

COMPANY NUMBER 10276456

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
SUTTON EDUCATION SERVICES LTD

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PART 1 – INTERPRETATION

1 DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:

A Director has the meaning given in Article 17.2

A Shares means ordinary shares in the Company designated as A shares

A Shareholder means a person whose name is entered in the Company's register of members as the holder of one or more A Shares

Articles means the Company's articles of association as amended from time to time

B Director has the meaning given in Article 17.3

B Shareholder means a person whose name is entered in the Company's register of members as the holder of a B Share

B Shares means ordinary shares in the Company designated as B shares

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

Chair has the meaning given in Article 11

Chair of the Meeting has the meaning given in Article 39.3

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Company

Company means the company governed by these Articles

Conflict has the meaning given in Article 13

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

Distribution Recipient has the meaning given in Article 30.2

Document includes, unless otherwise specified, any Document sent or supplied in Electronic Form

Electronic Form has the meaning given in section 1168 of the Companies Act 2006

Eligible Director means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Directors

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

Group Company means, in relation to the Company:

- (a) the Company;
- (b) any subsidiary undertaking of the Company;
- (c) any parent undertaking or undertakings of the Company; and
- (d) any subsidiary undertaking of any such parent undertakings

Hard Copy Form has the meaning given in section 1168 of the Companies Act 2006

Instrument means a Document in Hard Copy Form

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

paid means paid or credited as paid

participate, in relation to a Directors' meeting, has the meaning given in Article 9

Proxy Notice has the meaning given in Article 45.1

Shareholder means an A Shareholder or a B Shareholder

Shares means A Shares and the B Shares and **Share** means any one of them

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

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

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.
- 1.3 A reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

- 1.9 A reference to any agreement or document (or any provision of it) referred to in these Articles is a reference to that agreement or document (or the relevant provision of it) as varied, amended or supplemented (in each case, other than in breach of the provisions of that agreement or document) from time to time.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- 1.12 A reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it.
- 1.13 References to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month.
- 1.14 The expressions **body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking** and **parent company** shall have the respective meanings given in the Companies Act 2006, and, for the purposes of sections 1159(1)(b) and (c) and 1162(2)(b) and (d) of that Act, a company or undertaking (the **first person**) shall be treated as a member of another company or undertaking if:
- 1.14.1 any of the first person's subsidiaries or subsidiary undertakings is a member of that other company or undertaking; or
- 1.14.2 any shares or capital interests in that other company or undertaking are held by a person acting on behalf of the first person or any of its subsidiaries or subsidiary undertakings; or
- 1.14.3 any shares or capital interests in that other company or undertaking are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares or capital interests by the first person.

In the case of a limited liability partnership which is (or might constitute) a subsidiary or subsidiary undertaking of a company or another limited liability partnership, sections 1159 and 1162 of the Companies Act 2006 shall be amended so that:

- (a) references in sections 1159(1)(a) and (c) and 1162(2)(a) and (d) to "voting rights" are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
- (b) references in sections 1159(1)(b) and 1162(2)(b) to the "right to appoint or remove a majority of its board of directors" is to the right: (i) to appoint or remove a majority of the directors (or equivalent) of that limited liability partnership; or (ii) if no such directors (or equivalent) exist by virtue of the constitution of that limited liability partnership, members holding a majority of the voting rights,

and unless the context otherwise requires, the application of the definitions of body corporate, holding company, subsidiary, parent undertaking, subsidiary undertaking and parent company shall apply as to the relevant company or undertaking as it is at that time.

PART 2 – DIRECTORS**DIRECTORS' POWERS AND RESPONSIBILITIES****2 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.

3 SHAREHOLDERS' RESERVE POWER

3.1 The Shareholders may by special resolution direct the Directors to take, or refrain from taking, specified action.

3.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

4 DIRECTORS MAY DELEGATE

4.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles as follows:

4.1.1 to such person or committee;

4.1.2 by such means (including by power of attorney);

4.1.3 to such an extent;

4.1.4 in relation to such matters or territories; and

4.1.5 on such terms and conditions,

as they think fit.

