

IMPORTANT

This document is for lawyers who are familiar with transactions of this type with the Pension Protection Fund (the "PPF"). It is not a comprehensive guide to the legal and practical issues that may arise on a deal-specific basis.

EXPLANATORY NOTES

1 For use with PPF Precedent Shareholders' Agreement

These are the PPF Precedent Articles of Association (the **Articles**).

These Articles should be used in conjunction with the PPF Precedent Shareholders' Agreement.

2 Assumptions

Article 49 (*tag-along rights*) and Article 50 (*drag-along rights*) assume a trigger of 50% of Ordinary Shares. This may not be appropriate in all cases and should be reviewed on a deal-specific basis.

The Companies Act 2006

Articles of Association of ** Limited

(the "company")

(adopted by special resolution of the company passed on **)

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The Companies Act 2006

Articles of Association of ** Limited

Part 1

Exclusion of model articles, interpretation and limitation of liability

1 Exclusion of model articles

The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 do not apply to the company.

2 Defined terms and interpretation

2.1 Defined terms

Unless the context otherwise requires, in addition to any express definitions set out below, 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.

In addition:

"**A Ordinary Share**" means an A non-voting ordinary share of [£1] in the capital of the company for the time being;

"**alternate**" or "**alternate director**" has the meaning given in article 25;

"**appointor**" has the meaning given in article 25;

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

"**Associate**" means any person, firm or company which is a connected person (as defined in section 839 of the Taxes Act) of any of the Shareholders, or which is an associated company as defined in section 416 of the Taxes Act of the Shareholders;

"**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;

"**Board**" means the board of directors of the company;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday) on which banks generally are open for normal business in London;

"**call**" has the meaning given in article 34;

"**call notice**" has the meaning given in article 34;

"**chairman**" has the meaning given in article 14;

"**chairman of the meeting**" has the meaning given in article 67;

"**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's lien**" has the meaning given in article 32;

"**Deed of Adherence**" has the meaning given in the Shareholders' Agreement;

"**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 57;

"**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 be entitled to vote on a matter were it proposed as a resolution at a directors' meeting;

"**Encumbrance**" means any mortgage, charge, pledge, option, attachment, restriction, assignment, security interest, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set-off, hypothecation, encumbrance or any security interest whatsoever howsoever created or arising, including any analogous security interest under local law;

"**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**" means the company together with its holding company or companies (if any) and any subsidiary or subsidiary undertaking of the company or any such holding company, from time to time, and "**Group Company**" shall be construed accordingly;

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

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

"**holding company**" has the meaning given in section 1159 of the Companies Act 2006;

"**instrument**" means a document in hard copy form;

"**lien enforcement notice**" has the meaning given in article 33;

"**Liquidation**" means the passing of a resolution for the winding up, dissolution, liquidation, the entering into of a company voluntary arrangement or administration, or the invitation to a secured creditor to appoint an administrative receiver or receiver, including any analogous proceedings in any other relevant jurisdiction, of any Group Company (as appropriate).

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

"**Ordinary Share**" means an ordinary share of [£1] in the capital of the company for the time being;

"**paid**" means paid or credited as paid;

"**participate**", in relation to a directors' meeting, has the meaning given in article 12;

"**partly paid**" in relation to a Share means that part of that Share's nominal value or any premium at which it was issued has not been paid to the company;

"**Pension Scheme**" means [*Name of Pension Scheme*] established by a deed dated [*insert date*] between [*insert parties*] [(as amended)], which is administered by the Pension Scheme Trustees;

"**Pension Scheme Trustees**" means [*Name of Trustee*] of [*Insert address of Trustee*] and [*Name of Trustee*] of [*Insert address of Trustee*] [**OR Where a Corporate Trustee**] [*Corporate Trustee*] registered in [England and Wales] [**OR** Scotland] under number ** whose registered office is at **] which phrase shall, where the context so requires, include all their legal successors and assigns);

"**Pensions Act**" means the Pensions Act 2004 and its underlying regulations.

"**PPF**" means the Board of the Pension Protection Fund, a statutory corporation established by the Pensions Act;

"**Prescribed Price**" means, in relation to a voluntary transfer of Shares in respect of which a Transfer Notice shall have been served pursuant to article 46, the price per Share offered by the Proposed Transferee (as defined in article 46);

"**proxy notice**" has the meaning given in article 73;

"**qualifying person**" has the meaning given in section 318 of the Companies Act 2006;

"**Share**" means a share of any class in the share capital of the company;

"**Shareholder**" means a holder of Shares whose name is entered in the register of members of the company;

"**Shareholders' Agreement**" means the agreement entered into on the date of the adoption of these articles between the company, the PPF, the Pension Scheme Trustees, [Y] and [Z] as from time to time amended.

