

## THE 600 GROUP PUBLIC LIMITED COMPANY

(REGISTERED IN ENGLAND & WALES UNDER NUMBER 00196730)

### 1. SUMMARY OF THE ARTICLES OF ASSOCIATION

The Company is a public limited company registered in England under the Companies Acts (as defined in section 2 of the UK Companies Act 2006, the "**Acts**"). Its current articles of association were adopted by special resolution passed on 29 September 2010 and contain, inter alia, the following provisions:

#### 1.1 Objects

The objects of the Company are unrestricted.

#### 1.2 Shares in the Company

The Company's shares may be issued in certificated or dematerialised form to its members. The Company has in issue at the date of this document 63,821,253 ordinary shares of £0.01 each ("**Ordinary Shares**") and 57,233,679 deferred shares of £0.24 each ("**Deferred Shares**").

#### 1.3 Rights attaching to shares in the Company

1.3.1 The rights attached to any class of shares in issue may (unless otherwise provided by the terms of issue of the shares of that class) from time to time be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-fourths in nominal value of the issued shares of the class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate meeting of such holders (but not otherwise).

1.3.2 The Company may exercise the powers of paying commissions conferred by the Acts.

1.3.3 The Company shall not be bound to recognise any interest in any share except an absolute right to the entirety of the share in the holder.

1.3.4 The Deferred Shares shall have the following rights, and are subject to the following restrictions:

1.3.5 A Deferred Share:-

- (a) does not entitle its holder to receive any dividend or other distribution or (save as referred to in (b) below) return of capital and shall not be entitled to any further right of participation in the assets of the Company;
- (b) entitles its holder on a return of capital on a winding up of the Company limited to the repayment of the amount paid up or credited as paid up on such share but only after the payment of capital paid up on each share of the Company and further payment of £10,000,000 on each such Ordinary Share;
- (c) does not entitle its holder to receive a share certificate in respect of the relevant shareholding, save as required by law;
- (d) does not entitle its holder to receive notice of, nor to attend, speak or vote at, any general meeting of the Company unless a resolution to wind up the Company is proposed;

- (e) does not entitle its holder to any further participation in the capital, profits or assets of the Company.
- 1.3.6 The Deferred Shares shall not be capable of transfer at any time other than with the prior written consent of the directors of the Company (the "**Directors**").
- 1.3.7 The Company may at its option and is irrevocably authorised at any time after the creation of the Deferred Shares to:-
- (a) appoint any person to act on behalf of any holder of a Deferred Share, without obtaining the sanction of the holder, to transfer any or all of such shares held by such holder for nil consideration to any person appointed by the Directors to be the custodian of such shares;
  - (b) without obtaining the sanction of the holder, but subject to the Acts:-
    - (i) purchase any or all of the Deferred Shares then in issue and to appoint any person to act on behalf of all holders of Deferred Shares to transfer and to execute a transfer of all the Deferred Shares to the Company for an aggregate consideration of one penny payable to one of the holders of Deferred Shares to be selected by lot (who shall not be required to account to the holders of the other Deferred Shares in respect of such consideration); and
    - (ii) cancel any Deferred Share without making any payment to the holder.
  - (c) Any offer by the Company to purchase the Deferred Shares may be made by the Directors depositing at the registered office of the Company a notice addressed to such person as the Directors shall have nominated on behalf of the holders of the Deferred Shares.
  - (d) The rights attaching to the Deferred Shares shall not be, nor shall be deemed to be, varied, abrogated or altered by:-
    - (i) the creation or issue of any shares ranking in priority to the Deferred Shares;
    - (ii) the Company reducing its share capital;
    - (iii) the cancellation of any Deferred Share without any payment to the holder thereof; or
    - (iv) the redemption or purchase of any share, whether a Deferred Share or otherwise,

and, accordingly, no consent thereto or sanction thereof by the holders of the Deferred Shares, or any of them, shall be required.

#### 1.4 **Voting Rights**

##### 1.4.1 Ordinary Shares

On a vote on a resolution on a show of hands at a meeting each member who is present in person or by proxy shall have one vote, and on a poll every member shall have one vote for every share of which he is the holder.

#### 1.4.2 Deferred Shares

Please see paragraph 1.3.5(d) above.

#### 1.5 Redemption Provisions

Subject to the provisions of the Companies Act 2006, shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Directors may determine.

#### 1.6 Pre-emption Rights

1.6.1 Shares may not be issued to any person unless they have first been offered to the existing shareholders in proportion to their current holding of shares in the Company.

1.6.2 Pre-emption rights do not apply to shares which are to be wholly or partly paid up otherwise than in cash, shares which are to be held in any employee's share scheme, and shares which have been offered to shareholders but not taken up.

1.6.3 The Company may by special resolution dis-apply or modify these pre-emption rights.

#### 1.7 Transfer and Transmission of Shares

1.7.1 A share held in certificated form may be transferred by an instrument of transfer in any usual form or in any other form which the Directors may approve, which shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

1.7.2 The Directors may refuse the transfer of a partly paid share held in certificated form provided that where such shares are admitted to the Official List of the UKLA, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis.

