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the company rather than to the members concerned).
- 120.10 The board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends

for which a right of election pursuant to this Article 120 is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

120.11 The board shall not make a scrip dividend available unless the Company has sufficient unissued shares and undistributed profits or reserves to give effect to elections which could be made to receive that scrip dividend.

Record dates

121 Fixing of record dates

121.1 Notwithstanding any other provision of these Articles, but without prejudice to any rights attached to any shares, the Company or the board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared.

121.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

Accounts

122 Accounting records

122.1 The board shall cause accounting records of the Company to be kept in accordance with the provisions of the Statutes.

122.2 The Shareholders shall at all times have the right of inspecting the accounting records of the Company at the office of the registered agent for the Company, and to make copies or take extracts therefrom.

Notices

123 Notices in writing

Any notice to be served on or given to any person or by any person pursuant to these Articles shall be in writing except where otherwise expressly stated. Any such notice may be sent using Electronic Communications to such address (if any) as may for the time being be notified for that purpose to the person giving the notice by or on behalf of the person to whom the notice is sent. The signature on any notice given by the Company may be printed or reproduced by mechanical means.

124 Service of notices

124.1 The Company may send any notice or other document pursuant to these Articles to a member by whichever of the following methods it may in its absolute discretion determine.

124.1.1 personally; or

- 124.1.2 by posting the notice or other document in a prepaid envelope addressed to the member at his registered address; or
- 124.1.3 by leaving the notice or other document at that address; or
- 124.1.4 by sending the notice or other document using electronic communications to such address (if any) as may for the time being be notified to the Company by or on behalf of the member for that purpose.
- 124.2 Subject to the Statutes, the Company may also send any notice or other document pursuant to these Articles to a member by publishing that notice or other document on a website where:-
- 124.2.1 the Company and the member have agreed to his having access to the notice or document on a website (instead of it being sent to him);
- 124.2.2 the notice or document is one to which that agreement applies;
- 124.2.3 the member is notified in accordance with any requirements laid down by a relevant enactment and, in a manner for the time being agreed between him and the Company for the purpose of:-
- (i) the publication of the notice or document on a website;
 - (ii) the address of that website: and
 - (iii) the place on that website where the notice or document may be accessed and how it may be access; and
- 124.2.4 the notice or document is published on that website throughout the publication period, provided that, if the notice or document is published on that website for a part, but not all of, the publication period, the notice or document shall be treated as being published throughout that period if the failure to publish that notice of document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 124.3 In this Article 124, **publication period** means:-
- 124.3.1 in the case of a notice of an adjourned meeting pursuant to Article 56, a period of not less than seven clear days before the date of the adjourned meeting, beginning on the day following that on which the notification referred to in Article 124.2.3 is sent or (if later) is deemed sent;
- 124.3.2 in the case of a notice of a poll given pursuant to Article 57.3 a period of not less than seven clear days before the taking of the poll, beginning on the day following that on which the notification referred to in Article 124.2 is sent or (if later) is deemed sent; and

- 124.3.3 in any other case, a period of not less than 21 days, beginning on the day following that on which the notification referred to in Article 124.2.3 above is sent or (if later) is deemed sent.
- 124.4 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holder. Any notice or other document so sent shall be deemed for all purposes to be sufficient notice to all the joint holders.
- 125 Notice by advertisement**
- If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or the Isle of Man the Company is unable effectively to convene a general meeting, a general meeting may be convened by a notice advertised in at least one national newspaper in the United Kingdom and the Isle of Man. In any such case the Company may still serve notices by Electronic Communication, subject to the provisions of the Statutes and any other relevant enactment, and, where notice shall not have been served by Electronic Communication, shall send confirmatory copies of the notice by post if at least six clear days before the meeting the posting of notices to addresses throughout the United Kingdom or the Isle of Man again becomes practicable.
- 126 Evidence of service**
- 126.1 Any notice or other document, if served by first class post, shall be deemed to have been served on the day following that on which the envelope containing it is put into the post or, if served by second class post, shall be deemed to have been served on the second day following that on which the envelope containing it was put into the post and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed, prepaid and put into the post.
- 126.2 Any notice or document not sent by post but left at a registered address or address for service in the United Kingdom or the Isle of Man shall be deemed to have been served or delivered on the day it was so left.
- 126.3 Where notice is given by way of newspaper advertisement, such notice shall be deemed to have been duly served on each member or person entitled to receive it at noon on the day when the advertisement appears.
- 126.4 A member present, either in person or by proxy, at any meeting of the Company or class of members of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.
- 126.5 Every person who becomes entitled to a share shall be bound by every notice in respect of that share which before his name is entered in the register was given to the person from whom he derives his title to the share.
- 126.6 The board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic communications for the sending of notices, other documents and proxy appointments by the Company to members and by members to the Company.