4.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

4.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

5 COMMITTEES

5.1 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.

5.2 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**6 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

6.1 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 an unanimous decision taken in accordance with Article 7.

6.2 If only one Director is eligible to vote on any authorisation required under Article 13, the general rule does not apply and the Eligible Director may take decisions in relation to the relevant matter without regard to any of the provisions in the Articles relating to Directors' decision-making.

- 6.3 Each Director shall be entitled to cast one vote on any resolution put to the Directors. However, if at any meeting of the Directors one or more Directors are absent, the Director(s) who are participating in the meeting and who are appointed by the holders of the same class of Shares as the absent Director(s) may cast the votes of such absent Director(s), provided that:
- 6.3.1 the maximum number of votes able to be cast by those participating Directors (including their own votes) shall not exceed the number of Directors which the holders of that class of Shares may at that time appoint (whether or not the relevant Shareholder(s) has appointed all such Directors);
 - 6.3.2 those participating Directors may not cast a vote in relation to a Director who was not an Eligible Director; and
 - 6.3.3 if two or more participating Directors (who are appointed by the holders of the same class of Shares as the absent Director(s)) are participating in the Directors' meeting, they may only cast the votes of the absent Director(s) if those participating Directors agree on how the vote(s) of those absent Director(s) should be cast.
- 6.4 If the numbers of votes for and against a proposal are equal, the Chair shall not have a casting vote and the proposal shall not be approved.

7 UNANIMOUS DECISIONS

- 7.1 A decision of the Directors is taken in accordance with this Article when all of the Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

8 CALLING A DIRECTORS' MEETING

- 8.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors in accordance with Article 8.3 or by authorising the company secretary (if any) to give such notice.
- 8.2 A meeting of the Directors must be called by at least 7 days' notice unless either:
- 8.2.1 the Directors unanimously agree otherwise; or
 - 8.2.2 urgent circumstances require shorter notice.
- 8.3 Notice of any Directors' meeting must include:
- 8.3.1 its proposed date and time;
 - 8.3.2 where it is to take place;
 - 8.3.3 if it is anticipated that persons 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;
 - 8.3.4 an agenda specifying in reasonable detail the matters to be raised at the meeting or the committee meeting; and
 - 8.3.5 copies of any papers to be discussed at the meeting or the committee meeting.
- 8.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on

which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

9 PARTICIPATION IN DIRECTORS' MEETINGS

9.1 Subject to the Articles, Directors **participate** in a Directors' meeting, or part of a Directors' meeting, when:

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

9.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

9.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

9.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

10 QUORUM FOR DIRECTORS' MEETINGS

10.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

10.2 Subject to Article 6.2, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

10.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

10.3.1 to request by notice in writing to the A Shareholder that further A Directors be appointed; or

10.3.2 to call a meeting of the B Shareholders so as to enable the B Shareholders to appoint further B Directors.

10.4 If a quorum is not present with half an hour from the time appointed for the meeting, or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors may determine in accordance with the Articles.

11 CHAIRING OF DIRECTORS' MEETINGS

11.1 A Director may be appointed as a chairman of the Directors by and for such period as the Shareholders may determine by ordinary resolution. In the absence of such a chairman being appointed or otherwise present at a meeting of the Directors within 15 minutes of the time set for the meeting, the participating Directors may appoint a Director present to chair that meeting. The person appointed for the time being shall be known as the **Chair**.

11.2 Where the Chair is appointed to chair a particular meeting, the Directors may terminate the Chair's appointment at any time during that meeting.

12 CONFLICTS OF INTEREST – TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

12.1 The relevant provisions of the Companies Act 2006 (including, without limitation, sections 177 and 182) shall apply in relation to declarations of interest in proposed and existing transactions or arrangements with the Company.

