

No 07737990

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CLOUDMASTER LIMITED

(Passed on 4 June 2013)

On 4 June 2013 the following resolution was duly passed as a special resolution of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTION

THAT:

- 1 The draft Articles of Association produced to the meeting and, for the purposes of identification, attached to this resolution be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association
- 2 The directors be authorised to do such acts and execute such other documents as may be necessary or desirable to facilitate or give effect to the adoption of the draft Articles of Association

M J. Lee

Director



Company number 07737990

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

**of
CLOUDMASTER LIMITED**

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
CLOUDMASTER LIMITED

(Adopted by special resolution dated 4 June 2013)

PART 1 Interpretation and limitation of liability

1 Preliminary

- 1 1 The articles of association of the Company comprise the provisions set out in this document, as amended from time to time. No other regulations for the management of a company set out in any schedule to any statute concerning companies or contained in any regulations or instrument made pursuant to a statute shall apply to the Company.
- 1 2 Words and expressions used in the Articles are defined in Article 2. Unless defined in Article 2 (and unless the context requires otherwise) other words or expressions contained in the Articles bear the same meaning as in the Act.
- 1 3 A reference in the Articles to any statute or statutory provision includes a reference to any subordinate legislation made under it from time to time and shall, unless the context requires otherwise, include any statutory modification or re-enactment of any statute or statutory provision for the time being in force.
- 1 4 Any phrase in the Articles introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Defined terms

In the Articles, unless the context requires otherwise

Act means the Companies Act 2006,

Articles means the Company's articles of association as described in Article 1 1 (and a reference to an **Article** is a reference to a provision of the Articles),

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

Buyers has the meaning given in Article 30 6(a),

chairman has the meaning given in Article 13,

chairman of the meeting has the meaning given in Article 43,

Companies Acts means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

Conflict Matter means a matter authorised pursuant to Article 15 or permitted under Article 16,

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

distribution recipient means, as regards a share in respect of which a dividend or other sum is payable

- (a) the holder of the share,
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree,

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

electronic form has the meaning given in section 1168 of the Act,

electronic means has the meaning given in section 1168 of the Act,

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

Excess Sale Shares has the meaning given in Article 30 5(b)(ii),

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

hard copy form has the meaning given in section 1168 of the Act,

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

instrument means a document in hard copy form,

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

Offeree has the meaning given in Article 30 5(a),

Offer Period has the meaning given in Article 30 5(b)(i),

ordinary resolution has the meaning given in section 282 of the Act,

paid means paid or credited as paid,

participate, in relation to a directors' meeting, has the meaning given in Article 11,

proxy notice has the meaning given in Article 49,

Purchase Notice has the meaning given in Article 30 6(b),

Release Notice has the meaning given in Article 30 7(b),

relevant officer means any director or other officer or former director or other officer of the Company but excluding any person engaged by the Company as auditor,

Sale Notice has the meaning given in Article 30 5(a),

Sale Shares has the meaning given in Article 30 3(a),

shares means shares in the Company,

special resolution has the meaning given in section 283 of the Act,

subsidiary has the meaning given in section 1159 of the Act,

Transferor has the meaning given in Article 30 3(a),

Transfer Notice has the meaning given in Article 30 3(a),

Transfer Price has the meaning given in Article 30 4(a),

Transmittee means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;

working day has the meaning given in section 1173 of the Act, and

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

3 Liability of members

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

PART 2 Directors

Directors' powers and responsibilities

4 Directors' general authority

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

5 Members' reserve power

5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 Directors may delegate

6 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles

(a) to such person or to a committee of such persons,

(b) by such means (including by power of attorney),

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they think fit

6 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 Committees

7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors

7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

Decision-making by directors

8 Directors to take decisions collectively

8 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9

8 2 If and for so long as the Company only has one director, the general rule does not apply and the director may take decisions (provided he is an Eligible Director in relation to the matter in question) and may exercise all of the other powers and discretions given to the directors by the Articles and the Companies Acts which are capable in law of being exercised by a sole director

