

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

ARTICLES OF ASSOCIATION

OF

EVOLVE FACILITY SERVICES LIMITED

(07101080)

Adopted by special resolution on 1 December 2011

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EVOLVE FACILITY SERVICES LIMITED
(07101080)

Adopted by special resolution on 1 December 2011

PART 1 – INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined Terms

1.1 In these articles, unless the context otherwise requires:

articles means the company's articles of association;

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;

chairman has the meaning given in article 12;

chairman of the meeting has the meaning given in article 38;

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;

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

distribution recipient has the meaning given in article 30;

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 the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Employee Director means any director appointed to the Company who is an employee of the Company;

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

hard copy form has the meaning given in section 1168 of the 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;

instrument means a document in hard copy form;

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

paid means paid or credited as paid;

participate, in relation to a directors' meeting, has the meaning given in article 10;

proxy notice has the meaning given in article 44;

Riverside means The Riverside Group Limited, an Industrial and Provident Society under the Industrial and Provident Societies Act 1965 with number 30938R and a Registered Provider with number L4552 which is an exempt charity whose registered office is at 2 Estuary Boulevard, Estuary Commerce Park, Speke, Liverpool, L24 8RF;

Riverside Director means any director appointed to the Company by Riverside;

shareholder means a person who is the holder of a share;

shares means shares in the company;

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;

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.

1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2. Liability Of Members

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

PART 2 – DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' General Authority

- 3.1 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.

4. Shareholders' Reserve Power

- 4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5. Directors May Delegate

- 5.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions,

as they think fit.

- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. Committees

- 6.1 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.
- 6.2 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

7. Directors To Take Decisions Collectively

7.1 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 8.

7.2 If:

7.2.1 the company only has one director, and

7.2.2 no provision of the articles requires it to have more than 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.

8. Unanimous Decisions

8.1 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.

8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

8.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

8.4 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.

9. Calling A Directors' Meeting

9.1 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.

9.2 Notice of any directors' meeting must indicate:

9.2.1 its proposed date and time;

9.2.2 where it is to take place; and

9.2.3 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.

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

9.4 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.

10. Participation In Directors' Meetings

10.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

10.1.1 the meeting has been called and takes place in accordance with the articles, and

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

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

10.3 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.

11. Quorum For Directors' Meetings

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be agreed upon, except a proposal to call another meeting.

11.2 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be a Riverside Director (or his/her alternate). No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is agreed upon.

12. Chairing Of Directors' Meetings

12.1 The chairman of the board of directors shall be selected by Riverside and shall be appointed by the board of directors to chair their meetings. The person so appointed for the time being is known as the chairman.

12.2 Unless the chairman tenders his/her resignation, the chairman's appointment may only be terminated by Riverside or by the board of directors with Riverside's prior written consent.

12.3 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.

13. Casting Vote

13.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

13.2 But this does 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.

14. Conflicts Of Interest

14.1 Subject to sections 177(5) and 177(6) of the Companies Act 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the company shall declare the nature and extent of his/her interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Act 2006.

14.2 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which an Employee Director is interested, that Employee Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.3 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a Riverside Director is interested, that Riverside Director is not to be counted as participating in the decision-making process for quorum or voting purposes unless that director is only interested because such actual or proposed transaction or arrangement is between the company and Riverside or is connected with Riverside in which case that Riverside Director shall be counted as participating in the decision-making process for quorum and voting purposes.

14.4 A Riverside Director, notwithstanding his/her office, may be a director or other officer of, employed by, or otherwise interested in, Riverside, or any other member of Riverside's group of companies and such interest shall not prevent that Riverside Director from counting as participating in the decision-making process for quorum or voting purposes.

14.5 Any Riverside Director shall be entitled from time to time to disclose to Riverside such information concerning the business and affairs of the company as he/she shall at his/her discretion see fit.

14.6 Every director shall ensure that the secretary of the company or, in the absence of a secretary, the board of directors has at all times a list of:

14.6.1 all other bodies in which they have an interest as:

14.6.1.1 a director, member of the board or committee of management or officer;

14.6.1.2 a member of a firm;

14.6.1.3 an official or elected member of any statutory body; or

14.6.1.4 the owner or controller of more than 2% of the shares of a company or any organisation in which the shares are publicly quoted or more than 10% of any other company; and

14.6.2 any other significant or material interests,

which in each case would or could affect any arrangement with the company or with Riverside.