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

"**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006;

"**subsidiary undertaking**" has the meaning given in section 1162 of the Companies Act 2006;

"**Taxes Act**" means the Income and Corporation Taxes Act 1988;

"**Transfer**" means any sale, assignment, pledge, transfer, grant of lease or other disposition of any legal, equitable or other interest or the creation of an Encumbrance, whether by operation of law or otherwise;

"**transmittee**" means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law; and

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

2.2 Interpretation

In these articles, unless otherwise specified:

- (a) headings are for ease of reference only and shall not be taken into account in construing these articles of association;
- (b) references to articles are to the articles of these articles of association;
- (c) the expression "**this article**" shall, unless followed by reference to a specific provision, be deemed to refer to the whole article (not merely the paragraph or other provision) in which the expression occurs;
- (d) references to a "**subsidiary**" shall include reference to a subsidiary and a subsidiary undertaking, each as defined in the Companies Act 2006;
- (e) references to any gender shall include the others; and words in the singular include the plural and vice versa;
- (f) references to a "**person**" (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (g) the words "**include**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (h) the words "**other**" and "**otherwise**" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible; and
- (i) reference to any English legal concept, term, action, remedy, method of judicial proceeding, legal document, legal status, court or official shall, in respect of any jurisdiction other than England and Wales, be deemed to refer to what most nearly approximates in that jurisdiction to that reference.

3 Liability of members

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

4 Shareholders' Agreement prevails

The provisions of these articles including in particular (without limitation) articles 21, 28 and 54 to 64 (inclusive) and 82 shall be subject to, and construed in accordance with, the provisions of the Shareholders' Agreement.

Part 2

Directors

Directors' powers and responsibilities

5 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.

6 Shareholders' reserve power and veto rights

- (1) The Shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of such special resolution.
- (3) So far as it is lawfully able the company shall not, without the prior written consent of the holders(s) of a majority of the A Ordinary Shares then in issue¹ (such consent not to be unreasonably withheld or delayed):
 - (a) pass any resolution or present any petition for the company's winding up or liquidation or take any steps with a view to the company entering into a company voluntary arrangement or administration or pass a resolution inviting a secured creditor to appoint an administrative receiver or receiver; unless in each case an authorised insolvency practitioner shall have advised the directors that the company is legally obliged to take such action by reason of having become insolvent;
 - (b) issue or allot any share or other capital or reduce, convert, sub-divide, cancel, reorganise, or alter any rights attaching to, any shares;
 - (c) grant any share option or right to subscribe, acquire or convert into shares or implement or vary any incentive, bonus or commission arrangement;
 - (d) implement any share buy-back or other return of capital, other than in respect of any share buy-back or return of capital which is designed to

¹ This assumes the PPF holds all of the A Ordinary Shares

- return cash to Shareholders on a proportionate basis relative to the number of Shares held by such Shareholders in the company at such time;
- (e) register any transfer or allotment of shares except in accordance with the Shareholders' Agreement and the Articles;
 - (f) form any subsidiary, acquire or dispose of any material interest in any business or company, participate in any partnership, joint venture or profit/revenue sharing arrangement or enter into any scheme of arrangement or merger;
 - (g) re-register the company as a public or an unlimited company;
 - (h) alter the company's memorandum of association (if any) or Articles;
 - (i) sell, transfer, lease, license or dispose by the company (otherwise than in the ordinary course of trading) of (i) all or a substantial part of its business, undertaking or assets; or (ii) the whole or a substantial part of its real property assets whether by a single transaction or series of transactions, related or not (including whether by licence or option); or (iii) any asset other than on an arm's length basis; or (iv) any asset to an Associate other than in the ordinary course of trading and for market value;
 - (j) [permit any material change in the company's borrowings] [incur [(other than in the ordinary course of trading)] any borrowings in excess of **] or create any Encumbrance upon or in respect of the whole or any material part of the company's business or any of the company's material assets;
 - (k) dispose of or license any intellectual property rights;
 - (l) enter into any transaction or arrangement outside the ordinary course of trading of the company with any Associate, manager, director or any shareholder of the company or any person who is connected to any of its Associate, managers, shareholders or directors whether or not any person shall be party to such transaction or arrangement;
 - (m) enter into any material or long-term agreement (including any mortgage or charge) which is unusual, onerous, not on an arm's length basis or otherwise outside the normal course of trading of the company;
 - (n) make any loan or provide any surety or security arrangement in respect of any loan or third party obligation whatsoever, other than in the ordinary course of trading;
 - (o) make any payment otherwise than on an arm's length basis;
 - (p) make any claim for or surrendering of losses for taxation purposes;
 - (q) amend, vary or waive any provisions of or entry into, material breach of, failure to enforce or terminate (or give notice to terminate) any employment arrangements of any person where such person is, or is to be, director or a manager (including any service agreements) where such aforementioned action would have a material effect on the rights of the Pension Scheme

Trustees or the PPF (as the case may be) pursuant to this Agreement or otherwise; or

- (r) increase the pay or emoluments (including pension contributions, bonuses and the money value of non-cash benefits) of any Shareholder, director or manager/or any of their Associates by a total sum representing more than the rate of increase in the all items Retail Price Index.