127 **Record date for service**

- 127.1 For the purpose of serving notices of meetings or other documents, the board may determine that the persons entitled to receive such notices or other documents are those persons who are entered on the register at any time not more than 21 days before the date of the despatch of the notice or other document.
- 127.2 For the purpose of determining which persons are entitled to attend or vote at a meeting, and how many votes such persons may cast, the board may specify in the notice of the meeting a time not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting.
- 127.3 Changes to entries on the register after the time specified by virtue of Article 127.2 shall be disregarded in determining the rights of any person to attend or vote at the meeting notwithstanding any provision of these Articles or the Statutes to the contrary.

128 **Notices given by Electronic Communication**

- 128.1 The company may give or send to any member any notice or other document (other than a share certificate) by Electronic Communication insofar as and in such manner as is permitted by the Electronic Transactions Act 2000.
- 128.2 Where a notice or other document is given or sent by Electronic Communication it shall be deemed to have been given or sent at the expiration of two hours after it was sent to an address supplied by the member for the purposes or on notification to the member of its publication on a web site. Proof that a notice or other document given by Electronic Communication was given or sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these Articles, or, if the board so resolves, any subsequent guidance so issued shall be conclusive evidence that the notice or document was sent or given.

129 **Addresses of members**

- 129.1 A member whose registered address is not within the United Kingdom or the Isle of Man and who gives to the Company an address at which notices may be served on him or an address for the service of notice by Electronic Communication shall be entitled to have notices served on him at that address (provided that, in the case of the electronic communications, the company so agreed, which agreement the Company shall be entitled to withhold in its absolute discretion including, without limitation, in circumstances in which the company considers that the sending of the notice or other document to such address using Electronic Communications would or might infringe the laws of any other jurisdiction).
- 129.2 If on three consecutive occasions a notice to a member shall be returned undelivered, such member shall not thereafter be entitled to receive notices from the Company until he shall have given notice in writing to the company of a new registered address or a postal address for the service of notices or shall have informed the Company in such manner as shall be specified by the company of an address for the service of notices by electronic communication. For this purpose a

notice sent by post shall be treated as returned undelivered if the notice is sent back to the Company or its agent and a notice sent by Electronic Communication shall be treated as returned undelivered if the Company or its agent receives notification that the notice was not delivered to the address to which it was sent.

130 **Service of notice on person entitled by transmission**

A person entitled to a share by reason of transmission upon supplying to the Company such evidence as the board may require to show his title to the share and upon also supplying a postal address for the service and delivery of notice and other documents and, if he so elects, an address for the sending of notices by Electronic Communication shall be entitled to have served upon or delivered to him at any address given by him any notice or document to which he would be entitled if he were the holder of that share and any such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested in the share. Otherwise, any notice or other document served on or delivered or sent to any member pursuant to these Articles shall, notwithstanding that such member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law shall have occurred and whether or not the Company has notice of his death, bankruptcy or other such event, be deemed to have been duly served, delivered or sent in respect of any share registered in the name of such member as sole or first named joint holder.

131. **Records**

131.1 The Company shall keep the following documents at the office of its registered agent –

131.1.1 copies of the Memorandum and the Articles;

131.1.2 the register, or a copy of the register;

131.1.3 the register of Directors, or a copy of the register of Directors;

131.1.4 the register of charges, or a copy of the register of charges;

131.1.5 copies of all notices and other documents filed by the Company with the Registrar in the previous 6 years;

131.1.6 any accounting records that it is required to keep under the Act; and

131.1.7 if either the register or the register of Directors does not show a person's residential address, a separate record of such person's residential address.

131.2 Unless the Board determines otherwise, the Company shall keep the original register and original register of Directors at the office of its registered agent.