- 12.2 Provided that he has disclosed to the Directors the nature and extent of any interest of his in accordance with and to the extent required by the Companies Act 2006, a Director notwithstanding his office:
- 12.2.1 may be a party to, or otherwise interested in, any contract with the Company or a Group Company of the Company or in which either or both of them is/are otherwise interested;
 - 12.2.2 may be an elected member, director or other officer of, employed by, a party to any contract with, or otherwise interested in, a Shareholder, any Group Company of the Company or in any body corporate promoted by a Shareholder, the Company, or a Group Company of the Company, or in which any of them is/are interested; and
 - 12.2.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor).
- 12.3 For the purposes of this Article 12:
- 12.3.1 a Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being an elected member, director, officer or employee of a Shareholder or any Group Company of the Company; and
 - 12.3.2 in all other circumstances, a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any contract in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such contract of the nature and extent so specified.
- 12.4 Where a Director is an elected member, director, officer, or employee of a Shareholder or a Group Company of the Company; he:
- 12.4.1 may in exercising his independent judgment take into account the success of that Shareholder or Group Company as well as the success of the Company; and
 - 12.4.2 shall in the exercise of his duties have a duty of confidentiality to that Shareholder or Group Company in relation to confidential information of that Shareholder or Group Company, but he shall not be restricted by any duty of confidentiality to the Company from providing information to that Shareholder or Group Company except as may be imposed under Article 13.5.

13 CONFLICTS OF INTEREST REQUIRING BOARD AUTHORISATION

- 13.1 The Directors may authorise any matter which would otherwise involve a Director (a **Relevant Director**) breaching his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a **Conflict**).
- 13.2 Any Director (including the Relevant Director) may propose that the Relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and decided upon by the Directors under the Articles save that the Relevant Director (and any Director) shall not count towards the quorum nor vote on any resolution giving such authority.
- 13.3 Where the Directors give authority in relation to a Conflict:
- 13.3.1 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - 13.3.2 the Directors may revoke or vary such authority at any time but this will not affect anything done by the Relevant Director prior to such revocation in accordance with the terms of such authority.

- 13.4 A Conflict in relation to a Director arising solely as a result of him being an elected member, director, officer or employee of a Shareholder or any Group Company of the Company shall be deemed to have been authorised for the purposes of this Article 13 and section 175 of the Companies Act 2006.
- 13.5 Where Article 13.4 above applies or the Directors otherwise gives authority in relation to a Conflict, or where any of the situations referred to in Article 12 (a **Permitted Situation**) applies:
- 13.5.1 the Directors may (whether at the relevant time or subsequently) (i) require that the Relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at Directors meetings or otherwise) related to the Conflict or Permitted Situation; and (ii) impose upon the Relevant Director such other terms for the purpose of dealing with the Conflict as they may determine;
- 13.5.2 the Relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict or Permitted Situation; and
- 13.5.3 the Directors may provide that where the Relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.
- 13.6 A Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company or the Shareholders for any remuneration, profit or other benefit realised by reason of his having any type of interest in a Conflict authorised under this Article or in any Permitted Situation and no contract shall be liable to be avoided on the grounds of a Director having any such interest.

14 EFFECT OF DIRECTORS' INTERESTS ON QUORUM AND VOTING

- 14.1 Subject where applicable to disclosure in accordance with the Articles and subject to any terms imposed by the Directors in relation to any Conflict or Permitted Situation, a Director shall be entitled to vote in respect of any matter in which he is interested directly or indirectly (where that interest arises by virtue of a Conflict which has been authorised or a Permitted Situation) and if he shall do so his vote shall be counted and, whether or not he does, his presence at the meeting shall be taken into account in ascertaining whether a quorum is present.
- 14.2 However, a Director shall not be entitled to vote in respect of any other matter in which he is interested directly or indirectly and his presence at the meeting shall not be taken into account in ascertaining whether a quorum is present.
- 14.3 Subject to Article 14.4 below, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 14.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15 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, of every unanimous or majority decision taken by the Directors.