15. Records Of Decisions To Be Kept

15.1 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.

APPOINTMENT OF DIRECTORS AND SECRETARY

16. Methods Of Appointing Directors

16.1 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:

16.1.1 by Riverside giving notice of such appointment to the company secretary, or, in the absence of a secretary, to the directors of the company, or

16.1.2 by a decision of the directors where such decision has received the prior written consent of Riverside.

16.2 Unless otherwise determined from time to time by an ordinary resolution of the members, the minimum number of directors shall not be less than two and there shall be no maximum number of directors.

17. Termination Of Director's Appointment

17.1 A person ceases to be a director as soon as:

17.1.1 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;

17.1.2 a bankruptcy order is made against that person;

17.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

17.1.4 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;

17.1.5 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;

17.1.6 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

17.1.7 that person is removed from office by Riverside giving notice of such removal to the company secretary, or, in the absence of a secretary, to the remaining directors of the company.

17.2 The removal of any director from office shall not take effect unless Riverside has provided its prior written consent to such removal or unless the cessation of that director's office is pursuant to article 17.1.

18. Secretary

18.1 The directors may 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 from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors with the prior written consent of Riverside.

18.2 The person appointed as secretary may be an employee of Riverside and the secretary may delegate any of his/her responsibilities to any other employee of Riverside as he/she sees fit.

PART 3 – SHARES AND DISTRIBUTIONS

SHARES

19. All Shares To Be Fully Paid Up

19.1 No share is to be allotted for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its allotment.

19.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

20. Unissued Shares

20.1 No shares in the company shall be allotted nor any right to subscribe for or to convert any security into any shares in the company shall be granted unless before that allotment or grant (as the case may be) Riverside has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee.

21. Powers To Allot Different Classes Of Share

21.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may allot shares with such rights or restrictions as may be determined by an ordinary resolution of the members.

21.2 The company may allot 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.

22. Company Not Bound By Less Than Absolute Interests

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

23. Share Certificates

23.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

23.2 Every certificate must specify:

23.2.1 in respect of how many shares, of what class, it is issued;

23.2.2 the nominal value of those shares;

23.2.3 that the shares are fully paid; and

23.2.4 any distinguishing numbers assigned to them.

23.3 No certificate may be issued in respect of shares of more than one class.

23.4 If more than one person holds a share, only one certificate may be issued in respect of it.

23.5 Certificates must:

23.5.1 have affixed to them the company's common seal, or

23.5.2 be otherwise executed in accordance with the Companies Acts.

24. Replacement Share Certificates

24.1 If a certificate issued in respect of a shareholder's shares is:

24.1.1 damaged or defaced, or

24.1.2 said to be lost, stolen or destroyed,

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

24.2 A shareholder exercising the right to be issued with such a replacement certificate:

24.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

24.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

24.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

25. Share Transfers

25.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

25.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

25.3 The company may retain any instrument of transfer which is registered.

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

25.5 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. The directors shall refuse to register any transfer of shares which has not been made in compliance with these articles.

25.6 No share shall be transferred unless before the transfer Riverside has consented in writing to that transfer and its terms and to the identity of the proposed transferee.

25.7 In these articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

26. Transmission Of Shares

26.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

26.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

26.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

26.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

26.3 But 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.

27. Exercise Of Transmittees' Rights

- 27.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 27.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 27.3 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.

28. Transmittes Bound By Prior Notices

- 28.1 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 has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

29. Procedure For Declaring Dividends

- 29.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 29.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 29.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 29.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 29.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 29.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 29.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

30. Payment Of Dividends And Other Distributions

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

- 30.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - 30.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a 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;
 - 30.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - 30.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 30.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
- 30.2.1 the holder of the share; or
 - 30.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 30.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

31. No Interest On Distributions

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

32. Unclaimed Distributions

- 32.1 All dividends or other sums which are:
 - 32.1.1 payable in respect of shares, and
 - 32.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- 32.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- 32.3 If:

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

32.3.2 the distribution recipient has not claimed it,

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

33. Non-Cash Distributions

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

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

33.2.1 fixing the value of any assets;

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

33.2.3 vesting any assets in trustees.