131.3 If the Company maintains only a copy of the register or a copy of the register of Directors at the office of its registered agent, it shall –

- 131.3.1 provide the registered agent with a written record of the physical address of the place or places at which the original register or the original register of Directors is kept; and
 - 131.3.2 within 14 days of any change to either the register or the register of Directors, notify the registered agent in writing of the change.
- 131.4 The Company shall keep the following records at the office of its registered agent or at such other place or places, within or outside the Isle of Man, as the Directors may determine –
- 131.4.1 minutes of Shareholders' meetings and resolutions of the Shareholders or of any Class of Shareholders; and
 - 131.4.2 minutes of Board meetings and resolutions of the Directors and committees of Directors.
- 131.5 If the records referred to in Article 131.4 are not kept at the office of the Company's registered agent, the Company shall –
- 131.5.1 provide the registered agent with a written record of the physical address of the place of places at which such records are kept; and
 - 131.5.2 if the place at which any such records are kept is changed, provide the registered agent with the physical address of the new location of the records within 14 days of the change of location.
- 131.6 The records kept by the Company under this Article shall be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act 2000.

132 Register of Charges

- 132.1 The Company shall maintain at the office of its registered agent a register of charges in which there shall be entered the following particulars regarding each mortgage, charge and other encumbrance created by the Company over any property of the Company –
- 132.1.1 the date of creation of the charge or, if the charge is a charge existing on property acquired by the Company, the date on which the property was acquired;
 - 132.1.2 a short description of the liability secured by the charge;
 - 132.1.3 a short description of the property charged;
 - 132.1.4 the name and address of the chargee;
 - 132.1.5 if there is a trustee for the security, the name and address of such trustee;

- 132.1.6 details of any prohibition or restriction contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge;
- 132.1.7 any variation in the terms of the charge; and
- 132.1.8 if any charge ceases to affect the property of the Company.

Destruction of documents

133 Destruction of documents

133.1 Subject to contrary provision contained in any enactment or rule of law, the board may authorise or arrange the destruction of documents held by the Company as follows:

- 133.1.1 at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;
- 133.1.2 at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;
- 133.1.3 at any time after the expiration of two years from the date of recording them, all dividend mandates and notifications of change of address; and
- 133.1.4 at any time after the expiration of one year from the date of actual payment, all paid dividend warrants and cheques.

133.2 It shall conclusively be presumed in favour of the Company that:

- 133.2.1 every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;
- 133.2.2 every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- 133.2.3 every share certificate so destroyed was a valid certificate duly and properly cancelled;
- 133.2.4 every other document mentioned in Article 133.1 so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and
- 133.2.5 every paid dividend warrant and cheque so destroyed was duly paid.

- 133.3 The provisions of Article 133.2 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.
- 133.4 Nothing in this Article 133 shall be construed as imposing on the Company or the board any liability in respect of the destruction of any document earlier than as stated in Article 133.1 or in any other circumstances in which liability would not attach to the Company or the board in the absence of this Article 133.
- 133.5 Reference in this Article 133 to the destruction of any document include references to its disposal in any manner.

Winding-up

134 Directors' power to wind up

~~Subject to Article 4.23, the~~The Company may be wound up in accordance with the Act.

135 Powers to Distribute in Specie

~~If~~Subject to Article 4.3.2. if the company is in liquidation, the liquidator may, with the sanction of a 75% Resolution and any other sanction required by the Statutes:

- 135.1 divide among the members in specie the whole or any part of the assets of the Company, and for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members; or
- 135.2 vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like sanction, shall think fit ;

but no class of member shall be compelled to accept any assets ~~upon which there is any liability~~unless sanctioned by a 75% Resolution of the relevant class.

Indemnity

136 Indemnity of Officers

Subject to the provisions of and to the extent permitted by the Statutes, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office including (but without limitation) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company or from liability to pay any amount in respect of shares acquired by a nominees of the Company.

Amendments

137. Amendment to the Memorandum and Articles of Association

No amendment may be made to the Memorandum of Association or these Articles unless authorised by a 75% Resolution.

Document comparison by Workshare Compare on 06 September 2016
 Tuesday 10:03:13

Input:	
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Rendering set	RPC Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	188
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	341