9 Unanimous decisions

9 1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter

9 2 Such a decision may take the form of a resolution in writing, signed by each Eligible Director (whether on the same or one of several copies) or to which each Eligible Director has otherwise indicated agreement in writing

9 3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a directors' meeting

10 Calling a directors' meeting

10 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

10 2 Notice of any directors' meeting must indicate

(a) its proposed date and time,

(b) where it is proposed to take place, and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

10 3 Notice of a directors' meeting must be given to each director, but need not be in writing

10 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before or not more than seven days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

11 **Participation in directors' meetings**

11 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

(a) the meeting has been called and takes place in accordance with the Articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

11 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

11 3 If all the directors participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, at the place where the chairman (or other director chairing the meeting) is

12 **Quorum for directors' meetings**

12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

12 2 The quorum for directors' meetings shall be one Eligible Director if the Company has only one director and two Eligible Directors if the Company has more than one director

13 **Chairing directors' meetings**

13 1 The directors may appoint a director to chair their meetings

13 2 The person so appointed for the time being is known as the **chairman**

13 3 The directors may terminate the chairman's appointment at any time

13 4 If

(a) the directors have not appointed a chairman,

(b) the chairman is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, or

(c) the chairman is not an Eligible Director in respect of any matter to be discussed at the meeting,

the directors participating in the meeting must appoint one of themselves (who is an Eligible Director in respect of the matters to be discussed at the meeting) to chair it

14 Voting at directors' meetings: general rules

14 1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the Eligible Directors who are participating and each Eligible Director participating in a directors' meeting has one vote

14 2 Subject to Article 14 3, if a question arises at a meeting of directors (or of a committee established by the directors) as to the right of a director (or committee member) to participate in the meeting (or part of the meeting) for voting or quorum purposes or otherwise in accordance with the Articles, the question may, before the conclusion of the meeting, be referred to the chairman (or other person chairing the meeting) whose ruling in relation to any person other than himself is to be final and conclusive

14 3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman (or other person chairing the meeting), the question is to be decided by a decision of the directors (or committee members) at that meeting, for which purpose the chairman (or other chairing the meeting) is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

15 Directors' conflicts: situational conflicts

15 1 The directors may, in accordance with this Article and the Act, authorise any matter which would or might, if not authorised, involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act

15 2 Any such matter must be proposed in writing for consideration by the directors in accordance with any procedures for the time being established for the purpose by the directors or in such other manner as the directors may approve

15 3 An authorisation pursuant to Article 15 1

- (a) will be subject to any restrictions or conditions expressly imposed by the directors at the time of authorisation or subsequently, and
- (b) may be varied or terminated by the directors at any time

Nothing in this Article will affect anything done by a director in accordance with the terms of an authorisation prior to any such variation or termination

15 4 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Company, but this is without prejudice to a director's obligation to declare any interest pursuant to the Act and the Articles

16 Directors' conflicts: transactions or arrangements with the Company

Provided that he has disclosed to the directors the nature and extent of any direct or indirect interest in accordance with section 177 or section 182 of the Act (as appropriate), a director

- (a) may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may hold any other office or employment with the Company (except that of auditor) in conjunction with the office of director, and may act by himself or through his firm in a professional capacity for the Company, in any such case on such terms as to remuneration and otherwise as the directors may decide,

either in addition to or instead of any remuneration provided for by any other Article, and

- (c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested

17 Directors' conflicts. general provisions

17 1 Subject to the Articles (and to the terms of any authorisation given pursuant to Article 15), a director shall not by reason of his office be liable to account to the Company for any remuneration, profit or other benefit derived as a result of a Conflict Matter. No transaction or arrangement shall be liable to be avoided on the grounds of a director having an interest or benefit authorised or permitted pursuant to the Articles

17 2 In relation to any Conflict Matter, the general duties that a director owes to the Company under the Act will not be infringed by anything done (or omitted to be done) by the director concerned in accordance with the Articles

17 3 The director may, for as long as he reasonably believes a Conflict Matter subsists

- (a) absent himself from meetings of the directors or from the discussion of any matter at a meeting or in respect of any other proposed decision of the directors, and
- (b) make such arrangements as he sees fit for relevant board papers and other information not to be sent to him