For the purposes of this article 6(3) only, written consent shall include an e-mail sent from an authorised representative of the Pension Scheme Trustees or the PPF (as the case may be) to an authorised representative or director of the company.

7 Directors may delegate

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

8 Committees

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

Decision-making by directors

9 Directors to take decisions collectively

- (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 10.
- (2) If the company only has one director the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

10 Unanimous decisions

- (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, one or more copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (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.

11 Calling a directors' meeting

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

12 Participation in directors' meetings

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

13 Quorum for directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors and, unless otherwise fixed, is two (save where the company only has one director, in which case it shall be one).
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further directors.
- (4) For the purposes of any meeting (or part of a meeting) held pursuant to article 23 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of that meeting) shall be one eligible director.

14 Chairing of directors' meetings

- (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

15 Casting vote

- (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) Article 15 (1) shall not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16 Records of decisions to be kept

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

17 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

18 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (excluding alternate directors) shall not be subject to any maximum but shall be not less than two.

19 Methods of appointing directors

- (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 by:
 - (a) ordinary resolution;
 - (b) the Shareholder or Shareholders who at the time hold a majority in nominal value of the Ordinary Shares in the company giving notice of appointment in writing to the company (in which case the appointment takes effect on receipt by the company of the notice or, if later, on the date specified in the notice); or
 - (c) a decision of the directors.
- (2) In any case where, as a result of death or bankruptcy, the company has no Shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him have the right, by notice in writing, to appoint a person, who is willing to act and is permitted to do so, to be a director.
- (3) For the purposes of article 19(2), where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

20 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 Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (g) the company receives notice in writing of removal of that person as a director from the Shareholder or Shareholders who at the time hold a majority in nominal value of the Ordinary Shares in the company.

Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.

21 Directors' remuneration

- (1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine:
 - (a) for their services to the company as directors; and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may:
 - (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director (including to or in respect of any members of a director's family).
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.
- (6) The directors may make arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of a past director of the company or to a present or past director of any of its subsidiaries or any body corporate associated with, or any business acquired by, any of them, including in each case to or in respect of any members of a director's family.

22 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 of directors;
- (b) general meetings; or

- (c) separate meetings of the holders of any class of Shares or of debentures of the company,

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

Directors' conflicts of interest

23 Conflict situations

- (1) The directors may authorise any matter or situation which would, if not authorised, be an infringement by that director of 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 may possibly conflict, with the interests of the company.
- (2) Any authorisation under this article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised.
- (3) Any authorisation under this article is effective only if:
- (a) the matter or situation in question has been proposed by a director for consideration at a meeting of directors in accordance with the Board's normal procedures or in such other manner as the directors may approve;
 - (b) any requirement as to the quorum at the meeting of the directors at which the matter or situation is considered is met without counting the director in question or any other interested director (together the "**Interested Directors**");
 - (c) the matter or situation was agreed to without the Interested Directors voting or would have been agreed to if their votes had not been counted.
- (4) Any authorisation of a conflict under this article may :
- (a) be subject to such terms and for such duration or impose such limits or conditions as the directors may determine whether at the time the authorisation is given or subsequently; and
 - (b) be terminated or varied by the directors at any time.
- (5) Where the directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict;
 - (b) is not given any documents of other information relating to the conflict; and
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict *or* otherwise participate in any decision relating to the conflict.
- (6) Where the directors authorise a conflict:

- (a) the director must conduct himself in accordance with any terms imposed by the director in relation to the conflict; and
 - (b) the director does not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the authorisation.
- (7) A director is not required, by reason of his office, to account to the company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Act 2006) derives from a matter or situation authorised under this article, subject in each case to any terms, limits or conditions attaching to that authorisation. No transaction or arrangement is liable to be avoided on such grounds.
- (8) If a matter or situation is authorised pursuant to this article the director is not required to:
- (a) disclose to the company any confidential information received by him (other than by virtue of his position as director of the company) relating to that matter or situation; or
 - (b) use that information in relation to the company's affairs;
- if to do so would result in a breach of a duty of confidence owed by him to another person in relation to that matter or situation.
- (9) A director does not require authorisation by the directors under this article in respect of any actual or potential conflict which may reasonably be expected to arise by reason only of that director also being a director of another group undertaking (as defined in section 1161(5) of the Companies Act 2006). A director is not to be regarded infringing his duty under section 175 of the Companies Act 2006 as a result of the lack of such authorisation.