16 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 AND TERMINATION OF OFFICE**17 METHODS OF APPOINTING DIRECTORS**

- 17.1 Unless otherwise determined by the Directors from time to time, there shall be a minimum of seven Directors.
- 17.2 The A Shareholder shall appoint a minimum of four A Directors by notice in writing to the Company signed by the A Shareholder Representative (**A Directors**).
- 17.3 A majority of the B Shareholders may appoint up to two Directors, by notice in writing to the Company signed on behalf of the B Shareholders (**B Directors**). The B Shareholders shall organise in such manner as they see fit the means of canvassing opinion between them, voting and notifying the Company in respect of any appointment and/or removal of the B Directors.
- 17.4 The Directors shall appoint one executive director to the role of Managing Director.

18 TERMINATION OF A DIRECTOR'S APPOINTMENT

- 18.1 A person ceases to be a Director as soon as:
- 18.1.1 in the case of an A Director, the A Shareholder Representative notifies the Company in writing that the individual is to be removed as an A Director;
 - 18.1.2 in the case of a B Director, the majority of the B Shareholder Representatives notify the Company in writing that the individual is to be removed as a B Director;
 - 18.1.3 in the case of the Managing Director, the Directors resolve to remove him/her;
 - 18.1.4 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - 18.1.5 a bankruptcy order is made against that person;
 - 18.1.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 18.1.7 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; or
 - 18.1.8 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

19 DIRECTORS' REMUNERATION AND EXPENSES

- 19.1 Any remuneration of the Managing Director or any other executive Director shall require the prior approval of the Shareholders.
- 19.2 Any policy regarding expenses of Directors shall require the prior approval of the Shareholders.

PART 3 - SHARES AND DISTRIBUTIONS**SHARES****20 APPOINTMENT OF SHAREHOLDERS**

- 20.1 The subscribers to the Memorandum are the first Shareholders.

- 20.2 No person shall be admitted as a Shareholder without the unanimous approval of the Shareholders.
- 20.3 The Directors must keep a register of names and addresses of the Shareholders.

21 LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

22 ALL SHARES TO BE FULLY PAID UP

- 22.1 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.
- 22.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's Memorandum.

23 SHARE CAPITAL

- 23.1 Except as otherwise provided in the Articles, the A Shares and the B Shares shall rank pari passu in all respects but shall constitute separate classes of Shares.
- 23.2 Notwithstanding the number of A Shares and B Shares in issue at any given time, the rights attaching to the A Shares and the B Shares shall be as follows:

23.2.1 as regards **income**:

- (a) the A Shares shall entitle the holders thereof to receive 75% of the aggregate value of any dividend or distribution declared, paid or made in respect of those Shares, apportioned between the A Shareholders in proportion to their respective holdings of A Shares; and
- (b) the B Shares shall entitle the holders thereof to receive 25% of the aggregate value of any dividend or distribution declared, paid or made in respect of those Shares, apportioned between the B Shareholders in proportion to their respective holdings of B Shares;

23.2.2 as regards **capital**, on a winding up of the Company or other return of capital:

- (a) the A Shares shall entitle the holders thereof to receive 75% of the aggregate value of any distribution of capital, in the case of a winding up after the payment of creditors and liabilities, apportioned between the A Shareholders in proportion to their respective holdings of A Shares; and
- (b) the B Shares shall entitle the holders thereof to receive 25% of the aggregate value of any distribution of capital, in the case of a winding up after the payment of creditors and liabilities, apportioned between the B Shareholders in proportion to their respective holdings of B Shares;

23.2.3 as regards voting:

- (a) the A Shares and B Shares shall entitle the holders thereof to receive notice of, attend and speak at a general meeting of the Company;
- (b) the A Shares shall entitle the holders thereof:
 - (i) on a show of hands, to one vote per holder; and