17 4 Where the director obtains (otherwise than as a director or employee of the Company) in relation to a Conflict Matter information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Company (in circumstances in which he would otherwise be so obliged)

17 5 Subject to the Articles, a director may vote at any meeting of the directors (or committee established by the directors) and take part in any other decision of the directors despite the fact that the decision concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Company provided that the director has, as appropriate

- (a) received an authorisation pursuant to Article 15 (and the terms of the authorisation do not provide otherwise), or
- (b) made a disclosure in accordance with Article 16

18 Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded

- (a) of every unanimous or majority decision in whatever form taken by the directors, and
- (b) in the case of a sole director, of every decision in whatever form that would have been taken by unanimous or majority decision if the Company had more than one director

19 Directors' discretion to make further rules

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

Appointment of directors

20 Methods of appointing directors

20 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director

- (a) by ordinary resolution, or
- (b) by a decision of the directors

20 2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the Transmitttee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a person to be a director For these purposes, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

21 Termination of director's appointment

A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- (f) notification is received by the Company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms

22 Directors' remuneration

22 1 Directors may undertake any services for the Company that the directors decide and on such terms and conditions as the directors think fit

22 2 Directors are entitled to such remuneration as the directors determine

- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company

- 22 3 Subject to the Articles, a director's remuneration may
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

23 Directors' expenses

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

- (a) meetings of directors or committees established by the directors;
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

PART 3 Shares and distributions

Shares

24 All shares to be fully paid up

- 24 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- 24 2 This does not apply to shares taken on formation of the Company by the subscribers to the Company's memorandum

Issue of shares

25 Powers to issue different classes of share

- 25 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 25 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

Interests in shares

26 Company not bound by less than absolute interests

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

Share certificates

27 Certificates to be issued except in certain cases

- 27 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds
- 27 2 Every certificate must specify
- (a) in respect of how many shares, and of what class, it is issued,
 - (b) the nominal value of those shares,
 - (c) that the shares are fully paid, and
 - (d) any distinguishing numbers assigned to them
- 27 3 No certificate may be issued in respect of shares of more than one class
- 27 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 27 5 Certificates must
- (a) have affixed to them the Company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts

28 Replacement share certificates

- 28 1 If a certificate issued in respect of a member's shares is
- (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed,
- that member is entitled to be issued with a replacement certificate in respect of the same shares
- 28 2 A member exercising the right to be issued with such a replacement certificate
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

Transfer and transmission of shares

29 Share transfers

- 29 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor
- 29 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 29 3 The Company may retain any instrument of transfer which is registered

29 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

30 **Pre-emption procedure**

30 1 *Restriction on transfers*

(a) In this Article 30 references to an interest in shares shall be deemed to include any interest or right whatsoever in, over, or arising from or referable to shares including (without limitation) any option or other contractual right or any encumbrance over or in respect of any share

(b) Subject to the Articles

(i) ~~the right to transfer or otherwise dispose of or deal with shares or any interest in shares in the issued share capital of the Company is subject to the provisions of Articles 30 and 31, and~~

(ii) any transfer, disposal or dealing made otherwise than in accordance with the Articles is void

Nothing in this Article 30 applies to the appointment by any member in accordance with the Act and the Articles of a proxy or a corporate representative to exercise the voting rights attaching to any share

(c) The directors

(i) must refuse to register the transfer of a share which is not permitted by the Articles,

(ii) may refuse to register the transfer of a share

(A) if, for any reason, they do not wish the title in the shares to pass to the proposed transferee,

(B) if the share is not fully paid,

(C) unless the certificate for the share and other evidence satisfactory to the directors of the right to make the transfer is produced to them,

(D) unless the transfer is duly stamped (if applicable), or

(E) if otherwise entitled to do so pursuant to the Articles

If the directors refuse to register the transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal (unless they suspect that the proposed transfer may be fraudulent), in which case any such transfer or purported transfer will be void and neither the legal title to, the beneficial ownership of nor any rights attaching to the shares shall pass

(d) Subject to Article 30 1(c) and except as required by law, the directors shall register the transfer of a share made in accordance with the Articles