24 Transactions or other arrangements with the company

- (1) A director must declare the nature and extent of his interests in a proposed or existing transaction or arrangement with the company in accordance with section 177 or section 182 of the Companies Act 2006.
- (2) Provided he has complied with article 24 (1), a director:
- (a) is to be counted as participating in the decision-making process (including for quorum and voting purposes) notwithstanding that it in any way concerns or relates to an actual or proposed transaction or arrangement in which he has, directly or indirectly, any kind of interest;
 - (b) may be party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the company (or any body corporate in which the company is directly or indirectly interested) or in which the company is otherwise directly or indirectly interested; and

- (c) is not, except as he may otherwise agree, required to account to the company for remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Act 2006) derives from any such transaction or arrangement, and no transaction or arrangement is be liable to be avoided on such grounds.
- (3) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (4) Subject to article 24(5), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (5) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Alternate directors

25 Appointment and removal of alternate directors

- (1) Any director (the "**appointor**") may appoint as an alternate any other director or any other person to:
 - (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- (2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.
- (3) The notice must:
 - (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

26 Rights and responsibilities of alternate directors

- (1) An alternate director has the same rights in relation to any decision of the directors as the alternate's appointor.
- (2) Except as the articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors.
- (3) For the purposes of determining whether a quorum is participating:
- (a) a person who is an alternate director but not a director may be counted as participating only if that person's appointor is not participating, but no alternate may be counted as more than one director for such purposes; and
 - (b) a director who is also an alternate director does not count as more than one director.
- (4) At a directors' meeting:
- (a) a person who is an alternate director but not a director has a vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it; and
 - (b) a director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it.
- (5) Where the directors take a unanimous decision in accordance with article 10 a person who is an alternate director but not a director:
- (a) may participate in the decision only if his appointor is an eligible director in relation to that decision, but does not participate; and
 - (b) does not count as more than one director for such purposes.
- (6) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

27 Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

Part 3

Shares and distributions

Shares

28 Powers to issue different classes of Share

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

29 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 to recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

30 Share certificates

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

31 Replacement Share certificates

- (1) If a certificate issued in respect of a Shareholder's Shares is:
 - (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed,

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

- (2) A Shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide (provided that if any such new certificate is sought by the Pension Scheme Trustees, they shall not be required to provide any indemnity and no such conditions shall apply to the PPF where it has assumed responsibility for the Pension Scheme pursuant to section 161 of the Pensions Act).

Partly paid Shares

32 Company's lien over Shares

- (1) The company has a lien over every Share which is partly paid for any part of:

- (a) that Share's nominal value; and
- (b) any premium at which it was issued,

which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

The company also has a lien over every Share (whether fully or partly paid) registered in the name of any Shareholder (whether solely or in the name of one of two or more joint holders) for all other moneys presently payable by that Shareholder (or his estate) to the company.

A lien which the company has by virtue of this article is referred to in the articles as **the company's lien**.

- (2) The company's lien over a Share:
- (a) takes priority over any third party's interest in that Share; and
 - (b) extends to any dividend or other money payable by the company in respect of that Share and (if the lien is enforced and the Share is sold by the company) the proceeds of sale of that Share.
- (3) The directors may at any time decide that a Share which is or would otherwise be subject to the company's lien shall not be subject to it, either wholly or in part.

33 Enforcement of the company's lien

- (1) Subject to the provisions of this article, if:
- (a) a lien enforcement notice has been given in respect of a Share; and

- (b) the person to whom the notice was given has failed to comply with it, the company may sell that Share in such manner as the directors decide.
- (2) A lien enforcement notice:
- (a) may only be given in respect of a Share which is subject to the company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - (b) must specify the Share concerned;
 - (c) must require payment of the sum payable within 14 days of the notice;
 - (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
 - (e) must state the company's intention to sell the Share if the notice is not complied with.
- (3) Where Shares are sold under this article:
- (a) the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
 - (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (4) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
 - (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.
- (5) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a Share has been sold to satisfy the company's lien on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.

34 Call notices

- (1) Subject to the articles and the terms on which Shares are allotted, the directors may send a notice ("**call notice**") to a member requiring the member to pay the company a specified sum of money ("**a call**") which is payable in respect of Shares which that member holds at the date when the directors decide to send the call notice.
- (2) A call notice:
 - (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the company by way of premium);
 - (b) must state when and how any call to which it relates is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- (3) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- (4) Before the company has received any call due under a call notice the directors may:
 - (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,by a further notice in writing to the member in respect of whose Shares the call is made.

35 Liability to pay calls

- (1) Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- (2) Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.
- (3) Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them:
 - (a) to pay calls which are not the same; or
 - (b) to pay calls at different times.

36 When call notice need not be issued

- (1) A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the company in respect of that Share (whether in respect of nominal value or premium):
 - (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.

- (2) Notwithstanding article 36(1) if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

37 Failure to comply with call notice: automatic consequences

- (1) If a person is liable to pay a call and fails to do so by the call payment date
- (a) the directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- (2) For the purposes of this article:
- (a) the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "**call payment date**" is that later date; and
 - (b) the relevant rate is:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
 - (iii) if no rate is fixed in either of these ways, 5 per cent. per annum.
- (3) The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- (4) The directors may waive any obligation to pay interest on a call wholly or in part.