- (ii) on a poll, to 75% of the votes exercisable by the holders of the A Shares and the B Shares (as though they were one class) and each holder of A Shares shall therefore be entitled to cast the following number of votes:

$$\text{Number of votes} = \frac{X}{Y} \times 75\%$$

where "X" is the number of A Shares held by that holder and "Y" is the total number of A Shares in issue at the time of the vote; and

- (c) the B Shares shall entitle the holders thereof:

- (i) on a show of hands, to one vote per holder; and
- (ii) on a poll, to 25% of the votes exercisable by the holders of the A Shares and the B Shares (as though they were one class) and each holder of B Shares shall therefore be entitled to cast the following number of votes:

$$\text{Number of votes} = \frac{X}{Y} \times 25\%$$

where "X" is the number of B Shares held by that holder and "Y" is the total number of B Shares in issue at the time of the vote.

- 23.3 The rights conferred on each of the holders of the A Shares and on each of the holders of the B Shares shall be deemed to be varied by:
- 23.3.1 the creation or issue of any further shares (whether ranking equally, in priority to them or subsequent to them);
- 23.3.2 any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or
- 23.3.3 any amendment to the Articles.
- 23.4 The rights attached to any class of Shares may from time to time, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than 75% in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of that class of Shares, but not otherwise.
- 23.5 The provisions of the Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that:
- 23.5.1 the necessary quorum shall be such number of persons holding or representing by proxy at least one third in nominal amount of the issued Shares of that class;
- 23.5.2 every holder of Shares of the class present in person or by proxy shall be entitled on a poll to one vote for every such Share held by it; and
- 23.5.3 any holder of Shares of the class present in person or by proxy may demand a poll.
- 23.6 No Share of a class, nor any right to subscribe for or to convert any security into a Share of that class, shall be allotted or granted otherwise than to a Shareholder holding that class of Share.

24 ISSUE OF SHARES

- 24.1 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.
- 24.2 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 of such Shares, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.
- 24.3 The Directors shall be generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot (or grant rights to subscribe for or to convert any security into) shares up to an aggregate nominal amount of £100 in the share capital of the Company during the period from the date of adoption of the Articles until the fifth anniversary of that date unless the authority is varied or revoked or renewed by the Company in general meeting, provided that this authority shall entitle the Directors to make at any time before the expiry of this authority an offer or agreement which will or may require relevant securities to be allotted after the expiry of the authority.
- 24.4 Sections 561 and 562 of the Companies Act 2006 shall not apply the Company

25 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 Shareholder's absolute ownership of it and all the rights attaching to it.

26 SHARE CERTIFICATES

- 26.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 26.2 Every certificate must specify:
- 26.2.1 in respect of how many Shares, of what class, it is issued;
 - 26.2.2 the nominal value of those Shares;
 - 26.2.3 that the Shares are fully paid; and
 - 26.2.4 any distinguishing numbers assigned to them.
- 26.3 No certificate may be issued in respect of Shares of more than one class.
- 26.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 26.5 Certificates must be executed in accordance with the Companies Act 2006.

27 REPLACEMENT SHARE CERTIFICATES

- 27.1 If a certificate issued in respect of a Shareholder's Shares is:
- 27.1.1 damaged or defaced; or
 - 27.1.2 said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 27.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- 27.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 27.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- 27.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

28 GENERAL SHARE TRANSFERS

- 28.1 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.
- 28.2 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 28.3 The Company may retain any Instrument of transfer which is registered.
- 28.4 The transferor remains the Shareholder until the transferee's name is entered in the register of members as holder of the Share(s) being transferred.
- 28.5 The Directors may refuse to register the transfer of a Share, and if they do so, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 28.6 On the transfer of any Share as permitted by the Articles:
 - 28.6.1 a Share transferred to a non-Shareholder shall remain a Share of the same class as before the transfer; and
 - 28.6.2 a Share of one class transferred to a Shareholder holding the other class of Shares shall automatically be redesignated on transfer as a Share of the same class as those already held by the transferee.
- 28.7 If no Shares of a class remain in issue following a redesignation, the Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, Shareholders of that class or Directors appointed by that class.
- 28.8 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of Shares. Where a special resolution to vary the rights attaching to a class of Shares is proposed at a separate general meeting of that class of Shares, all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative.