30 2 *Permitted transfers*

(a) Subject to the provisions of this Article 30 and of Article 31, any shares (other than any shares which are the subject of a Transfer Notice at the relevant time) may be at any time transferred by any individual member to a spouse, child or sibling of that member, provided (in each case) that any such transfer

shall be of all the legal title to, beneficial ownership of and rights attaching to such shares at the date of the transfer

30 3 *Transfer procedure*

- (a) Except in respect of a transfer permitted by Article 30 2 or another provision of these Articles of Association, before transferring or otherwise disposing of or dealing with any share or any interest in any share or purporting to do so, the person proposing to transfer or otherwise dispose of or deal with the same (**Transferor**) must set out details of the proposed transfer or other disposal or dealing, specifying the shares affected, in a dated notice in writing to the Company (**Transfer Notice**)
- (b) Subject to the Articles, the Transfer Notice shall irrevocably and unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and rights attaching to the shares referred to in it (**Sale Shares**), even if it purports to relate only to an interest in such shares or contains any other provision to the contrary. Except as provided in this Article 30, a Transfer Notice shall not be revocable without the consent of the directors

30 4 *Transfer Price*

- (a) The price of the Sale Shares (**Transfer Price**) shall be the price agreed in writing between the Transferor and the directors as representing the fair value of the Sale Shares

30 5 *Offer for sale*

- (a) Within 14 days of the agreement in accordance with Article 30 4(a), the Company shall (subject to such exclusions or other arrangements as the directors may in their absolute discretion consider necessary or expedient to deal with any legal, regulatory or practical problems in or under the laws of any territory or the requirements of any regulatory body or any stock exchange in any territory or otherwise) send a dated notice in writing (**Sale Notice**) on the same terms to each holder of shares in the Company excluding the Transferor (an **Offeree**), on the date of the Sale Notice
- (b) The Sale Notice must offer for sale at the Transfer Price the proportion of the Sale Shares to which the Offeree is entitled, which shall be equal (as nearly as practicable without involving fractions) to the proportion in nominal value then held by him of the total issued shares in the Company (excluding the shares held by the Transferor). The offer shall
 - (i) stipulate a period of not less than 21 days but not more than 28 days from the date of the Sale Notice (**Offer Period**) within which it must be accepted (in whole or in part) or in default will lapse, and
 - (ii) stipulate that any Offeree who wishes to purchase a number of Sale Shares in excess of the proportion to which he is entitled (**Excess Sale Shares**) shall in his acceptance state how many Excess Sale Shares he wishes to purchase
- (c) At the expiry of the Offer Period, the directors shall allocate the Sale Shares to those Offerees (if any) who have notified the Company of their willingness to take any of the Sale Shares to which they are entitled

- (d) Any Sale Shares not accepted by other Offerees or otherwise remaining unallocated shall be used to satisfy any requests for Excess Sale Shares pro rata (as nearly as practicable without involving fractions) to the existing shares (including for these purposes Sale Shares previously accepted) respectively held by the Offerees making such requests. No Offeree shall be obliged to take more than the maximum number of Sale Shares and Excess Sale Shares for which he has applied.
- (e) If the Company has not allocated all of the Sale Shares within the Offer Period pursuant to Articles 30 5(c) and 30 5(d), any remaining Sale Shares shall, for a period of 14 days after the expiry of the Offer Period, be at the disposal of the directors who may offer them at the Transfer Price to any member willing to purchase them as the directors in their absolute discretion think fit.

30 6 *Sale procedure*

- (a) If the Company finds members (**Buyers**) to purchase
 - (i) all of the Sale Shares, or
 - (ii) any of the Sale Shares,

within the Offer Period or (as the case may be) the period specified in Article 30 5(e) then Articles 30 6(b) to 30 6(d) shall apply
- (b) The Company shall within 14 days of the end of the applicable period give a dated notice in writing specifying the accepted Sale Shares (**Purchase Notice**) to the Transferor and the Transferor shall be bound upon payment of the Transfer Price to transfer the Sale Shares comprised in the Purchase Notice to the respective Buyers. The Purchase Notice shall state
 - (i) the name and registered address of each Buyer,
 - (ii) the number of Sale Shares he has agreed to purchase, and
 - (iii) a place, date and time for completion of the sale and purchase (not being less than seven days nor more than 14 days after the date of the Purchase Notice)
- (c) If the Transferor fails or refuses to transfer any Sale Shares to any of the Buyers in accordance with Article 30 6(b), the Transferor shall be deemed to have authorised
 - (i) any director to execute and deliver transfers of such Sale Shares in his name and on his behalf to the relevant Buyers, and
 - (ii) the Company to receive the proceeds of sale of the Sale Shares in trust for the Transferor

The receipt by the Company for the proceeds of sale shall constitute a good discharge to the Buyers (who shall not be bound to see to their application) and a transfer executed in accordance with this Article 30 6(c) shall be as effective as if it had been executed by the Transferor. The Company may register the Buyers as holders of the relevant shares at which time the Buyers shall become indefeasibly entitled to such shares. Subject to the delivery by the Transferor to the Company of the certificate(s) for the shares sold, he shall be entitled to receive the sale proceeds without interest and a balance certificate for any unsold shares.

- (d) Any Sale Shares required to be transferred by a Transferor to a Buyer pursuant to Article 30 6(b) shall be transferred

- (i) free of any mortgage, charge, lien, option or other encumbrance, and
 - (ii) with the benefit of all rights and entitlements attaching to them

If, in determining the Transfer Price, there was taken into account any dividend or other distribution which has been paid prior to the date on which the transfer is registered, the Transferor shall be liable to account to the Buyer for the amount of such dividend or other distribution (and the Buyer, when making payment for Sale Shares, may set off such amount against the Transfer Price payable)

30 7 *Unsold shares*

- (a) If the Company

- (i) does not within the Offer Period, or (as the case may be) the period specified in Article 30 5(e), find Buyers for all of the Sale Shares, or
 - (ii) finds Buyers for some only of the Sale Shares,

then Articles 30 7(b) to 30 7(d) shall apply

- (b) In addition to any Purchase Notice required to be given pursuant to Article 30 6(b), the Company shall within 14 days of the end of the applicable period give a dated notice in writing specifying the unsold Sale Shares (**Release Notice**) to the Transferor
 - (c) Subject to Article 30 7(d), the Transferor may at any time during the period of 90 days beginning with the date of the Release Notice transfer the unsold Sale Shares specified in the Release Notice by way of a bona fide sale at any price (not being less than the Transfer Price)
 - (d) Any transfer of unsold Sale Shares pursuant to Article 30 7(c) is subject to the following
 - (i) any such transfer shall be a transfer of all the legal title to, beneficial ownership of and rights attaching to the Sale Shares in question at the date of the transfer, and
 - (ii) if, for any reason, they do not wish the title in the Sale Shares to pass to the proposed transferee, the directors may, refuse to register the transfer, in which case any such transfer or purported transfer will be void and neither legal title to, the beneficial ownership of nor any rights attaching to the shares shall pass

If the Transferor does not validly transfer the unsold Sale Shares within the period of 90 days beginning with the date of the Release Notice, then any future transfer or other disposal of or dealing with shares or any interest in shares (including unsold Sale Shares) held by the Transferor shall be subject to the provisions of the Articles

- (e) Any Sale Shares whose purchase is through no fault of the Transferor not completed in accordance with a Purchase Notice shall be deemed to be unsold Sale Shares specified in a Release Notice dated the same date as the Purchase Notice, and any transfer of such Sale Shares shall be subject to Articles 30 7(c) and 30 7(d)

30 8 *Waiver of transfer provisions*

- (a) With the agreement in writing of the holders of all of the shares in the Company for the time being in issue the provisions of this Article 30 may be waived in whole or in part in any particular case

31 **Transmission of shares**

- 31 1 If title to a share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share

- 31 2 A Transmitttee who produces such evidence of entitlement to shares as the directors may properly require

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- 31 3 Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

32 **Exercise of Transmitttees' rights**

- 32 1 Transmitttees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

- 32 2 If the Transmitttee wishes to have a share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it

- 32 3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

33 **Transmitttees bound by prior notices**

If a notice is given to a member in respect of shares and a Transmitttee is entitled to those shares, the Transmitttee (or other person to whom the shares are transferred pursuant to Article 30 2) is bound by the notice if it was given to the member before the name of the Transmitttee (or such other person) has been entered in the register of members

Distributions

34 **Procedure for declaring dividends**

- 34 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

- 34 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors

- 34 3 No dividend may be declared or paid unless it is in accordance with members' respective rights

34 4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it

34 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

34 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

34 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

35 **Payment of dividends and other distributions**

35 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

36 **No interest on distributions**

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company

37 **Unclaimed distributions**

37 1 All dividends or other sums which are

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed

37 2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

37 3 If

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

38 **Non-cash distributions**

38 1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring ~~non-cash assets of equivalent value~~ (including, without limitation, shares or other securities in any company)

38 2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

39 **Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share in whole or in part by giving the Company notice in writing to that effect (executed as a deed, unless the waiver is made for valuable consideration), but if

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

Capitalisation of profits

40 **Authority to capitalise and appropriation of capitalised sums**

40 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions

- 40 2 Capitalised sums must be applied
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them
- 40 3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct
- 40 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct
- 40 5 Subject to the Articles, the directors may
- (a) apply capitalised sums in accordance with Articles 39 3 and 39 4 partly in one way and partly in another,
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

PART 4 Decision-making by members

Organisation of general meetings

41 Members can call general meeting if no directors

If the Company has no directors then any member may call a general meeting (or instruct the company secretary (if any) to do so) solely for the purpose of appointing one or more directors and any reasonable expenses incurred by a member in calling any such meeting shall be reimbursed by the Company

42 Attendance and speaking at general meetings

- 42 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 42 2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 42 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 42 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

- 42 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

43 Quorum for general meetings

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

44 Chairing general meetings

- 44 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

- 44 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

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

- 44 3 The person chairing a meeting in accordance with this Article is referred to as the **chairman of the meeting**

45 Attendance and speaking by directors and non-members

- 45 1 Directors may attend and speak at general meetings, whether or not they are members

- 45 2 The chairman of the meeting may permit other persons who are not

- (a) members of the Company, or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting

46 Adjournment

- 46 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

- 46 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

- 46 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 46 4 When adjourning a general meeting, the chairman of the meeting must
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 46 5 It shall not be necessary to give any notice of an adjourned general meeting or of any business to be transacted at an adjourned meeting
- 46 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

Voting at general meetings

47 Voting: general

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

48 Errors and disputes

- 48 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 48 2 Any such objection must be referred to the chairman of the meeting whose decision is final

49 Demanding a poll

- 49 1 A poll on a resolution may be demanded
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 49 2 A poll may be demanded by
- (a) the chairman of the meeting,
 - (b) the directors,
 - (c) two or more persons having the right to vote on the resolution, or
 - (d) a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution
- 49 3 A demand for a poll may be withdrawn if
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal

A demand which is withdrawn shall not invalidate the result of a show of hands declared before the demand was made

49 4 Polls must be taken at the general meeting at or in respect of which they are demanded and in such manner as the chairman of the meeting directs

49 5 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

50 **Content and delivery of proxy notices**

50 1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which

- (a) states the name and address of the member appointing the proxy,
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the general meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the proxy notice at any time before the meeting

50 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

50 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

50 4 Unless a proxy notice indicates otherwise, it must be treated as

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

51 **Effect of proxy notice**

51 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person

51 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

51 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

- 51 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

52 **Amendments to resolutions**

- 52 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

- 52 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- 52 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution

PART 5 Miscellaneous provisions

Company communications

53 **Means of communication**

- 53 1 Subject to the Articles, any document or information sent or supplied by the Company

- (a) under the Articles or pursuant to the Companies Acts, or
- (b) pursuant to any other rule or regulation to which the Company may be subject (and if permitted by such rule or regulation),

may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by the Company (including, without limitation, by making documents or information available on a website)

- 53 2 Subject to the Articles, any document or information sent or supplied to the Company under the Articles or pursuant to the Companies Acts may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied to the Company