38 Notice of intended forfeiture

A notice of intended forfeiture:

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

39 Directors' power to forfeit Shares

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

40 Effect of forfeiture

- (1) Subject to the articles, the forfeiture of a Share extinguishes:
 - (a) all interests in that Share, and all claims and demands against the company in respect of it; and
 - (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the company.
- (2) Any Share which is forfeited in accordance with the articles:
 - (a) is deemed to have been forfeited when the directors decide that it is forfeited;
 - (b) is deemed to be the property of the company; and
 - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.
- (3) If a person's Shares have been forfeited:
 - (a) the company must send that person notice that forfeiture has occurred and record it in the register of members;
 - (b) that person ceases to be a member in respect of those Shares;
 - (c) that person must surrender the certificate for the Shares forfeited to the company for cancellation;
 - (d) that person remains liable to the company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
 - (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- (4) At any time before the company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

41 Procedure following forfeiture

- (1) If a forfeited Share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

- (2) A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (if any) and that a Share has been forfeited on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- (3) A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- (4) If the company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:
- (a) was, or would have become, payable; and
 - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

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

42 Surrender of Shares

- (1) A member may surrender any Share:
- (a) in respect of which the directors may issue a notice of intended forfeiture;
 - (b) which the directors may forfeit; or
 - (c) which has been forfeited.
- (2) The directors may accept the surrender of any such Share.
- (3) The effect of surrender on a Share is the same as the effect of forfeiture on that Share.
- (4) A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

Share transfers

43 Restriction on Share transfers

Save for a transfer pursuant to and in accordance with the provisions of article 44, 45, 46, 47, 49 or 50 the Shareholders agree and undertake that no transfer of any Shares may be made without the prior written consent of the other Shareholders.

44 Deed of Adherence

If any Shareholder (the "**transferor**") proposes to Transfer any Shares to any person (the "**transferee**") who is not already a party to the Shareholders' Agreement then it shall be a condition precedent to such Transfer and the registration thereof that all existing Shareholders and the transferee shall execute a Deed of Adherence, save that no such Deed of Adherence is required where the Pension Scheme Trustees Transfer any Shares to the PPF where the PPF has assumed responsibility for the Pension Scheme pursuant to section 161 of the Pensions Act. Where the PPF has assumed such responsibility pursuant to that section, the PPF may exercise any of the rights or powers of the Pension Scheme Trustees under these articles or otherwise in relation to the company and/or the other Shareholders.

45 Permitted Transfers

A holder of A Ordinary Shares may freely Transfer its A Ordinary Shares (in whole or in part) and the provisions of article 46 shall not apply to such Transfer.

46 Voluntary Share transfers

- (1) In accordance with article 43 any holder of Ordinary Shares who wishes to sell its Ordinary Shares (a "**Vendor**") shall give notice in writing to the company and the other Shareholders of such wish (a "**Transfer Notice**") identifying:
 - (a) the person, to whom it proposes to sell its Ordinary Shares if they are not purchased by the other Shareholders pursuant to the provisions of articles 43 to 48 (inclusive) (the "**Proposed Transferee**");
 - (b) the name of the Proposed Transferee's ultimate parent company and controlling shareholders, if any; and
 - (c) the Prescribed Price and other terms of the proposed sale.
- (2) The Transfer Notice shall not be effective if it does not contain the information set out in article 46(1). The Transfer Notice shall constitute the company as the Vendor's agent for the sale of all, but not some only, of the Ordinary Shares held by the Vendor (the "**Sale Shares**") to the other Shareholders at the Prescribed Price. The Transfer Notice shall be accompanied by the Vendor's Share certificates and (save as hereinafter provided) may not be withdrawn.
- (3) Within 5 Business Days of receipt of the Transfer Notice by the company, the company shall give notice in writing to the other Shareholders specifying the number of Sale Shares and the Prescribed Price therefor and offering the Sale Shares for sale to the other Shareholders at the Prescribed Price. Such notice shall be accompanied by a copy of the Transfer Notice and shall require each other Shareholder to state in writing within 10 days of the date of the notice:
 - (a) that it is willing to purchase a stated number of the Sale Shares at the Prescribed Price; or
 - (b) that it consents to the sale of all of the Sale Shares within 10 days thereof to the Proposed Transferee at the Prescribed Price.

In the event that no notice is received within the said period of 10 days or notice(s) have been given pursuant to article 46(3)(a) but not collectively in respect of all the Sale Shares then all such other Shareholders shall be deemed to have served a notice pursuant to article 46(3)(b) at the end of such 10 day period.