1.7.3 The Directors may also refuse to register a transfer of shares held in certificated form unless the instrument of transfer is:-

- (a) duly stamped or duly certified or otherwise shown to the satisfaction of the Directors to be exempt from stamp duty, lodged at the place where the Company's issuer register of members is for the time being situated or at such other place as the Directors may appoint and (save in the case of a transfer by a person to whom no certificate was issued in respect of the shares in question) accompanied by the certificate for the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do;
- (b) in respect of only one class of shares; and
- (c) in favour of not more than four transferees.

#### 1.8 Mandatory Takeover Bids and/or Squeeze-out and Sell-out rules

The City Code on Takeovers and Mergers (the "**Takeover Code**") applies to the Company. Other than as provided by the Takeover Code and the Acts there are no

rules or provisions relating to mandatory bids, squeeze-out, or sell-out rules relating to the Company.

#### 1.8.1 **Mandatory Bid**

Under the Takeover Code, if an acquisition of interests in shares were to increase the aggregate holding of the acquirer and its concert parties to interests in shares carrying 30 per cent or more of the voting rights in the Company, the acquirer and, depending on circumstances, its concert parties would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares in the Company at a price not less than the highest price paid for interests in shares by the acquirer or its concert parties during the previous 12 months. This requirement would also be triggered by any acquisition of interests in shares by a person holding (together with its concert parties) shares carrying between 30 per cent and 50 per cent of the total voting rights in the Company if the effect of such acquisition were to increase that person's percentage of the total voting rights in the Company.

#### 1.8.2 **Squeeze-out**

Under the Acts, if an offeror were to make an offer to acquire all of the shares in the Company not already owned by it and were to acquire 90 per cent of the shares to which such offer related it could then compulsorily acquire the remaining 10 per cent. The offeror would do so by sending a notice to outstanding members telling them that it will compulsorily acquire their shares and then, six weeks later, it would deliver a transfer of the outstanding shares in its favour to the Company which would hold the consideration on trust for outstanding members. The consideration offered to members whose shares are compulsorily acquired under this procedure must, in general, be the same as the consideration that was available under the original offer unless a member can show that the offer value is unfair.

#### 1.8.3 **Sell-out**

The Acts would also give minority members a right to be bought out in certain circumstances by an offeror who has made a takeover offer. If a takeover related to the shares in the Company and, at any time before the end of the period within which the offer could be accepted, the offeror held or had agreed to acquire not less than 90 per cent of the shares, any holder of shares to which the offer related who had not accepted the offer could by a written communication to the offeror require it to acquire those shares.

The offeror would be required to give any member notice of his/her right to be bought out within one month of that right arising. The offeror may impose a time limit on the rights of minority members to be bought out, but that period can not end less than three months after the end of the acceptance period or, if later, three months from the date on which notice is served on members notifying them of their sell-out rights. If a member exercises his/her rights, the offeror is entitled and bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

### 1.9 **Dividend rights**

#### Ordinary Shares

The Ordinary Shares carry the right to a dividend declared and paid according to amount paid up on such shares, but no dividend shall exceed the amount recommended by the Directors.

## Deferred Shares

The Deferred Shares do not carry the right to a dividend or distribution other than on a return of capital on a winding up of the Company when the holders of Deferred Shares shall be entitled to the repayment of the amount paid up or credited as paid up on each Deferred Share which they hold but only after the payment of capital on each share of the Company and further payment of £10,000,000 on each such Ordinary Share.

### 1.10 Payment of Dividends

- 1.10.1 There are no shares in the capital of the Company currently in issue with a fixed date on which entitlement to a dividend arises and there are no arrangements in force whereby future dividends are waived or agreed to be waived.
- 1.10.2 The Directors may deduct from any dividend or other moneys payable on or in respect of a share to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company.
- 1.10.3 Without prejudice to any rights attached to any shares, the Company or the Directors may fix a date, or a particular time on a date, as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made. In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.
- 1.10.4 The Directors may pay the dividends or other moneys payable on shares in respect of which any person is entitled to be registered as holder by transmission to such person upon production of such evidence as would be required if such person desired to be registered as a member in respect of such shares.
- 1.10.5 Any dividend or other moneys payable in respect of a share may be paid :-
- (a) in cash;
  - (b) by cheque or warrant sent by post to the address in the register of members of the Company (the "**Register**") of the person entitled to the moneys or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder or otherwise by operation of law, to the address in the Register of that one of those persons who is first named in the Register in respect of the joint holding or to such person and to such address as the person or persons entitled to the moneys may in writing direct. Every such cheque or warrant shall be made payable to the person or persons entitled to the moneys or to such other person as the person or persons so entitled may in writing direct and shall be sent at the risk of the person or persons so entitled. Any such cheque or warrant may be crossed "account payee" although the Company shall not be obliged to do so;
  - (c) by bank transfer to such account (of a type approved by the Directors) as the person or persons entitled to the moneys may in writing direct; or

- (d) by such other method of payment approved by the Directors as the person or persons entitled to the moneys may in writing agree to.

Payment of a cheque or warrant by the bank on which it was drawn or the transfer of funds by the bank instructed to make the transfer shall be a good discharge to the Company.

- 1.10.6 If in respect of dividends or other moneys payable in respect of any shares cheques or warrants have been sent through the post in accordance with the provisions of the preceding article but have been returned undelivered or left uncashed during the periods for which they are valid or bank transfers or other methods of payment have failed either:-

- (a) on two consecutive occasions; or
- (b) on any one occasion and reasonable enquiries have failed to establish another address or account of the person entitled to the moneys,

the Company need not thereafter despatch further cheques or warrants or give instructions for bank transfers or other methods of payment in payment of dividends or other moneys payable on or in respect of the shares in question until the member or other person entitled thereto shall have communicated with the Company and supplied in writing to the Transfer Office a new address or account to be used for the purpose.

- 1.10.7 If several persons are entered in the Register as joint holders of any share or are jointly entitled to a share, any one of them may give receipts for any dividend or other moneys payable in respect of the share and the Directors may deduct from the dividends or other moneys payable in respect of any share held jointly by several persons all sums of money (if any) presently payable to the Company from any one or more of the registered holders on account of calls or otherwise in relation to shares in the Company held in the joint names of all (but not some only) of such registered holders.

## 1.11 **Return of capital on a Winding Up**

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Acts, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

## 1.12 **The Directors**

### 1.12.1 **Powers and Duties of the Board of Directors (the "Board")**

A Director shall not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material (otherwise than by virtue of his interest in shares, debentures or other securities of, or otherwise in or through, the Company) unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

- (a) the resolution relates to the giving to him or a person connected with him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him or such a person at the request of or

for the benefit of, the Company or any Subsidiary Undertaking (as defined in the Companies Act 2006);

- (b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any Subsidiary Undertaking for which the Director or a person connected with him has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of him or a person connected with him subscribing or agreeing to subscribe for any shares, debentures or other securities of the Company or any Subsidiary Undertaking or by virtue of him or a person connected with him being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any Subsidiary Undertaking for subscription, purchase or exchange;
- (d) the resolution relates in any way to any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Part 22 of the Companies Act 2006) representing one per cent or more of any class of the equity share capital of such company or of the voting rights available to members of such company (excluding any shares in the company held as treasury shares and any voting rights attached thereto);
- (e) the resolution relates in any way to an arrangement in whole or in part for the benefit of the employees of the Company or any Subsidiary Undertakings which does not award him as such any privilege or advantage not generally awarded to the employees to whom such arrangement relates;
- (f) the resolution relates in any way to the purchase or maintenance for the Directors of insurance against any liability which by virtue of any rule of law would otherwise attach to all or any of them in respect of any negligence, default, breach of duty or breach of trust in relation to the Company or any Subsidiary Undertaking.

#### 1.12.2 **Remuneration of Directors**

The ordinary remuneration of the Directors (other than any Executive Directors appointed under the Articles) shall be such amount as the Directors shall from time to time determine provided that, unless otherwise approved by the Company in general meeting, the aggregate of the ordinary remuneration of such Directors shall not exceed £250,000 per year. The ordinary remuneration shall be divided among such Directors in such manner as the Directors may determine. A Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration.

Any Director who serves on any committee of the Board or, by request of the Board, performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

### 1.12.3 Retirement of Directors

Each Director shall retire from office and shall be eligible for reappointment at the third annual general meeting after the general meeting at which he was appointed or last reappointed. If the Company, at the meeting at which a Director retires under this Article, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

## 1.13 General Meetings

- 1.13.1 The Board may call general meetings and, on the requisition of the members pursuant to the Acts, shall forthwith convene a general meeting.
- 1.13.2 Unless consent to short notice is obtained in accordance with the Acts an annual general meeting shall be called by at least 21 clear days' notice and every other general meeting shall, subject to the provisions of the Acts, be called by at least 14 clear days' notice.
- 1.13.3 Notice of a general meeting shall specify the place, date, and time of the meeting and the general nature of business to be transacted at the meeting. If the general meeting is to be an annual general meeting this shall also be stated. Where it is proposed that a special resolution be passed at a general meeting such intention and the terms of the resolution shall be specified.
- 1.13.4 Subject to any restrictions imposed on any shares, every notice of a general meeting shall be sent to the members and to the directors and auditors of the Company. The accidental failure to give notice of a meeting to any one or more persons entitled to receive the same, or the non-receipt of a notice of meeting shall be disregarded for the purpose of determining whether notice of the meeting is duly given.
- 1.13.5 A Director is entitled to attend and speak at a general meeting, notwithstanding that he is not a member. The chairman of a general meeting may invite persons to attend and speak at such general meeting who are not members or otherwise entitled to attend and speak at general meetings.
- 1.13.6 The Board may make security arrangements which it considers appropriate for the holding of a general meeting, including without limitation, requirements for evidence of identity to be produced by those attending, arranging for any person to be searched and for items of personal property which may be taken into a general meeting to be restricted. A Director or the company secretary may refuse entry to any person who fails to comply with such arrangements.