- 53 3 References in the Articles to documents or information being sent or supplied by or to the Company include references to documents or information being sent or supplied by or to the directors acting on behalf of the Company

54 Deemed receipt

54 1 Any document or information sent or supplied by the Company shall be deemed to have been received by the intended recipient

- (a) if delivered by hand to an address in the United Kingdom, on the day of delivery to such address (or, if not a working day, on the next working day),
- (b) if sent by first-class post to an address in the United Kingdom and the Company is able to show that it was properly addressed, prepaid and posted, 24 hours after it was posted,
- (c) if sent by airmail to an address outside the United Kingdom and the Company is able to show it was properly addressed, pre-paid and despatched, 72 hours after it was despatched,
- (d) if sent or supplied by electronic means and the Company is able to show that it was properly addressed, 12 hours after it was sent, and
- (e) if sent or supplied by means of a website
 - (i) when the material was first made available on the website, or
 - (ii) if later, when the recipient received (or is deemed pursuant to this Article 53 1 to have received) notice of the fact that the material was available on the website

54 2 For the purposes of Article 53 1

- (a) in calculating a period of hours, no account shall be taken of any part of a day that is not a working day,
- (b) a document or information is properly addressed if it is sent or supplied to an address to which the Company may send or supply documents or information in accordance with the Act, and
- (c) the Company shall not be required to investigate or prove actual receipt by an intended recipient of any document or information (including any document or information sent or supplied by electronic means)

54 3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called

55 Communications with certain recipients

55 1 The Company shall be entitled not to send or supply notices (including any notification required by the Act that a document or information is available on a website) to a member whose registered address is not within the United Kingdom, unless

- (a) the member has provided the Company with a postal address within the United Kingdom at which notices may be sent or supplied to him, or
- (b) the member has provided the Company with an address to which notices may be sent or supplied to him by electronic means and the directors, in their absolute discretion, agree to use electronic means to supply notices to the member

55 2 Subject to the Articles, in the case of joint holders of a share

- (a) the sending or supply of any document or information to any one of the joint holders shall be deemed to be sufficient sending or supply to all the joint holders, and
 - (b) where, for the purposes of the company communications provisions of the Act or of the Articles anything is to be agreed or specified by a holder, the agreement or deemed agreement of or specification by any one of the joint holders shall be deemed to be sufficient agreement or specification by all the joint holders
- 55 3 Subject to the Articles, any notice or other document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 55 4 A director may agree with the Company that notices or other documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than the time periods set out in Article 53

Company secretary

56 Secretary

The directors may appoint a person to act as the secretary of the Company for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them (with or without replacement)

Administrative arrangements

57 Company seals

- 57 1 Any common seal may only be used by the authority of the directors
- 57 2 The directors may decide by what means and in what form any common seal is to be used
- 57 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 57 4 For the purposes of this Article, an authorised person is
 - (a) any director of the Company,
 - (b) the company secretary (if any), or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied
- 57 5 The Company may execute deeds and other documents otherwise than under the common seal provided that execution is in accordance with the Companies Acts

58 No right to inspect accounts and other records

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

Directors' indemnity, funding and insurance

59 Indemnity and funding

59 1 Subject to Article 58 2, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the directors may exercise the power of the Company to

- (a) indemnify any relevant officer out of the assets of the Company against
 - (i) any liability incurred by that relevant officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company,
 - (ii) any liability incurred by that relevant officer in connection with the ~~activities of the Company in its capacity as a trustee of an occupational pension scheme~~ (as defined in section 235(6) of the Act), and
 - (iii) any other liability incurred by that relevant officer as an officer of the Company,
- (b) provide any relevant officer with funds to meet expenditure incurred or to be incurred by such relevant officer
 - (i) in defending any criminal or civil proceedings or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust in relation to the Company, or
 - (ii) in connection with any application for relief (within the meaning of section 205(5) of the Act),or to do anything to enable a relevant officer to avoid incurring such expenditure

59 2 This Article does not authorise any indemnity, provision of funds or other matter which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

60 Insurance

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by a relevant officer in connection with their duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company