DIVIDENDS AND OTHER DISTRIBUTIONS

29 PROCEDURE FOR DECLARING DIVIDENDS

- 29.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 29.2 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.
- 29.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

- 29.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 29.5 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.
- 29.6 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.
- 29.7 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.

30 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 30.1 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:
- 30.1.1 transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
 - 30.1.2 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 Shareholder), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
 - 30.1.3 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
 - 30.1.4 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.
- 30.2 In the Articles, the **Distribution Recipient** means, in respect of a Share in respect of which a dividend or other sum is payable:
- 30.2.1 the Shareholder; or
 - 30.2.2 if the Share has two or more joint holders, whichever of them is named first in the register of members.

31 NO INTEREST ON DISTRIBUTIONS

- 31.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:
- 31.1.1 the terms on which the Share was issued; or
 - 31.1.2 the provisions of another agreement between the Shareholder and the Company.

32 UNCLAIMED DISTRIBUTIONS

- 32.1 All dividends or other sums which are:
- 32.1.1 payable in respect of Shares; and
 - 32.1.2 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.

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

32.3 If:

32.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

32.3.2 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.

33 NON-CASH DISTRIBUTIONS

33.1 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).

33.2 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:

33.2.1 fixing the value of any assets;

33.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

33.2.3 vesting any assets in trustees.

34 WAIVER OF DISTRIBUTIONS

34.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if the Share has more than one holder the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

35 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

35.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

35.1.1 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

35.1.2 appropriate any sum which they so decide to capitalise (a capitalised sum) to the persons who would have been entitled to it if it were distributed by way of dividend (the persons entitled) and in the same proportions.

35.2 Capitalised sums must be applied:

35.2.1 on behalf of the persons entitled; and

35.2.2 in the same proportions as a dividend would have been distributed to them.

- 35.3 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.
- 35.4 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.
- 35.5 Subject to the Articles, the Directors may:
- 35.5.1 apply capitalised sums in accordance with Articles 35.3 and 35.4 partly in one way and partly in another;
 - 35.5.2 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
 - 35.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

PART 4 - DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

36 GENERAL MEETINGS

- 36.1 Notice of a general meeting shall be given in Hard Copy Form, in Electronic Form or by means of a website, provided that the Company complies with any requirements relating to the giving of notice under the Companies Act 2006.
- 36.2 Notice of a general meeting shall be sent to each Shareholder, every Director and any other person required by law to be sent such notice.
- 36.3 Notice of a general meeting shall:
- 36.3.1 be in writing;
 - 36.3.2 state the time, date and place of the meeting;
 - 36.3.3 specify the general nature of the business to be dealt with at the meeting and set out the text of any special resolution to be voted upon at the meeting; and
 - 36.3.4 be accompanied by a proxy form.
- 36.4 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice; or a technical defect in the timing or manner of giving such notice of which the Directors are unaware shall not invalidate the proceedings of that meeting.

37 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 37.1 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.
- 37.2 A person is able to exercise the right to vote at a general meeting when:
- 37.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- 37.2.2 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.
- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 The following provisions apply to any Shareholder that is not a natural person:
- 37.6.1 a Shareholder may nominate one natural person to act as its representative (an **Authorised Representative**) at any meeting of the Company;
- 37.6.2 the Shareholder must give notice in writing to the Company of the names of its Authorised Representative. Notice may be given at the first meeting the person purporting to be an Authorised Representative attends. An Authorised Representative will not be entitled to represent the Shareholder at any meeting of the Company unless such notice has been received by the Company. An Authorised Representative may continue to represent the Shareholder until notice in writing is received by the Company to the contrary;
- 37.6.3 a Shareholder may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in writing to the contrary is received by the Company;
- 37.6.4 any notice in writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Shareholder concerned or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Shareholder;
- 37.6.5 an individual appointed by a Shareholder to act as its Authorised Representative is entitled to exercise (on behalf of the Shareholder) the same powers as the Shareholder could exercise if it were a natural person;
- 37.6.6 the power to appoint an Authorised Representative under this Article is without prejudice to any rights which the Shareholder has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

38 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the Chair of the Meeting is to be transacted at a general meeting unless the A Shareholder and the holders of at least one sixth in nominal amount of the issued B Shares are present (in person or by proxy).

39 CHAIRING GENERAL MEETINGS

- 39.1 The Chair shall chair general meetings if present and willing to do so.
- 39.2 If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 39.2.1 the Directors present; or
- 39.2.2 (if no Directors are present) the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

- 39.3 The person chairing a meeting in accordance with this Article is referred to as the **Chair of the Meeting**.

40 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 40.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 40.2 The Chair of the Meeting may permit other persons who are not:
- 40.2.1 Shareholders; or
 - 40.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

41 ADJOURNMENT

- 41.1 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 Chair of the Meeting must adjourn it.
- 41.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 41.2.1 the meeting consents to an adjournment; or
 - 41.2.2 it appears to the Chair 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.
- 41.3 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 41.4 When adjourning a general meeting, the Chair of the Meeting must:
- 41.4.1 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
 - 41.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 41.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 41.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 41.5.2 containing the same information which such notice is required to contain.
- 41.6 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

42 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.

43 ERRORS AND DISPUTES

- 43.1 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.
- 43.2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

44 POLL VOTES

- 44.1 A poll on a resolution may be demanded:
- 44.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 44.1.2 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.
- 44.2 A poll may be demanded by:
- 44.2.1 the Chair of the Meeting;
 - 44.2.2 the Directors;
 - 44.2.3 two or more persons having the right to vote on the resolution; or
 - 44.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution if it were conducted on a poll.
- 44.3 A demand for a poll may be withdrawn if:
- 44.3.1 the poll has not yet been taken; and
 - 44.3.2 the Chair of the Meeting consents to the withdrawal.
- 44.4 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

45 CONTENT OF PROXY NOTICES

- 45.1 Proxies may only validly be appointed by a notice in writing (a **Proxy Notice**) which:
- 45.1.1 states the name and address of the Shareholder appointing the proxy;
 - 45.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 45.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 45.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 45.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.3 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.
- 45.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- 45.4.1 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
- 45.4.2 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.

46 DELIVERY OF PROXY NOTICES

- 46.1 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.
- 46.2 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.
- 46.3 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.
- 46.4 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.

47 AMENDMENTS TO RESOLUTIONS

- 47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 47.1.1 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 Chair of the Meeting may determine); and
 - 47.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 47.2.1 the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 47.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 47.3 If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

48 MEANS OF COMMUNICATION TO BE USED

- 48.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 48.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

- 48.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

49 COMPANY SEALS

- 49.1 Any common seal may only be used by the authority of the Directors.
- 49.2 The Directors may decide by what means and in what form any common seal is to be used.
- 49.3 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.
- 49.4 For the purposes of this Article, an **authorised person** is:
- 49.4.1 any Director;
 - 49.4.2 the company secretary (if any); or
 - 49.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

50 RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 50.1 Each A Shareholder Representative and B Shareholder Representative shall have the right on giving to the Company reasonable advance notice, during normal business hours to inspect the books and records of the Company.

51 APPOINTMENT OF COMPANY SECRETARY

The Directors may appoint (and remove) the company secretary.

52 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

53 INDEMNITY

- 53.1 Subject to Article 53.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:
- 53.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 53.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
 - 53.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.
- 53.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

53.3 In this Article:

53.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

53.3.2 a **relevant Director** means any Director or former Director of the Company or an associated company.

54 INSURANCE

54.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

54.2 In this Article:

54.2.1 a **relevant Director** means any Director or former Director of the Company or an associated company;

54.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

54.2.3 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

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