- (4) In the event that a notice is, or notices are, served pursuant to article 46(3)(a) in respect of all of the Sale Shares the company shall, by notice, allocate the Sale Shares to or amongst the other Shareholders in accordance with their willingness as stated in the notices given pursuant to that article and (if more than one) pro rata to the number of Shares for the time being held by them (but so that no such other Shareholder shall be obliged to purchase more than the Sale Shares so notified by it) as aforesaid). Such Shareholders as aforesaid shall within 5 days thereafter complete the purchase from the Vendor of the Sale Shares so allocated to them at the Prescribed Price. The Vendor shall be bound to transfer the Sale Shares comprised in the notice to the other Shareholders at the Prescribed Price, and if it defaults in doing so the company may receive the purchase money and the directors (excluding any directors nominated by a defaulting Shareholder) may authorise some person to execute a transfer of the Sale Shares in accordance with the aforesaid allocation in favour of the other Shareholders as aforesaid (the "**Shareholder Purchasers**") and the company shall hold the purchase money in trust for the Vendor. The receipt by the company of the purchase money shall be a good discharge to the Shareholder Purchasers and after their name has been entered in the company's register of members in exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. If such purchase is not completed (for any reason other than the Vendor's default) within such period of 5 days, then the certificates and duly completed transfer in respect of the Sale Shares shall be returned to the Vendor and the provisions of paragraph (5) shall apply *mutatis mutandis*.
- (5) In the event that a notice is given or deemed to be given by the other Shareholders pursuant to article 46(3)(b), the Vendor shall be at liberty to sell all of the Sale Shares at any time within 3 days after the date of such notice (or, if no actual notice is given pursuant to article 46(3), the expiry of the period of 5 days provided for under article 46(3)) to the Proposed Transferee at the Prescribed Price and otherwise upon no more favourable terms than those offered to the other Shareholders and as stated in the Transfer Notice.
- (6) The Board shall refuse to register any Transfer of any Ordinary Share other than a Transfer permitted by or under and made in accordance with the provisions of the articles which Transfer the Board shall register.
- (7) All Ordinary Shares transferred pursuant to this article 46 shall be transferred legally and beneficially and free from all Encumbrances together with all rights, benefits and advantages attached thereto as at the date of the Transfer Notice except the right to any dividend declared but not paid prior to the date of the relevant Transfer Notice.
- (8) Immediately upon completion of the Transfer of any Ordinary Shares by any holder of Ordinary Shares pursuant to the provisions of this article 46 the Vendor shall procure the resignation of any director appointed to the Board by the Vendor by reason of its holding of the Ordinary Shares without any claim for damages or compensation for loss of office of any kind whatsoever.

47 Authority to complete transfers

If any Vendor or any Dragged Shareholders under article 50 fails to execute the relevant documents necessary to effect a sale or transfer or accept an offer required or agreed pursuant to articles 43 to 48 (inclusive) or article 50 within 7 days of the required date under those articles, the other Shareholder (or if there is more than one Shareholder, any of them) may act (and such Vendor or Dragged Shareholder hereby appoints the other Shareholder (or if there is more than one other Shareholder, each of them) by way of security for the performance of its obligations under articles 43 to 48 (inclusive) or article 50 to act as its attorney on its behalf to do all things and execute all documents necessary to effect such transfer or sale or offer. The company may act as the agent of any Vendor or any Dragged Shareholder to give a good receipt for any consideration payable.

48 Share transfer instrument

- (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:
 - (a) the transferor; and
 - (b) (if any of the Shares is partly paid) the transferee.
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- (3) The company may retain any instrument of transfer which is registered.
- (4) The transferor remains the holder of a Share until the transferee's name is entered in the register of members as the holder of it.
- (5) The directors may refuse to register the transfer of a Share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Compulsory Share transfers

49 Tag-along rights

- (1) Subject to compliance with article 43, if a holder of Ordinary Shares (Proposed Transferor) wishes to transfer all of its Ordinary Shares or any interest in them to a third party and if, as a result of the transfer, the transferee and its Associates would collectively hold 50 per cent. or more of all of the issued Ordinary Shares the tag-along right in this article arises.
- (2) Where the tag-along right arises the Proposed Transferor may not transfer any of its Ordinary Shares or any interest in them unless, at least 40 Business Days before the date of the agreement to transfer, the transferee shall have made a written offer (an "**Offer**") to each of the other Shareholders (each an "**Offeree**") to purchase all of its Shares at the same price per Share (and otherwise on the same terms) as the proposed sale of Ordinary Shares by the Proposed Transferor. The Offer shall be

open for acceptance by an Offeree for not less than 15 Business Days and, if accepted, the sale of all of an Offeree's Shares shall be completed simultaneously with the completion of the sale of the Proposed Transferor's Ordinary Shares.

50 Drag-along rights

- (1) If a third party (a "**Buyer**") shall make a bona fide arm's length offer to acquire all the Ordinary Shares upon terms and conditions which a holder of at least 50 per cent. of the Ordinary Shares (the "**Acceptor**") wishes to accept then the drag-along right in this article arises.
- (2) When the drag-along right arises the Acceptor may by written notice to each of the other Shareholders (each a "**Dragged Shareholder**") require a Dragged Shareholder to sell its Shares at the same price per Share and otherwise on the same terms as the Acceptor (save that a Dragged Shareholder shall not be obliged to give warranties or indemnities save as to title to its Shares) to the Buyer simultaneously with completion of the sale of the Acceptors' Shares to the Buyer.
- (3) Written notice from the Acceptor under this article 50 shall oblige a Dragged Shareholder to deliver up to the Buyer an executed transfer of their Shares and the certificates for the same and to sign and execute all other relevant documents in connection with the sale against payment of the price of their Shares.
- (4) This article 50 shall only apply after the rights of Shareholders to acquire the relevant Ordinary Shares under article 46 have been exhausted.
- (5) [If:
 - (a) the consideration payable to the Dragged Shareholder pursuant to this article 50 is in the form of shares or other securities in the Buyer; and
 - (b) in the reasonable opinion of the Pension Scheme Trustees, the reputation of the Buyer in the public domain is such that the reputation of the Pension Scheme Trustees may be harmed were it to become public knowledge that the Pension Scheme Trustees were a shareholder in the Buyer,