34. Waiver Of Distributions

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

34.1.1 the share has more than one holder, or

34.1.2 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.

CAPITALISATION OF PROFITS

35. Authority To Capitalise And Appropriation Of Capitalised Sums

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

35.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

- 35.1.2 appropriate any sum which they so decide to capitalise (a “capitalised sum”) to the persons who would have been entitled to it if it were distributed by way of dividend (the “persons entitled”) and in the same proportions.
- 35.2 Capitalised sums must be applied:
 - 35.2.1 on behalf of the persons entitled, and
 - 35.2.2 in the same proportions as a dividend would have been distributed to them.
- 35.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 35.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 35.5 Subject to the articles the directors may:
 - 35.5.1 apply capitalised sums in accordance with paragraphs 35.3 and 35.4 partly in one way and partly in another;
 - 35.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - 35.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4 – DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

36. Attendance And Speaking At General Meetings

- 36.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 36.2 A person is able to exercise the right to vote at a general meeting when:
 - 36.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 36.2.2 that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 36.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

36.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

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

37. Quorum For General Meetings

37.1 The quorum at any general meeting shall be one qualifying person. A qualifying person is a person authorised under section 323 of the Companies Act 2006 to act as the representative of a member which is a corporation in relation to the meeting.

37.2 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.

38. Chairing General Meetings

38.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

38.2 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:

38.2.1 the directors present, or

38.2.2 (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.

38.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

39. Attendance And Speaking By Directors And Non-Shareholders

39.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

39.2 The chairman of the meeting may permit other persons who are not:

39.2.1 shareholders of the company; or

39.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

40. Adjournment

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

- 40.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 40.2.1 the meeting consents to an adjournment, or
 - 40.2.2 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.
- 40.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 40.4 When adjourning a general meeting, the chairman of the meeting must:
- 40.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 40.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 40.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 40.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 40.5.2 containing the same information which such notice is required to contain.
- 40.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

41. Voting: General

- 41.1 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.

42. Errors and Disputes

- 42.1 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.
- 42.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

43. Poll Votes

- 43.1 A poll on a resolution may be demanded:
- 43.1.1 in advance of the general meeting where it is to be put to the vote, or

- 43.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 43.2 A poll may be demanded by:
 - 43.2.1 the chairman of the meeting;
 - 43.2.2 the directors;
 - 43.2.3 two or more persons having the right to vote on the resolution; or
 - 43.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 43.3 A demand for a poll may be withdrawn if:
 - 43.3.1 the poll has not yet been taken, and
 - 43.3.2 the chairman of the meeting consents to the withdrawal.
- 43.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

44. Content Of Proxy Notices

- 44.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:
 - 44.1.1 states the name and address of the shareholder appointing the proxy;
 - 44.1.2 identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - 44.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 44.1.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 44.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 44.3 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.
- 44.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 44.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 44.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

45. Delivery Of Proxy Notices

- 45.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 45.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 45.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 45.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

46. Amendments to resolutions

- 46.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 46.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 46.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 46.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 46.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 46.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 46.3 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.

PART 5 – ADMINISTRATIVE ARRANGEMENTS

47. Variation

- 47.1 These articles may not be varied without the prior written approval of Riverside.

48. Means Of Communication To Be Used

- 48.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 48.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 48.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

49. Company Seals

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

50. No Right To Inspect Accounts And Other Records

- 50.1 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.

51. Provision For Employees On Cessation Of Business

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

DIRECTORS' INDEMNITY AND INSURANCE

52. Indemnity

52.1 Subject to paragraph 52.2, a relevant director of the company or an associated company shall be indemnified out of the company's assets against:

52.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;

52.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

52.1.3 any other liability incurred by that director as an officer of the company or an associated company.

52.2 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.

52.3 In this article:

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

52.3.2 a "relevant director" means any director or former director of the company or an associated company.

53. Insurance

53.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

53.2 In this article:

53.2.1 a "relevant director" means any director or former director of the company or an associated company;

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

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