the Pension Scheme Trustees, upon the Acceptor exercising its drag-along right, shall instead be required to sell their A Ordinary Shares to the Acceptor (rather than the Buyer) upon equivalent terms as set out in article 50(2)². Following any Transfer of the Pension Scheme Trustees' A Ordinary Shares to the PPF, all references in this article 50(5) to the Pension Scheme Trustees shall be deemed to be a reference to the PPF].

Transmission

51 Transmission of Shares

- (1) If title to a Share passes to a transmittee, the company may only recognise the transmittee as having any title to that Share.
- (2) Nothing in these articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder.

² Consider whether valuation provisions are appropriate

- (3) A transmittee who produces such evidence of entitlement to Shares as the directors may properly require:
- (a) may, subject to the articles, choose either to become the holder of those Shares or to have them transferred to another person; and
 - (b) subject to the articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.
- (4) Notwithstanding the preceding articles of this article 51, transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.

52 Exercise of transmittees' rights

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

53 Transmittees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 52(2), has been entered in the register of members.

Consolidation of Shares

54 Procedure for disposing of fractions of Shares

- (1) This article applies where:
- (a) there has been a consolidation or division of Shares; and
 - (b) as a result, Shareholders are entitled to fractions of Shares.
- (2) The directors may:
- (a) sell the Shares representing the fractions to any person including the company for the best price reasonably obtainable;
 - (b) in the case of a certificated Share, authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and

- (c) distribute the net proceeds of sale in due proportion among the holders of the Shares.
- (3) Where any Shareholder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that Shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- (4) The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- (5) The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

Dividends and other distributions

55 Procedure for declaring dividends

- (1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- (2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- (3) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- (4) Unless the Shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, all dividends 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.
- (5) If the company's Share capital is divided into different classes, no dividend or interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- (6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

56 Calculation of dividends

- (1) Except as otherwise provided by the articles or the rights attached to Shares, all dividends must be:
 - (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and

- (b) apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.
- (2) If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.
- (3) For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount.

57 Payment of dividends and other distributions

- (1) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, the "**distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:
 - (a) the holder of the Share; or
 - (b) if the Share has two or more joint holders, whichever of them is named first in the register of members; or
 - (c) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

58 Deductions from distributions in respect of sums owed to the company

- (1) If:
 - (a) a Share is subject to the company's lien; and
 - (b) the directors are entitled to issue a lien enforcement notice in respect of it,they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the

company in respect of that Share or otherwise to the extent that they are entitled to require payment under a lien enforcement notice.

- (2) Money so deducted must be used to pay any of the sums payable in respect of that Share or otherwise.
- (3) The company must notify the distribution recipient in writing of:
 - (a) the fact and amount of any such deduction;
 - (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - (c) how the money deducted has been applied.

59 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.

60 Unclaimed distributions

- (1) All dividends or other sums which are:
 - (a) payable in respect of Shares; and
 - (b) unclaimed after having been declared or become payable,may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- (3) If:
 - (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - (b) the distribution recipient has not claimed it,

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

61 Non-cash distributions

- (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).

- (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.

62 Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the company notice in writing to that effect, but if:

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

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

63 Return of capital

On a return of capital of the company on a Liquidation or otherwise (other than a redemption of Shares or the purchase by the company of its own Shares), the surplus assets and retained profits of the company after payment of all liabilities and available for distribution among the Shareholders will be divided between the holders of Ordinary Shares and A Ordinary Shares *pro rata* to their respective holdings (as if the Ordinary Shares and A Ordinary Shares constituted one class of Share).

Capitalisation of profits

64 Authority to capitalise and appropriation of capitalised sums

- (1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.
- (2) Capitalised sums must be applied:

- (c) on behalf of the persons entitled; and
 - (d) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied:
- (a) in or towards paying up any amounts unpaid on existing Shares held by the persons entitled; or
 - (b) in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the articles the directors may:
- (a) apply capitalised sums in accordance with articles 64(3) and 64(4) partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

Part 4

Decision-making by Shareholders

Organisation of general meetings

65 Attendance and speaking at general meetings

- (1) The Ordinary Shares shall entitle their holder(s) to attend, speak and vote at a general meeting of the company. The A Ordinary Shares shall not entitle their holder(s) to attend, speak or vote at a general meeting of the company other than in respect of a general meeting which includes a resolution proposing a Liquidation.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

66 Quorum for general meetings

- (1) 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.
- (2) Save in the case where only one Shareholder is entitled to vote upon the business to be transacted (in which case such Shareholder (or its proxy or a duly authorised representative of such Shareholder, if a corporation) shall constitute a quorum), two Shareholders entitled to vote upon the business to be transacted (or their respective proxy or duly authorised representative, if a corporation) shall constitute a quorum.

67 Chairing general meetings

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

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

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

68 Attendance and speaking by directors and non-Shareholders

- (1) Directors may attend and speak at general meetings, whether or not they are Shareholders.
- (2) The chairman of the meeting may permit other persons who are not:
 - (a) holders of Ordinary Shares of the company; or

- (b) otherwise entitled to exercise the rights of holders of Ordinary Shares in relation to general meetings,

to attend and speak at a general meeting.

69 Adjournment

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. If:

- (a) at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting; or

- (b) during the adjourned meeting a quorum ceases to be present,

the qualifying person or qualifying persons present shall be a quorum, if he or they together hold(s) a majority in nominal value of such part of the issued share capital of the company as confers the right to attend and vote at general meetings of the company.

- (1) 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.

- (2) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- (3) 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.

- (4) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the company's general meetings is required to be given; and

- (b) containing the same information which such notice is required to contain.

- (5) 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

70 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.

71 Errors and disputes

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

72 Poll votes

- (1) A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
 - (a) the chairman of the meeting;
 - (b) the directors; or
 - (c) any qualifying person present and entitled to vote at the meeting.
- (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 so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

73 Content of proxy notices

- (1) Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which
 - (a) states the name and address of the Shareholder appointing the proxy;
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered not less than 24 hours before the time appointed for general meeting or adjourned meeting to which it relates to the company in accordance with the articles and any instructions contained in the relevant notice of the general meeting.

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

- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

74 Delivery of proxy notices

- (1) Any notice of a general meeting must specify the address or addresses at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

75 Amendments to resolutions

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed

not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

76 No voting of Shares on which money owed to company

No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all calls or other sums presently payable to the company in respect of that Share have been paid.

Application of rules to class meetings

77 Class meetings

The provisions of the articles relating to general meetings apply, with any necessary modifications (including without limitation the right of holders of A Ordinary Shares to attend speak and vote at meetings of holders of A Ordinary Shares), to meetings of the holders of any class of Shares.

Part 5

Administrative arrangements

78 Company secretary

The directors may from time to time appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by the directors.

79 Means of communication to be used

- (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the Companies Act 2006, the company may send or supply documents or information to Shareholders by making them available on a website.

- (3) 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.

80 Deemed receipt of documents and information

- (1) Where the company sends a document or information by post (whether in hard copy or electronic form) and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient:
- (a) 48 hours after it was posted, if posted by first class post to an address in the United Kingdom; and
 - (b) on the fifth working day after it was posted, if posted by international signed for post to an address outside the United Kingdom.
- (2) Where the company sends or supplies a document or information by electronic means and the company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 24 hours after it was sent.
- (3) Where the company sends or supplies a document or information by means of a website, it is deemed to have been received by the intended recipient:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- (4) In calculating a period of hours for the purposes of this article, no account is to be taken of any part of a day that is not a working day.
- (5) 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.

81 Company seals

- (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is:
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

82 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 Shareholder.

83 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.

Indemnity and insurance

84 Indemnity

(1) Subject to article 84(2) the company may indemnify:

- (a) any relevant director or any relevant secretary against any liability incurred by or attaching to that person in the actual or purported execution or discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office; and
- (b) any relevant director against any liability incurred by him 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).

Where a director or any secretary is indemnified against a liability in accordance with this article, the indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him.

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

(3) Subject to the Companies Acts, the company may:

- (a) provide a relevant director and any relevant secretary with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the Companies Act 2006 or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the Companies Act 2006; and
- (b) may do anything to enable that person to avoid incurring such expenditure;

but so that, in the case of a director, the terms set out in section 205(2) of the Companies Act 2006 shall apply to any such provision of funds or other things done.

(4) In this article:

- (a) companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "**relevant director**" means any director or former director of the company or an associated company, and a "**relevant secretary**" means any secretary or former secretary of the company or an associated company.

85 Insurance

- (1) Except to the extent prohibited or restricted by any provision of the Companies Acts or by any other provision of law, the directors may purchase and maintain, at the expense of the company, insurance against any relevant liability for the benefit of any person who is or has at any time been a relevant officer.
- (2) In this article:
 - (a) "**relevant officer**" means:
 - (iv) a director or secretary or employee of the company or an associated company or of any predecessor in business of the company or an associated company; or
 - (v) a trustee of any employees' share scheme, pension fund or retirement, death or disability scheme for the benefit of any employee of the company or associated company or of any predecessor in business of the company or an associated company;
 - (b) "**relevant liability**" means any liability incurred by a relevant officer in respect of any act or omission in the actual or purported discharge or his duties or in the exercise or purposed exercise of his powers or otherwise as a relevant officer;
 - (c) companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate.