

Articles of Association

of

OVO Group Ltd

Company number: 08862063

(Private company limited by shares)

as adopted by written special resolution passed on 15 December
2022



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Company number: 08862063

The Companies Act 2006

Private company limited by shares

Articles of Association

of

OVO Group Ltd ("the Company")

(as adopted by written special resolution passed on [●] [2022])

PART A

Interpretation, limitation of liability and other miscellaneous provisions

1. Preliminary

Notwithstanding any other provision of these Articles, no regulations for management of the Company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation made pursuant to a statute (including, but not limited to, the regulations contained in the model articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time)) shall apply to the Company. The following shall be the Articles of the Company.

2. Defined terms

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"A Consent" means the written consent of the holders of more than 50% of the A Ordinary Shares for the relevant time being in issue.

"A Ordinary Shares" means the A ordinary shares of £0.00001 each in the capital of the Company.

"Acts" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company.

"alternate" or **"alternate director"** means an alternate appointed by a director in accordance with Article 42 (*Appointment and removal of alternates*).

"appointor" has the meaning set out in Article 41 (*Appointment and removal of alternates*).

"Approved Offer" means an irrevocable offer in writing which:

- (a) is on terms providing for a distribution of proceeds in accordance with Article 7.3(a);
- (b) provides for cash consideration in pounds sterling only;
- (c) subject to Article 19.4 (*Registration*), does not require:
 - (i) in the case of an offer pursuant to Article 17.1 (*Tag along*), the shareholders subject to that offer other than the Proposed Tag Transferor;
 - (ii) in the case of an offer pursuant to Article 18.1 (*Drag along*), the relevant Called Shareholders,

(as applicable and being, for the purposes of this definition, the **"Approved Offerees"**) to give warranties or indemnities (other than a warranty as to ownership of their shares, such shares being free of encumbrances and capacity);

- (d) save as provided in the other paragraphs of this definition and unless (i) the Majority Sellers or the Proposed Tag Transferor (as applicable) and (ii) the relevant Approved Offerees otherwise agree, provides for all of the shares to be acquired on the same terms; and
- (e) is only subject to bona fide conditions (including mandatory regulatory approvals or clearances) and such conditions (i) do not have a materially adverse effect on any transferor that (in the case of Article 17) is not a Proposed Tag Transferor or (in the case of Article 18) is a Called Shareholder that is disproportionate to the effect on the other shareholders; and (ii) are to be satisfied within the period of nine months from the date upon which that binding documentation is entered into in respect of such sale.

"Articles" means the Company's articles of association as altered or varied from time to time (and **"Article"** means a provision of the Articles).

"Associate" means, in respect of a person:

- (a) a Privileged Relation of the relevant person;
- (b) a Family Trust of the relevant person;
- (c) any nominee or bare trustee for the relevant person or any other Associate of the relevant person;
- (d) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
- (e) any person with whom the relevant person or any Associate of the relevant person pursuant to paragraphs (a) to (d) is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 Corporation Tax Act 2010; and
- (f) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Takeovers and Mergers as for the relevant time being current).

"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.

"B Ordinary Shares" means the B1 ordinary shares of £0.00001 each in the capital of the Company or any subsequent class of shares designated as B Ordinary Shares by the Board.

"B Share Allocation" means, for each class of B Ordinary Shares, the amount calculated in accordance with Article 7.2(d) save that, in the context of and for the purposes of Article 7.3, any reference to:

- (a) the "Number of Vested B Ordinary Shares" shall refer to the number of Vested B Ordinary Shares being sold pursuant to the transfer(s); and
- (a) the "Distributable Amount" shall refer to the relevant Sale Proceeds.

"Bad Leaver" means a Leaver who ceases to be an Employee where such cessation occurs by way of dismissal for gross misconduct, fraud or material breach of his contract of employment or consulting contract.

"Base Value" means, for each class of D Ordinary Shares, the value specified in Article 7.2(b) in respect of that class.

"Board" means the board of directors of the Company from time to time.

"Board Invitee" means such person (being an Employee Trust or an existing or prospective Employee) as the Board may nominate (but excluding a director, a shareholder or an Associate of a director or shareholder, save with Investor Approval).

"C Ordinary Shares" means the C ordinary shares of £0.00001 each in the capital of the Company.

"CA2006" means the Companies Act 2006.

"call" has the meaning set out in Article 47.1 (*Call notices*).

"call notice" has the meaning set out in Article 47.1 (*Call notices*).

"call payment date" has the meaning set out in Article 52 (*Failure to comply with call notice: automatic consequences*).

"Called Shareholders" has the meaning set out in Article 18.1 (*Drag along*).

"Called Shares" has the meaning set out in Article 18.1 (*Drag along*).

"capitalised sum" has the meaning set out in Article 69 (*Authority to capitalise and appropriation of capitalised sums*).

"Cessation Date" means the date on which a Leaver ceases to be an Employee.

"Chairman" means the chairman of the Board appointed pursuant to Article 34 (*Chairing of directors' meetings*).

"chairman of the meeting" has the meaning set out in Article 73.3 (*Chairing general meetings*).

"Companies Acts" has the meaning set out in Section 2 of the CA2006.

"Company's lien" has the meaning set out in Article 45.1 (*Company's lien*).

"Conflict Situation" has the meaning set out in Article 35.1 (*Authorisation of conflicts of interest*).

"Conflicted Director" has the meaning set out in Article 35.1 (*Authorisation of conflicts of interest*).

"Controllers" has the meaning set out in Article 13.5(a) (*Change of control of corporate Member*).

"Controlling Interest" means an interest in shares (as defined in Schedule 1 of the CA2006) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue.

"Conversion" means the conversion of Preferred Shares into A Ordinary Shares pursuant to Article 20 (and **"Converted"** shall be construed accordingly).

"Conversion Date" has the meaning set out in Article 20.1 (*Conversion of Preferred Shares*).

"D Ordinary Shares" means the D1, D2, D3, D4 and D5 ordinary shares of £0.00001 each in the capital of the Company.

"D Share Allocation" means, for each class of D Ordinary Shares, the amount calculated in accordance with Article 7.2(b)(*Capital*), save that, in the context of and for the purposes of Article 7.3, any reference to:

- (a) the "Number of Vested D Ordinary Shares" shall refer to the number of Vested D Ordinary Shares being sold pursuant to the transfer(s); and
- (b) the "Distributable Amount" shall refer to the relevant Sale Proceeds.

"Date of Issue" means, in respect of a Preferred Share, the date of issue of such Preferred Share or, if such Preferred Share was issued as an A Ordinary Share and subsequently converted to and/or re-designated as a Preferred Share, the date of such conversion and/or re-designation.

"Debt Security" means any debt security, or any other instrument or agreement (including facility or other loan agreement) evidencing indebtedness and any right or entitlement (in whatever form) to acquire the same whether by subscription, conversion, exchange or otherwise (and, in the case of a facility or other loan agreement, references in Article 8.2(b) to the issue or grant of Debt Securities or other analogous terms shall be construed as the entry into the relevant loan documentation and the making of such loan or equivalent terms).

"Deemed Transfer Notice" has the meaning set out in Article 15.1 (*Pre-emption procedure on a transfer*).

"Deemed Transfer Notice Date" has the meaning set out in Article 14.1(c) (*Transfer by Leaver*).

"Deferred Shares" means the deferred shares of £0.00001 each in the capital of the Company.

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

"Disposal" means the sale or other disposal (whether by one transaction or a series of related transactions) of 50% or more of the business and assets of the Company.

"Distributable Amount" has the meaning set out in Article 7.2 (*Capital*).

"distribution recipient" has the meaning set out in Article 64 (*Payment of dividends and other distributions*).

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form.

"E Ordinary Shares" means the E1 ordinary shares of £0.00001 each in the capital of the Company.

"E Share Allocation" means the amount calculated in accordance with Article 7.2(c), save that, in the context of and for the purposes of Article 7.3, any reference to:

- (a) the "Number of Vested E Ordinary Shares" shall refer to the number of Vested E Ordinary Shares being sold pursuant to the transfer(s); and
- (b) the "Distributable Amount" shall refer to the relevant Sale Proceeds.

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question).

"Employee" means a person who at the date of the adoption of these Articles or subsequently is employed by, or is a consultant to, any Group Company.

"Employee Trust" means the trust that can be established by the Board to encourage or facilitate the holding of shares in the Company by bona fide employees of any Group Company or by any section of such employees, the trustees of which shall be such persons as the Board shall agree.

"Equity Fundraising Proceeds" means, for the purposes of calculating the B Share Allocation, D Share Allocation or the E Share Allocation respectively, the aggregate proceeds received or receivable by the Company pursuant to one or more fundraisings by the Company by way of subscription for new shares in the capital of the Company on or after the date on which the relevant class of B Share, D Share or E Share (as applicable) is first issued.

"Equity Shares" means the Preferred Shares, the A Ordinary Shares and the C Ordinary Shares.

"Exit" means a Sale, a Disposal, a Listing or any other transfer of shares to which Article 7.3(a) applies.

"Exit Notice" has the meaning set out in Article 18.2 (*Drag along*).

"Exit Option" has the meaning set out in Article 18.1 (*Drag along*).

"Family Trust" means a trust under which:

- (a) no immediate beneficial interest in the shares held by it or income from such shares is for the time being or may in the future be vested in any person other than:
 - (i) the settlor or a Privileged Relation of such settlor; or
 - (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in the shares or the income from them when the trust is created but may become so interested if there are no other beneficiaries from time to time except another charity or charities); and
- (b) no power or control over the voting powers conferred by the shares held by it is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the settlor or a Privileged Relation of such settlor.

"Former Leaver's Shares" means any Leaver's Shares acquired by the holder of the majority of the A Ordinary Shares pursuant to Article 15.8(a), which have not been converted into A Ordinary Shares.

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities.

"Good Leaver" means:

- (a) a person who ceases to be an Employee where such cessation occurs for one of the following reasons:
 - (i) that person's death;
 - (ii) illness or disablement of that person giving rise to a permanent incapacity to continue in employment;
 - (iii) cessation of employment considered by the Board to be by way of retirement; and
 - (iv) that person's employment ceasing by way of redundancy; or
- (b) a person who ceases to be an Employee where the Board resolves that such person is to be treated as a "Good Leaver" in circumstances where such person would not, but for this provision, be a Good Leaver.

"Group" means the Company and its Subsidiaries (if any) for the time being and **"Group Company"** means any of them.

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

"Insolvency Event" means, in relation to a body corporate:

- (a) any procedure being commenced with a view to the winding-up or re-organisation of such person (other than for the purpose of a solvent amalgamation or reconstruction with prior A Consent, such approval not to be unreasonably withheld or delayed), where that procedure (unless commenced by that person) is not terminated or discharged within 30 working days;
- (b) any procedure being commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to such person or all or substantially all of its assets where that procedure (unless commenced by that person) is not terminated or discharged within 30 working days;
- (c) the holder of any security over all or substantially all of the assets of that person takes any step to enforce that security where that enforcement is not discontinued within 30 working days;
- (d) all or substantially all of the assets of that person being subject to attachment, sequestration, execution or any similar process where that process is not terminated or discharged within 30 working days;
- (e) that person being unable to pay its debts as they fall due;
- (f) that person entering into a composition or arrangement with its creditors or any class of them, including, but not limited to, a company voluntary arrangement or a deed of arrangement; or
- (g) that person entering into, whether by the board of directors (or equivalent) or otherwise, any procedure analogous under the laws of any jurisdiction to the procedures set out in paragraphs (a) to (f) above;

"instrument" means a document in hard copy form.

"Investor" means a person who is the holder of a Preferred Share or an A Ordinary Share.

"Investor Approval" means the prior consent or approval in writing of an Investor Majority of each Relevant Investor.

"Investor Director" means a director appointed pursuant to Article 22.4 (*Methods of appointing*

directors).

"Investor Group" means where the shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an **"Investment Fund"**) or is a nominee or subsidiary of that Investment Fund or its Fund Manager:

- (a) a company, any parent undertaking or subsidiary undertaking of that Investment Fund, or any subsidiary undertaking of any parent undertaking of that Investment Fund; or
- (b) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- (c) any Investment Fund managed or advised by that Fund Manager;
- (d) any parent undertaking or subsidiary undertaking of that Fund Manager, or any subsidiary undertaking of any parent undertaking of that Fund Manager; or
- (e) any trustee, nominee or custodian of such Investment Fund and vice versa,

and, for the avoidance of doubt, at the date of adoption of these Articles of Association, Mayfair Olympic Holdco Limited and Mayfair Galahad Holdco Limited shall constitute an Investor Group.

"Investor Majority" means in respect of Relevant Investors, the holders of not less than 50% of the Equity Shares held by the Relevant Investors (or, where the context so requires, 50% of the Equity Shares held by the applicable Relevant Investor).

"Leaver" means an Employee who ceases to be so for whatever reason (including death) and does not continue to be an Employee by reason of his status in relation to any Group Company (including a Subsidiary ceasing to be a member of the Group).

"Leaver's Shares" means in relation to a Leaver, all shares in the capital of the Company held by him or his Privileged Relations or their Family Trusts, or any nominees of them, other than shares held by Privileged Relations that the Board declares itself satisfied were not acquired either directly or indirectly from the Leaver or by reason of the Privileged Relation's connection with the Leaver and the decision of the Board in this respect will, in the absence of manifest error, be final and binding.

"Listing" means the admission and trading of the issued share capital of the Company on a Stock Exchange and the Listing shall be treated as occurring on the day on which trading in the securities began.

"Listing Price" means, in connection with a Listing, the price at which shares are admitted to trading at the point of such Listing.

"Majority Sellers" has the meaning set out in Article 18.1 (*Drag along*).

"Majority Sellers' Shares" has the meaning set out in Article 18.1 (*Drag along*).

"Market Price" means the market value of the shares concerned on the following assumptions and bases:

- (a) to have regard to the rights and restrictions attached to the shares in respect of income, capital and transfer;
- (b) to assume that the sale is on an arms' length basis between a willing vendor and a willing purchaser;
- (c) to disregard whether or not the shares represent a minority or majority interest;
- (d) to take no account of whether the shares do or do not carry control of the Company; and
- (e) if the Company is then carrying on business as a going concern, to assume that it will continue to do so in the same manner as immediately prior to the date of the Voluntary Transfer Notice or Deemed Transfer Notice giving rise to the valuation.

"Minimum Qualifications" means in respect of a proposed Investor Director or a proposed

alternate of an Investor Director, the requirement that such person must:

- (a) be a director, officer, member or employee of an Investor or any entity which is a shareholder, manager or adviser of any Investor;
- (b) not have been refused any licence or other authorisation by any governmental, administrative, regulatory body or authority, and no such body or authority has revoked such a licence or authorisation; and
- (c) not have been convicted of any criminal offence in any jurisdiction (excluding minor road traffic matters).

"Mitsubishi Investor" means:

- (a) Mitsubishi Corporation, a general trading company (sogo shosha) incorporated in Japan with registration number 0199-01-008771, whose registered office is at 3-1, Marunouchi 2-Chome, Chiyoda-ku, Tokyo, 100-8086, Japan ("**Mitsubishi**"); or
- (b) any member of Mitsubishi's Wholly-owned Group,

in each case, provided that it is a member of the Company;

"Mitsubishi Shareholder" means, from time to time, the Mitsubishi Investor which holds the largest number of voting rights conferred by shares;

"Net Surplus Assets" has the meaning set out in Article 7.3(c) (*Exit Provisions*).

"Non-Relevant Securities" means:

- (a) the grant of options to subscribe for shares (other than A Ordinary Shares, Preferred Shares, B Ordinary Shares, D Ordinary Shares or E Ordinary Shares) under a Share Incentivisation Scheme provided that, following the issue of those shares, no Former Leaver's Shares will remain held by the holder of any A Ordinary Shares immediately after such grant and the number of:
 - (i) shares (other than A Ordinary Shares, B Ordinary Shares, Preferred Shares, D Ordinary Shares or E Ordinary Shares) in issue; and
 - (ii) shares (other than A Ordinary Shares, B Ordinary Shares, Preferred Shares, D Ordinary Shares or E Ordinary Shares) which would be required to be issued and allotted if all outstanding options to subscribe for such shares were exercisable and had been exercised immediately prior to the relevant time,

does not in aggregate exceed 10% of the number of A Ordinary Shares (including Preferred Shares on an as Converted basis) and C Ordinary Shares at such time;

- (b) shares issued in order for the Company to comply with its obligations under the Articles (other than Article 8 (Further issues of shares));
- (c) any shares (other than A Ordinary Shares, B Ordinary Shares, Preferred Shares, D Ordinary Shares or E Ordinary Shares) to be allotted and issued to an Employee or Employee Trust provided that, following the issue of those shares, no Former Leaver's Shares will remain held by the holder of any A Ordinary Shares immediately after such grant and the number of:
 - (i) shares (other than A Ordinary Shares, B Ordinary Shares, Preferred Shares, D Ordinary Shares or E Ordinary Shares) in issue; and
 - (ii) shares (other than A Ordinary Shares, B Ordinary Shares, Preferred Shares, D Ordinary Shares or E Ordinary Shares) which would be required to be issued and allotted if all outstanding options to subscribe for such shares were exercisable and had been exercised immediately prior to the relevant time,

does not in aggregate exceed 10% of the number of A Ordinary Shares (including Preferred Shares on an as Converted basis) and C Ordinary Shares at such time;

- (d) shares or securities convertible into shares issued, with prior Investor Approval, in consideration of an acquisition by the Company of any company or business; and
- (e) the grant of options to subscribe for, or the allotment or issue of, any number of B

Ordinary Shares, D Ordinary Shares or E Ordinary Shares.

"Offered Shares" has the meaning set out in Article 15.2 or Article 15.3 (*Pre-emption procedure*), as applicable.

"Offeror" has the meaning set out in Article 17 (*Tag along*).

"Original Subscription Price" means, in respect of any shares, the original subscription price (including any premium) paid for that share as adjusted for any Reorganisation of the Company's share capital carried out after such price was paid.

"paid" means paid or credited as paid.

"participate" in relation to a directors' meeting, has the meaning set out in Article 31 (*Participation in directors' meetings*).

"partly paid" in relation to a share, means that part of that share's nominal value or any premium at which it was issued that has not been paid to the Company.

"Permitted Transfer" has the meaning set out in Article 11 (*Prohibited transfers*).

"persons entitled" has the meaning set out in Article 69.1 (*Authority to capitalise and appropriation of capitalised sums*).

"Pre-emption Purchasers" has the meaning set out in Article 15.10 (*Pre-emption procedure*) and **"Pre-emption Purchaser"** means any one of them.

"Preference Amount" means, in respect of a Preferred Share, an amount equal to:

- (a) the Subscription Price:
plus
- (b) an amount equal to 10% per annum of the Subscription Price, accruing daily from (and including) the Date of Issue of such Preferred Shares up to (and including) the date of the distribution, return of capital or Exit, as applicable (calculated on a cumulative basis, compounding on each anniversary of the Date of Issue of such Preferred Share);
less
- (c) any amount or amounts already distributed or otherwise returned to the holder from time to time of such Preferred Share in its capacity as a holder of Preferred Shares (including without limitation pursuant to Article 7.1(a) or Article 7.2(a)(i)).

"Preferred Shares" means the Preferred Shares of £0.00001 each in the capital of the Company.

"Privileged Relation" means in relation to any individual member or deceased or former individual member, the spouse, civil partner, widow, widower or surviving civil partner of the member and the member's children and grandchildren (including step and adopted children and step and adopted children of the member's children).

"Prohibited Transferee" means any person which is, or is connected with, or controlled by:

- (a) a person resident or established in any jurisdiction identified from time to time by the Financial Action Taskforce as a high-risk and/or non-cooperative jurisdiction; and/or
- (b) any Politically Exposed Person or any person subject to any sanctions legislation; and/or
- (c) any person involved in the production and/or sale of arms,

and, for this purpose a **"Politically Exposed Person"** is an individual who is, or has in the previous year been, in a prominent public function, including Associates or persons known to be close associates of such individuals and **"control"** shall have the same meaning as in sections 450 and 451 Corporation Tax Act 2010.

"Proposed Tag Transferor" has the meaning set out in Article 17.1 or Article 17.3 (*Tag along*) (as applicable);

"proxy notice" has the meaning set out in Article 79 (*Content of proxy notices*).

"relevant director" means any director or former director of the Company or any other Group Company.

"Relevant Investor" means an Investor or an Investor Group that holds (either alone or together with its Affiliates or Investor Group) a majority of the Preferred Shares in issue from time to time or 10% or more of the A Ordinary Shares in issue from time to time.

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, secretary or other officer in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any other Group Company, any pension fund (including any occupational pension scheme) or any employees' share scheme of the Company or any other Group Company.

"Relevant Proportion" means, in respect of a holder of A Ordinary Shares or Preferred Shares, the proportion (expressed as a percentage) of the total number of A Ordinary Shares and Preferred Shares (for this purpose, treated as a single class) that are held by that shareholder.

"relevant rate" has the meaning set out in Article 51.2 (*Failure to comply with call notice: automatic consequences*).

"Relevant Securities" means all:

- (a) shares;
- (b) rights to subscribe for or to receive shares for no consideration; or
- (c) all securities convertible into shares,

but excluding Non-Relevant Securities.

"Reorganisation" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or sub-division or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any outstanding shares of the Company.

"Sale" means the sale or other disposal (whether by one transaction or a series of related transactions) of 50% or more of the A Ordinary Shares in issue for the time being but excluding (a) any Disposal; and (b) any sale or disposal in which the transferor controls, is controlled by, or is under common control with the transferee (where "control" has the meaning given to it in sections 450 and 451 of the Corporation Tax Act 2010).

"Sale Price" has the meaning set out in Article 15.6 (*Pre-emption procedure*).

"Secured Institution" has the meaning given to it in Article 38A (*Transfer of shares and pre-emption on transfer in relation to security held by a secured institution*).

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Share Incentivisation Scheme" means any share scheme of the Company for the incentivisation and/or reward of current and/or prospective Employees of the Company and any Group Company.

"shareholder" or **"member"** means a person who is the holder of a share.

"shares" means shares in the Company.

"Stock Exchange" means The London Stock Exchange plc (including the Main Market and the Alternative Investment Market operated by The London Stock Exchange plc), ICAP Securities and Derivatives Exchange Limited (including the ISDX Main Board and ISDX Growth Market operated by ICAP Securities and Derivatives Exchange Limited) or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000), any recognised overseas investment exchange (as defined by Section 292, Financial Services and Markets Act 2000) or any investment exchange included in the Financial Conduct Authority's list of designated investment exchanges and their respective share dealing markets.

"Subscription Price" means, in respect of each Preferred Share, the amount that is:

- (a) paid up or credited as paid up (including premium) for such Preferred Share; or

- (b) in the case of any Preferred Share issued or created (by the conversion and/or redesignation of A Ordinary shares) on or before the date of these Articles, £21.0329.

"Subsidiary" means a subsidiary (as defined in Section 1159 of the CA2006) or a subsidiary undertaking (as defined in Section 1162 of the CA2006) and **"Subsidiaries"** shall be construed accordingly.

"Third Party Purchaser" has the meaning set out in Article 18.1 (*Drag along*).

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law.

"Unvested Share" means a B Ordinary Share, C Ordinary Share, D Ordinary Share or E Ordinary Share (other than a Vested B Ordinary Share, Vested C Ordinary Share, Vested D Ordinary Share or Vested E Ordinary Share).

"Valuation Determination Process" means the determination of the Market Price by reference to:

- (a) the Valuation Report received by the Company on a date that is closest to but prior to the relevant Cessation Date; or
- (b) where no Valuation Report has been commissioned by the Company or the Board, acting reasonably, considers that the relevant Valuation Report does not reflect the Market Price of such Leaver's Shares as at the Cessation Date, the Board shall refer determination of the Market Price to a Valuer.

"Valuation Report" means an independent valuation report commissioned by the Board from time to time in respect of the Market Price of shares.

"Valuer" means:

- (a) the auditor of the Company; or
- (b) (if the auditor declines to act for such purpose or, where the appointment is pursuant to Articles 9, 15.3, 15.6(b) or 20.8, if the person(s) in disagreement with the Company the person(s) in disagreement with the Company the person(s) in disagreement with the Company so requires by written notice to the Company) an independent accountant nominated by agreement between the Board and the person(s) in disagreement with the Company in relation to a particular matter or, failing agreement within 10 working days, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales.

"Vested B Ordinary Shares" means any B Ordinary Shares which have become Vested Shares as defined in and in accordance with the agreement in relation to such shares between the relevant employee shareholder and, inter alia, the Company, or which the Board otherwise determines on a Sale or Listing to be Vested B Ordinary Shares (in its absolute discretion).

"Vested C Ordinary Shares" means any C Ordinary Shares which have become Vested Shares as defined in and in accordance with the agreement in relation to such shares between the relevant employee shareholder and, inter alia, the Company, or which the Board otherwise determines on a Sale or Listing to be Vested C Ordinary Shares (in its absolute discretion).

"Vested D Ordinary Shares" means any D Ordinary Shares which have become Vested Shares as defined in and in accordance with the agreement in relation to such shares between the relevant employee shareholder and, inter alia, the Company, or which the Board otherwise determines on a Sale or Listing to be Vested D Ordinary Shares (in its absolute discretion).

"Vested E Ordinary Shares" means any E Ordinary Shares which have become Vested Shares as defined in and in accordance with the agreement in relation to such shares between the relevant employee shareholder and, inter alia, the Company, or which the Board otherwise determines on a Sale or Listing to be Vested E Ordinary Shares (in its absolute discretion).

"Vested Equity Shares" means the A Ordinary Shares and the Vested C Ordinary Shares.

"Vested Share Aggregate Listing Number" means, in respect of each relevant class of share, a number calculated as:

$$(A/B) \times C$$

Where:

- A = the aggregate amount that the holders of such class of share would have been entitled to receive on a Sale of all of the shares in issue at the relevant time in accordance with Article 7.3(a) (where, for this purpose, the Sale Proceeds shall be deemed to be equal to the Listing Price multiplied by C);
- B = the Listing Price multiplied by C; and
- C = the total number of ordinary shares of £0.00001 each in the capital of the Company immediately after the conversions and share issues referred to in Article 7.3(d).

"Vested Share Conversion Listing Number" means, in respect of each relevant class of share:

- (a) the Vested Share Aggregate Listing Number; or
 - (b) the aggregate number of shares of such class immediately prior to the Listing,
- whichever is the lower.

"Voluntary Transfer Notice" has the meaning set out in Article 15.3 (*Pre-emption procedure on a transfer*).

"Wholly-owned Group" means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate) with all such terms construed in accordance with the CA2006.

"working day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"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 and **"written"** shall be construed accordingly.

3. Interpretation

3.1 In these Articles:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) **"transfer of shares"** or any similar expression shall be deemed to include, in respect of a share in the capital of the Company:
 - (A) any sale or other disposition of the legal or equitable interest in a share (including any voting right attached to a share);
 - (B) the creation of any mortgage, charge, pledge or other encumbrance over any legal or equitable interest in a share;
 - (C) any direction by a person entitled to an allotment or issue of shares that a share be allotted or issued to some other person; and
 - (D) any grant of an option to acquire, or agreement to enter into a grant of an option to acquire, any legal or equitable interest in a share;
 - (ii) **"person"** includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality);
- (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles;
- (d) general words shall not be given a restrictive meaning;

- (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and
- (e) for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the CA2006, shares registered in the name of a person (or its nominee) by way of security or in connection with the taking of security shall be treated as held by the person providing the security and shares held by a person as nominee for another shall be treated as held by the other.

3.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions contained in these Articles shall have the same meaning as in the CA2006 as in force from time to time.

4. **Liability of members**

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

5. **Domicile**

The Company's registered office is to be situated in England and Wales.

Share capital, rights and transfers

6. **Share capital**

6.1 As at the date of adoption of these Articles, the share capital of the Company is divided into A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares, Deferred Shares and Preferred Shares.

6.2 The shares of each class of shares shall entitle the holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these Articles.

6.3 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may, by ordinary resolution, issue shares with such rights or restrictions as may be determined.

6.4 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 Board may determine the terms, conditions and manner of redemption of any such shares.

6.5 Shares may be issued by the Company which are nil, partly or fully paid.

6.6 The Company may pay any person a commission in consideration for that person subscribing, or agreeing to subscribe, for shares or procuring, or agreeing to procure, subscriptions for shares. Any such commission may be paid in cash, or in fully paid or partly paid shares or other securities, or partly in one way and partly in the other and in respect of a conditional or an absolute subscription.

7. **Rights attaching to shares**

7.1 **Income**

(a) *Preferred Shares and A Ordinary Shares*

In the event that the Company or Board determines to distribute any profits of the Company, the declared distribution shall be distributed amongst the holders of the Preferred Shares and the A Ordinary Shares pro rata (as if the Preferred Shares and A Ordinary Shares constituted a single class) according to the number of Preferred Shares and A Ordinary Shares held by them.

(b) *Other share classes*

Save as set out in these Articles, no class of share other than the Preferred Shares and the A Ordinary Shares shall have any entitlement to a dividend or any other distribution.

7.2 Capital

- (a) On a return of assets on a liquidation, capital reduction, any other distribution of capital or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company remaining after the payment of its liabilities (the "**Distributable Amount**") shall be distributed as follows:
- (i) firstly, in paying to each of the holders of the Preferred Shares their respective Preference Amount (if any);
 - (ii) secondly, in paying to each of the holders of the Vested D Ordinary Shares the lower of:
 - (A) their respective allocation of the relevant D Share Allocation (if any); and
 - (B) £10 million per Vested D Ordinary Share;
 - (iii) thirdly, in paying to each of the holders of the Vested E Ordinary Shares the lower of:
 - (A) their respective allocation of the E Share Allocation (if any); and
 - (B) £10 million per Vested E Ordinary Share;
 - (iv) fourthly, in paying to each of the holders of the Vested B Ordinary Shares the lower of:
 - (A) their respective allocation of the relevant B Share Allocation (if any); and
 - (B) £10 million per Vested B Ordinary Share;
 - (v) fifthly, in paying to the holders of the Vested Equity Shares £10 million per Vested Equity Share or, if the balance of the Distributable Amount is less than £10m multiplied by the number of such Vested Equity Shares, such balance to be apportioned between such persons pro rata to the number of Vested Equity Shares held by them;
 - (vi) sixthly, in paying to the holder of each Deferred Share the amount paid up on such Deferred Share; and
 - (vii) seventhly, in paying to the holders of the Vested Equity Shares the balance of the Distributable Amount, such payment to be apportioned between such persons pro rata to the number of Vested Equity Shares held by them.
- (b) Subject to Article 7.2(h), the D Share Allocation for each class of D Ordinary Shares shall be calculated using the following formula:

$$\sum_i^n \frac{\text{Vested D Ordinary Shares}_i}{\text{Base Value}_i} \times DV_i$$

Where:

- "i" is the relevant class of D Ordinary Shares
- "n" is the total number of classes of D Ordinary Shares in issue
- If $i = n$, then " DV_i " = $\max(10\% \times (\text{Distributable Amount} - \text{D Hurdle Value}_i - \text{EFP}), 0)$
- If $i < n$, then " DV_i " = $\max(10\% \times (\text{D Hurdle Value}_{i+1} - \text{D Hurdle Value}_i), 0)$
- "Base Value₁" = 1,000,000
- "Base Value₂" = 1,906,891
- "Base Value₃" = 2,321,928
- "Base Value₄" = 2,405,992

- "Base Values" = 2,711,495
- "D Hurdle Value₁" = 80,000,000
- "D Hurdle Value₂" = 150,000,000
- "D Hurdle Value₃" = 200,000,000
- "D Hurdle Value₄" = 275,000,000
- "D Hurdle Value₅" = 325,000,000
- EFP is the value of any Equity Fundraising Proceeds

- (c) Subject to Article 7.2(h), the E Share Allocation shall be calculated using the following formula:

$$\frac{\text{Number of Vested E Ordinary Shares}}{2,711,495} \times 10\% \times (\text{Distributable Amount} - \text{E Hurdle Value} - \text{EFP})$$

Where:

- "E Hurdle Value" = 400,000,000
 - EFP is the value of any Equity Fundraising Proceeds
- (d) Subject to Article 7.2(h), the B Share Allocation for B1 Ordinary Shares shall be calculated using the following formula:

$$\begin{aligned} & \text{Number of Vested B1 Ordinary Shares} \\ & \times \left[\frac{\max((\text{Distributable Amount} - \text{EFP} - \text{B Hurdle Value}_1, 0))}{1,000,000} \right] \end{aligned}$$

Where

- "B Hurdle Value₁" = 1,100,000,000
- EFP is the value of any Equity Fundraising Proceeds

Subject to Article 7.2(h), the B Share Allocation for each subsequent class of B Ordinary Shares shall be calculated using the following formula:

$$\begin{aligned} & \text{Number of Vested B Ordinary Shares}_j \\ & \times \left[\frac{\max(\min(\text{Distributable Amount} - \text{EFP}, \text{B Target Value}_j) - \text{B Hurdle Value}_j, 0)}{1,000,000} \right. \\ & \quad \left. + \frac{\max(\text{Distributable Amount} - \text{B Target Value}_j - \text{EFP}, 0)}{4,000,000} \right] \end{aligned}$$

Where:

- "j" is the relevant class of B Ordinary Shares
 - "n" is the total number of classes of B Ordinary Shares in issue
 - "B Hurdle Value₂" = 1,320,000,000
 - "B Target Value₂" = 1,901,000,000
 - "B Hurdle Value₃" = 1,500,000,000
 - "B Target Value₃" = 2,300,000,000
 - EFP is the value of any Equity Fundraising Proceeds
- (e) For the purposes of Article 7.2(a)(ii)(A), each D Share Allocation shall be apportioned

between the holders of Vested D Ordinary Shares in the relevant class pro rata to the number of Vested D Ordinary Shares of that class held by them.

- (f) For the purposes of Article 7.2(a)(iii)(A), the E Share Allocation shall be apportioned between the holders of Vested E Ordinary Shares pro rata to the number of Vested E Ordinary Shares held by them.
- (g) For the purposes of Article 7.2(a)(iv)(A), each B Share Allocation shall be apportioned between the holders of Vested B Ordinary Shares in the relevant class pro rata to the number of Vested B Ordinary Shares of that class held by them.
- (h) Notwithstanding any other provision of these Articles, the aggregate of the B Share Allocations, D Share Allocations and the E Share Allocation paid to holders of B Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall not be more than 10% of the Distributable Amount. If the aggregate of such B Share Allocations, D Share Allocations and E Share Allocation exceeds 10% of the Distributable Amount, then each individual holder's allocation of the relevant B Share Allocation, D Share Allocation and E Share Allocation shall be reduced proportionally such that the aggregate of the B Share Allocations, D Share Allocations and E Share Allocation equals 10% of the Distributable Amount.

7.3 **Exit provisions**

Sale

- (a) Upon a Sale, the members who transfer their shares in such Sale will be entitled to share in the aggregate proceeds of such transfer(s) (the "**Sale Proceeds**") in the following manner and order of priority:
 - (i) firstly, in paying to each of the holder of each Preferred Share being sold pursuant to the transfer(s) the Preference Amount (if any) in respect of such Preferred Share;
 - (ii) secondly, in paying to the holder of each Vested D Ordinary Share being sold pursuant to the transfer(s) the lower of:
 - (A) their respective allocation of the relevant D Share Allocation (if any); and
 - (B) £10 million per Vested D Ordinary Share;
 - (iii) thirdly, in paying to the holder of each Vested E Ordinary Share being sold pursuant to the transfer(s) the lower of:
 - (A) their respective allocation of the E Share Allocation (if any); and
 - (B) £10 million per Vested E Ordinary Share;
 - (iv) fourthly, in paying to the holder of each Vested B Ordinary Share being sold pursuant to the transfer(s) the lower of:
 - (A) their respective allocation of the relevant B Share Allocation (if any); and
 - (B) £10 million per Vested B Ordinary Share;
 - (v) fifthly, in paying to the holder of each Vested Equity Share being sold pursuant to the transfer(s) £10 million in respect of such Vested Equity Share or, if the balance of the Sale Proceeds is less than £10m multiplied by the total number of such Vested Equity Shares, such balance to be apportioned between such persons pro rata to the number of Vested Equity Shares being sold by them pursuant to the transfer(s);
 - (vi) sixthly, in paying to the holder of each Deferred Share being sold pursuant to the transfer(s) the amount paid up on such Deferred Share;
 - (vii) seventhly, in paying to the holders of Vested Equity Shares participating in the transfer(s) the balance of the Sale Proceeds, such payment to be apportioned

between such holders of Vested Equity Shares pro rata to the number of Vested Equity Shares being sold by them pursuant to the transfer(s).

For the purposes of Article 7.3(a)(ii)(A), each D Share Allocation shall be apportioned between the holders of Vested D Ordinary Shares in the relevant class pro rata to the number of Vested D Ordinary Shares of that class being sold by them pursuant to the transfer(s).

For the purposes of Article 7.3(a)(iii)(A), the E Share Allocation shall be apportioned between the holders of Vested E Ordinary Shares pro rata to the number of Vested E Ordinary Shares being sold by them pursuant to the transfer(s).

For the purposes of Article 7.3(a)(iv)(A), each B Share Allocation shall be apportioned between the holders of Vested B Ordinary Shares in the relevant class pro rata to the number of Vested B Ordinary Shares of that class being sold by them pursuant to the transfer(s).

- (b) Notwithstanding any other provision of these Articles, the aggregate of the B Share Allocations, D Share Allocations and E Share Allocation paid to holders of B Ordinary Shares, D Ordinary Shares and E Ordinary Shares upon a Sale shall not be more than 10% of the Sale Proceeds. If the aggregate of the B Share Allocations, D Share Allocations and E Share Allocation exceeds 10% of the Sale Proceeds, then each individual holder's allocation of the relevant B Share Allocation, D Share Sale Allocation and E Share Sale Allocation shall be reduced proportionally such that the aggregate of the B Share Allocations, D Share Sale Allocations and E Shares Sale Allocation equals 10% of the Sale Proceeds.

Disposal

- (c) Upon a Disposal, the surplus assets of the Company remaining after payment of its liabilities (the "**Net Surplus Assets**") shall be distributed (to the extent that the Company is lawfully permitted to do so) in the manner and order of priority set out in Article 7.2 (as if references in that Article to the Distributable Amount were to the Net Surplus Assets) provided always that if it is not lawful for the Company to make such a distribution, the members shall take any action required by the Board (acting reasonably and in good faith) (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution of the Net Surplus Assets in the manner and order of priority set out in Article 7.2.

Listing

- (d) Immediately prior to a Listing:
- (i) each Preferred Share and each A Ordinary Share shall automatically (without the need for a shareholders' resolution notwithstanding any other provision of these Articles) convert into and be re-designated as an ordinary share of £0.00001 each in the capital of the Company;
 - (ii) the Company shall issue to the holders of Preferred Shares (pro rata to their holdings of Preferred Shares) such number of ordinary shares of £0.00001 each in the capital of the Company (if any) as is equal to the aggregate Preference Amount for all of the Preferred Shares in issue immediately prior to the Listing divided by the Listing Price, less the number of Preferred Shares converted into ordinary shares of £0.00001 each in the capital of the Company pursuant to Article 7.3(d)(i);
 - (iii) such number of:
 - (A) Vested B Ordinary Shares;
 - (B) Vested C Ordinary Shares;
 - (C) Vested D Ordinary Shares; and
 - (D) Vested E Ordinary Shares,

in each case held in aggregate by the holders of such shares as is equal to the Vested Share Conversion Listing Number for such class shall automatically

(without the need for a shareholders' resolution notwithstanding any other provision of these Articles) convert into and be re-designated as ordinary shares of £0.00001, provided that the shares in each class to be so converted shall be allocated on a pro rata basis between the holders of Vested B Ordinary Shares, Vested C Ordinary Shares, Vested D Ordinary Shares or Vested E Ordinary Shares (as applicable); and

- (iv) in the event that the Vested Share Aggregate Listing Number is greater than the Vested Share Conversion Listing Number in respect of any such class of share, the Company shall issue to the holders of such class of share (pro rata to their holdings of such class of share) such number of ordinary shares of £0.00001 each in the capital of the Company (if any) as is equal to the Vested Share Aggregate Listing Number less the Vested Share Conversion Listing Number.
- (e) The ordinary shares of £0.00001 each in the capital of the Company issued pursuant to Articles 7.3(d)(ii) and/or 7.3(d)(iv) (if any) shall be paid up by the automatic capitalisation of any amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the Board and those additional shares shall be issued at par fully paid. Notwithstanding any other provision of these Articles, the capitalisation shall be automatic without the need for a shareholders' resolution and the Board shall allot the shares arising on the capitalisation to the shareholders entitled to them in accordance with this Article. If and to the extent that the Company is not legally permitted to carry out the capitalisation, the relevant shareholders shall be entitled to subscribe in cash at par for the ordinary shares of £0.00001 each in the capital of the Company to be issued by the Company in accordance with Articles 7.3(d)(ii) and/or 7.3(d)(iv).

Any Exit

- (f) Immediately prior to any Exit, each:
 - (i) Unvested Share; and
 - (ii) in the case of a Listing, each Vested B Ordinary Share, Vested C Ordinary Share, Vested D Ordinary Share or Vested E Ordinary Share not converted into and re-designated as an ordinary share of £0.00001 each in the capital of the Company pursuant to Article 7.3(d)(iii),

shall automatically (without the need for a shareholders' resolution notwithstanding any other provision of these Articles) convert into and be re-designated as a Deferred Share.

7.4 Voting

- (a) *Preferred Shares and A Ordinary Shares*

The holders of the Preferred Shares and A Ordinary Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution:

- (i) for holders of A Ordinary Shares, one vote for each A Ordinary Share held by him; or
 - (ii) for holders of Preferred Shares, such number of votes (as a class) to which the holder would have been entitled as an A Ordinary Share holder had there been a Conversion immediately prior to such vote.
- (b) *Other share classes*

No class of share other than the Preferred Shares, A Ordinary Shares and any ordinary shares of £0.00001 each in the capital of the Company issued pursuant to Article 7.3(d)(ii) and/or 7.3(d)(iv) shall grant the holders thereof any right to receive notice of any general meeting of the Company nor the right to attend, speak or vote at any such general meeting nor to be entitled to vote on any written resolution of the Company.

- 7.5 The holders of any Deferred Shares which arise on the sub-division and re-classification or conversion of any shares shall be deemed immediately to confer irrevocable authority on the Company at any time thereafter to appoint any person to execute on behalf of the holders of the Deferred Shares which so arise a transfer of such Deferred Shares (and/or an agreement to transfer the same) to such person as the Company may determine as custodian thereof and/or the Company to purchase the same (in accordance with the provisions of the Acts) in any such case in consideration for not more than one penny per holder of such Deferred Shares (and the Company or such other person as the Company shall appoint shall be entitled to retain and hold such consideration on trust for the holder(s) of such Deferred Shares until payment of the consideration is requested by the holder(s) or the Company elects to pay out such consideration to the holder(s), whichever is the earlier) without obtaining the sanction of the holder(s) of such Deferred Shares and pending such transfer and/or purchase to retain the share certificate(s) (to the extent issued) for such Deferred Shares.

8. Further issues of shares

- 8.1 Pursuant to Section 567 of the CA2006, Sections 561 and 562 of the CA2006, in relation to all allotments by the Company of equity securities, are hereby excluded.

- 8.2 Unless Investor Approval to the contrary is given:

- (a) any Relevant Securities to be granted or allotted by the Company; and
- (b) any Debt Securities to be granted or issued by the Company to (i) any shareholders or (ii) any Associate of a shareholder or (iii) any director or officer of a shareholder or any Associate of a shareholder,

("Further Issue Securities") shall first be offered by the Company simultaneously and on the same terms to the holders of A Ordinary Shares and Preferred Shares (a "Further Issue Offer").

- 8.3 Each Further Issue Offer made by the Company pursuant to Article 8.2 shall specify the number, price and terms of payment in respect of the Further Issue Securities on offer (which shall be the same for each holder of A Ordinary Shares and Preferred Shares) and shall invite each recipient to state in writing within a period of not greater than and no less than 40 working days from the date of service of the Further Issue Offer to the recipient whether it is willing to take any of the Further Issue Securities on offer and, if so, the maximum number of Further Issue Securities (which shall not exceed that member's Relevant Proportion of the Further Issue Securities) that it is willing to take.

- 8.4 The Further Issue Securities shall be allocated in satisfaction of the applications received.

- 8.5 The Board shall notify each member who applied for Relevant Securities of the number of Further Issue Securities that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 50 working days after the date of service of the final Further Issue Offer) at which the grant, issue and/or allotment (as applicable) of the Relevant Securities shall be completed.

- 8.6 Any Further Issue Securities not accepted or subscribed for by the members shall be at the disposal of the directors who may (within a period of 3 months from the end of the last offer period under Article 8.1) issue, allot or grant such Further Issue Securities to such persons at a price and on terms no less favourable than that/those set out in the Further Issue Offer, and otherwise on such terms as they think proper.

- 8.7 Articles 8.2 to 8.6 shall not apply to Non-Relevant Securities.

9. Dispute

In the event of disagreement as to whether any distribution, dividend, Non-Relevant Securities or Relevant Securities shall be due under the provisions of these Articles to the holders of any class of share capital in the Company, or as to the amount of such distribution, dividend or number of such shares or Relevant Securities, or as to the allocation of value under Article 7.3, any such disagreement shall be referred to the Valuer to determine and whose decision shall be final and binding (save in the case of fraud or manifest error) and the costs of the Valuer shall be borne equally by the parties to the dispute or disagreement.

10. Variation of class rights

Subject to Article 7.4(a)(ii), whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 75% the issued A Ordinary Shares and 75% of the issued shares of that class.

11. Prohibited transfers

No transfer of any share shall be registered except a transfer of the entire legal and beneficial interest in the share which is expressly permitted by the terms of these Articles (a "**Permitted Transfer**"). Notwithstanding any other provisions in these Articles, no transfer of any share may be made to any person where such person is a Prohibited Transferee.

12. Permitted transfers

12.1 Transfers

- (a) Subject to Articles 11, 15 and 17, there are no restrictions on the transfer of A Ordinary Shares.
- (b) Subject to Article 11, Preferred Shares may only be transferred in accordance with Article 12.5.
- (c) Subject to Article 11, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares may only be transferred in accordance with Articles 12, 13, 14, 15, 17 or 18.

12.2 Transfers to Privileged Relations, Family Trusts and nominees

- (a) Any member being an Employee may at any time transfer the shares in the capital of the Company held by him to a Privileged Relation (who may transfer such shares without restriction to the original member or to another Privileged Relation of the original member but any other transfer by the Privileged Relation shall be subject to the same restrictions as though they were transfers by the original member himself) or the trustees of his Family Trust.
- (b) The trustees of a Family Trust may transfer shares held by them in their capacity as trustees:
 - (i) on a change of trustees, to the new trustees of that Family Trust;
 - (ii) to a person (other than a charity) who has an immediate beneficial interest under the Family Trust (who may transfer such shares without restriction to the original member or to a Privileged Relation of the original member but any other transfer by the Privileged Relation shall be subject to the same restrictions as though they were transfers by the original member himself); or
 - (iii) to another Family Trust which has the same member as the settlor.
- (c) Shares may be transferred by a member to a person to hold such shares as his bare nominee and the nominee may transfer such shares without restriction to the original member or to another bare nominee of such original member but any other transfers by the nominee shall be subject to the same restrictions as though they were transfers by the original member himself.
- (d) Any transfer by an Employee under this Article 12.2 may only be made with prior A Consent.

12.3 Transfers by corporate shareholders

A corporate member may at any time transfer shares to another member of its Wholly-owned Group or, where a corporate member's sole shareholder is an individual, to another company in respect of which that individual is the sole shareholder.

12.4 Transfers to and from an Employee Trust

Any member may at any time transfer shares to the trustees of an Employee Trust and the trustees of an Employee Trust may transfer any shares:

- (a) upon change of trustees, to the new or remaining trustee or trustees for the time being of an Employee Trust; and

- (b) to any bona fide Employees (other than consultants) on their becoming entitled to the same under the terms of an Employee Trust.

12.5 **Transfers by the holders of Preferred Shares**

The holders of Preferred Shares may transfer shares:

- (a) in any of the circumstances described in Article 38A;
- (b) to another member of its Investor Group;
- (c) to any person or persons (and for the avoidance of doubt without the application of Articles 15 and 17); and
- (d) to any shareholder (such shareholder being an "**Ultimate Owner**") of any holder of Preferred Shares or any member of the Ultimate Owner's Investor Group (as if the Ultimate Owner was a shareholder) provided that the proportion of the transferor's total shares to be transferred pursuant a transfer under this paragraph (d) shall not exceed the proportion of the entire issued share capital of the transferor held by the transferee (or its Investor Group) at the date of the transfer.

12.6 **Transfers with consent**

- (a) Any transfer of shares may be made to any person with Investor Approval.
- (b) Any transfer of B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares may be made:
 - (i) to any member who, alone or together with its Associates, holds more than 50% of the A Ordinary Shares for the relevant time being in issue; or
 - (ii) to any other holder of A Ordinary Shares with Investor Approval.

13. **Mandatory transfers**

13.1 **Transfer if trust ceases to be a Family Trust**

If any trust whose trustees hold shares in the capital of the Company ceases to be a Family Trust or there cease to be any beneficiaries of the Family Trust other than a charity or charities, then the trustees shall without delay notify the Company that such event has occurred and if the trustees have not, within 14 days of receiving a request from the directors to do so, transferred the shares back to the settlor of that Family Trust, they shall be deemed to have served the Company with a transfer notice in respect of all such shares on the date on which the trust ceased to be a Family Trust or the date there ceased to be any beneficiaries other than a charity or charities (as appropriate) and such shares may not otherwise be transferred.

13.2 **Transfer if shares cease to be held by a Privileged Relation**

If a Privileged Relation holding shares transferred to him under Article 12.2 ceases to be a Privileged Relation of the original member who held them (other than by reason of death), the Privileged Relation then holding the shares shall without delay notify the Company that this event has occurred and shall be deemed to have served the Company with a transfer notice in respect of all such shares as at the date on which he ceased to be a Privileged Relation and such shares may not otherwise be transferred.

13.3 **Transfer on death or bankruptcy of member**

A person entitled to a share or shares in consequence of the death of a member (save where such member becomes a Leaver) or the bankruptcy of a member:

- (a) shall be bound at any time, if and when required in writing by the Board so to do, to give a transfer notice in respect of such share(s), and if such person fails to give a transfer notice, he shall be deemed to have served the Company with a transfer notice in respect of all such share(s) on the date of the Board's request; and
- (b) shall be bound by any notice given to the member in respect of the share(s).

13.4 **Transfer on insolvency of corporate member**

If a member which is a body corporate or any Controller of that member is subject to an Insolvency Event, the relevant member shall, without delay, notify the Company that this event

has occurred and shall be deemed to have given a transfer notice in respect of all the shares held by it immediately prior to such Insolvency Event.

13.5 **Change of control of corporate member**

- (a) Save where:
 - (i) Investor Approval has been received to such a change; or
 - (ii) where the transfer giving rise to such a change would have been a Permitted Transfer had it been a transfer of shares in the Company and the transferee had become a member of the Company following the transfer,

if a corporation (other than a corporation whose shares are admitted to trading on a recognised investment exchange, as such term is defined in the Financial Services and Markets Act 2000) which is a holder and/or beneficial owner of any shares in the Company ceases to be controlled by the relevant person or persons (being the "**Controllers**") who were in control of the corporation at the time when the corporation became a member of the Company (or if later the date of adoption of these Articles) (other than by virtue of a transfer to another entity controlled by the Controllers), it shall:
 - (iii) within seven days of such cessation of control, give notice in writing to the Company of that fact; and
 - (iv) unless the Board (with Investor Approval) determine otherwise at the relevant time, there shall be deemed to have been given as from the date on which the directors become aware of such cessation (however they become so aware) a transfer notice in respect of all shares held and/or beneficially owned by such corporation and the Controllers and their Associates.
- (b) For the purposes of this Article 13.5 "**control**" shall have the same meaning as in sections 450 and 451 Corporation Tax Act 2010 (save that, other than in the case of the Investor, references to a majority of shares or voting rights shall be deemed to be a reference to not less than 75% of such shares or voting rights).

14. **Employee shares**

14.1 **Transfer by Leaver**

Unless the Board determines otherwise during the period of 30 days following the Cessation Date:

- (a) if the Leaver is a Bad Leaver, any B Ordinary Share or E Ordinary Share held by such Leaver which, as at the Cessation Date, is a Vested B Share or Vested E Share shall (without the need for a shareholders' resolution notwithstanding any other provision of these Articles) convert into and be re-designated as a Deferred Share on the date falling 30 days after the Cessation Date;
- (b) if the Leaver is or is not a Good Leaver, any B Ordinary Share or E Ordinary Share held by such Leaver which, as at the Cessation Date, is an Unvested Share shall automatically (without the need for a shareholders' resolution notwithstanding any other provision of these Articles) convert into and be re-designated as a Deferred Share on the date falling 30 days after the Cessation Date; and
- (c) a transfer notice shall be deemed to have been given in respect of the remainder of the Leaver's Shares on the date falling 30 days after the Cessation Date ("**Deemed Transfer Notice Date**") and such shares shall be offered for sale in accordance with Article 15, and no such shares shall be transferred pursuant to Article 12 until the shares can no longer be transferred under Article 15.

14.2 **Price of Leaver's Shares**

Unless as otherwise determined by the Board, the price for the Leaver's Shares shall be as follows:

- (a) in respect of any C Ordinary Shares held by the relevant Leaver, if the Cessation Date of that Leaver is:
 - (i) prior to the date falling 12 months after the date upon which that Leaver

subscribed for the relevant C Ordinary Shares and that Leaver is not a Good Leaver, the price for those Leaver's C Ordinary Shares shall be the lower of:

- (A) the Original Subscription Price in respect of such C Ordinary Shares;
or
 - (B) the Market Price as at the Cessation Date as agreed between the Leaver and the Board (which shall be notified to the Investors as soon as practicable thereafter), save that if agreement is not reached within 14 days of the Deemed Transfer Notice Date or if any Investor so requests by written notice to the Board, the Valuation Determination Process shall be applied;
- (ii) prior to the date falling 12 months after the date upon which that Leaver subscribed for the relevant C Ordinary Shares and that Leaver is a Good Leaver, the price for those Leaver's C Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board (which shall be notified to the Investors as soon as practicable thereafter), save that if agreement is not reached within 14 days of the Deemed Transfer Notice Date or if any Investor so requests by written notice to the Board, the Valuation Determination Process shall be applied;
 - (iii) on or after the date falling 12 months after the date upon which that Leaver subscribed for the relevant C Ordinary Shares, the price for those Leaver's C Ordinary Shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board (which shall be notified to the Investors as soon as practicable thereafter), save that if agreement is not reached within 14 days of the Deemed Transfer Notice Date or if any Investor so requests by written notice to the Board, the Valuation Determination Process shall be applied,

provided that, where the price for the Leaver's Shares will be calculated at the Market Price using the Valuation Determination Process and the transfer of shares has not been completed until after a Valuation Report is received by the Company after the Deemed Transfer Notice Date, the price for the Leaver's Shares shall be based on the Valuation Report in respect of the relevant class of shares closest to but prior to the date on which the transfer of the shares is completed.

- (b) in respect of any other shares held by the relevant Leaver which have not converted into and been re-designated as Deferred Shares pursuant to Article 14.1(a) or 14.1(b), the price for such shares shall be the Market Price as at the Cessation Date as agreed between the Leaver and the Board (which shall be notified to the Investors as soon as practicable thereafter), save that if agreement is not reached within 14 days of the Deemed Transfer Notice Date or if any Investor so requests by written notice to the Board, the Valuation Determination Process shall be applied.

15. Pre-emption procedure on a transfer

- 15.1 Except as permitted in these Articles, any interest in shares held by a member who is deemed to have given a transfer notice pursuant to Articles 13, 14 or 19 (as the case may be) (a **"Deemed Transfer Notice"**) must be offered to the other members (or the Company (as the case may be)) whether or not of the same class in accordance with this Article 15.

- 15.2 Any member who is deemed to have given a Deemed Transfer Notice shall be deemed to have irrevocably appointed any director:

- (a) to be his agent to sell the number and class of shares which are the subject of the Deemed Transfer Notice (the **"Offered Shares"**) at the Sale Price; and
- (b) to execute all necessary transfer(s), power(s) of attorney relating to the right to the shares subject to the relevant indemnities for missing share certificate(s) on such member's behalf and to deliver such transfer(s), power(s) and indemnities.

- 15.3 Where:

- (a) an Investor other than Stephen Fitzpatrick or any Associate of Stephen Fitzpatrick; or

- (b) Stephen Fitzpatrick or any Associate of Stephen Fitzpatrick if, at the relevant time, Stephen Fitzpatrick and all of his Associates do not hold a Controlling Interest,

wishes to transfer any A Ordinary Shares (a "**Seller**"), he or it shall, except where Article 12 applies and subject to Articles 17.2 and 18.5, before transferring or agreeing to transfer any of its A Ordinary Shares (or any interest in any shares) give notice in writing (a "**Voluntary Transfer Notice**") to the Company specifying:

- (c) the number of A Ordinary Shares which he or it wishes to transfer ("**Offered Shares**");
- (d) if known at that time, the name of the proposed transferee;
- (e) the consideration for which he or it wishes to transfer the Offered Shares; and
- (f) whether the Voluntary Transfer Notice is conditional on all or a minimum number of the Offered Shares being sold to shareholders (a "**Minimum Transfer Condition**").

If the consideration is not specified in cash, the value of the Sale Price must be agreed between the Seller and the Board. If agreement is not reached within 10 working days of the day on which the Voluntary Transfer Notice is given, the Sale Price will be the Market Price and either the Seller or the Board may refer the determination of the Market Price to a Valuer by written notice to the other.

- 15.4 Except with prior consent of the Board and Investor Approval, no Voluntary Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 15.5 The giving of a Voluntary Transfer Notice will mean that the Company is automatically nominated as the agent of the Seller for the sale of the Offered Shares at the Sale Price.
- 15.6 The "**Sale Price**" means:
- (a) in the case of a Deemed Transfer Notice in respect of a Leaver's Shares, the price determined in accordance with Article 14.2;
 - (b) in the case of a Deemed Transfer Notice (other than in respect of a Leaver's Shares), the Market Price as at the date of the Deemed Transfer Notice as agreed between the transferor and the Board save that if agreement is not reached within 10 working days of the day on which the Deemed Transfer Notice is deemed to be given, either the transferor or the Board may refer determination of the Market Price to a Valuer; or
 - (c) in the case of a Voluntary Transfer Notice, either the cash price specified in such notice or as otherwise determined in accordance with Article 15.3.
- 15.7 If the Offered Shares are subject to a Minimum Transfer Condition, then any offer or allocation under Articles 15.9 to 15.11 would be conditional upon fulfilment of the Minimum Transfer Condition.
- 15.8 As soon as practicable after determination of the Sale Price, any Offered Shares to the extent they are Leaver's Shares will be offered as follows:
- (a) firstly, to the holder of the majority of A Ordinary Shares; and
 - (b) secondly, to the Company, which may:
 - (i) direct that all or some of such shares be transferred to one or more Board Invitees; and/or
 - (ii) accept the offer in respect of some or all of the shares itself provided the purchase is permitted by the Companies Acts.

Any Offered Shares declined by the holders of A Ordinary Shares or the Company or not accepted by a Board Invitee within 20 working days of the offer to it being made (such date being the "**Availability Date**") will immediately be offered to the members as set out below at the Sale Price.

- 15.9 As soon as practicable after the determination of the Sale Price, or if Article 15.8 applies, as soon as practicable after the Availability Date, the Board shall give notice to all the members (other than the relevant transferor) of the number and description of the Offered Shares (excluding any which have been taken up by the majority holder of the A Ordinary Shares or the Company or a Board Invitee under and in accordance with Article 15.8 (as the case may be)) and

the Sale Price (and, if applicable, the other details set out in the Voluntary Transfer Notice referred to in Article 15.2). The notice shall invite each of the members to state in writing to the Company within 20 working days of such notice being given or deemed to be given whether he is willing to purchase any of the remaining Offered Shares, and if so the maximum number. The Board shall at the same time give a copy of the notice to the relevant transferor.

15.10 On the expiration of the 20 working day period the directors shall allocate the remaining Offered Shares to or amongst the members who have accepted the invitation ("**Pre-emption Purchasers**") and such allocation shall be made so far as practicable as follows:

- (a) if and to the extent that the Offered Shares are A Ordinary Shares, they shall be allocated in the following order amongst the following persons to the extent they are Pre-emption Purchasers:
 - (i) firstly, to the holders of A Ordinary Shares (other than an Employee Trust) and the holders of the Preferred Shares (pari passu as if the Preferred Shares had Converted into A Ordinary Shares);
 - (ii) secondly, to the extent any Offered Shares have not already been allocated to the holders of A Ordinary Shares or the holders of Preferred Shares, to an Employee Trust; and
 - (iii) thirdly, to such person(s) as the Board may determine;
- (b) if and to the extent that the Offered Shares are B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares, they shall be allocated in the following order amongst the following persons to the extent they are Pre-emption Purchasers:
 - (i) firstly, to the holders of A Ordinary Shares (other than an Employee Trust) and the holders of the Preferred Shares (pari passu as if the Preferred Shares had Converted into A Ordinary Shares);
 - (ii) secondly, to the extent any Offered Shares have not already been allocated to the holders of A Ordinary Shares or the holders of Preferred Shares, to an Employee Trust; and
 - (iii) thirdly, to the extent any Offered Shares have not already been allocated to the holders of A Ordinary Shares, the holders of Preferred Shares or an Employee Trust, to such person(s) as the Board may determine; and
- (c) each allocation between the holders of any class (or, in the case of allocations between the holders of A Ordinary Shares or Preferred Shares, between the holders of either such class) shall, where the number of Offered Shares remaining is lower than the number of shares applied for by all of members holding shares of that class, be made pro rata to the number of shares of that class held by them (and, in the case of Preferred Shares, as if the Preferred Shares had Converted into A Ordinary Shares) but shall not exceed the maximum number of shares which such holders have expressed a willingness to purchase.

15.11 On the allocation being made, the Board shall give details of the allocation in writing to each Pre-emption Purchaser and, on the fifth working day after such details are given, the Pre-emption Purchasers to whom the allocation has been made shall be bound to pay the Sale Price in immediately transferrable funds to the Company (for onward transmission to the transferor) for, and to accept a transfer of, the Offered Shares allocated to them respectively and the directors shall, upon payment to the Company of the Sale Price, transfer the Offered Shares to the respective Pre-emption Purchasers to whom the allocation has been made.

15.12 The Company is authorised to receive the Sale Price (for onward transmission to the transferor) and the directors may appoint a person (acting as agent for the transferor(s)) to execute instruments of transfer of the Offered Shares in favour of the Pre-emption Purchasers to whom the allocation has been made and shall (subject only to stamping of the transfers, if required) cause the names of those Pre-emption Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall hold the Sale Price on trust for the relevant transferor. The receipt of the Company shall be a good discharge to those Pre-emption Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any

person.

15.13 If the Offered Shares are offered pursuant to a Voluntary Transfer Notice and:

- (a) following the expiry of the 20 working day period referred to in Article 15.9, any of the Offered Shares have not been allocated under that Article, or
- (b) following an allocation pursuant to Article 15.9, the transfer of any Offered Shares is not completed to any relevant transferee(s) within 20 working days of such allocation (or, if later, within 20 working days of the final necessary regulatory approval or clearance being obtained),

the relevant transferor may at any time within a period of 12 months after the expiry of the relevant period transfer the Offered Shares not allocated to any person provided that:

- (c) the consideration for such transfer shall be (i) the consideration set out in the Voluntary Transfer Notice or (ii) cash consideration which is not less than the Sale Price of such Offered Shares;
- (d) the directors may require that they be satisfied that those shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the proposed purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to approve or register any transfer of shares in the circumstances described in Article 19); and
- (e) the transferor has not failed or refused to provide promptly information available to him and reasonably requested by the directors for the purpose of enabling them to form the opinions mentioned above.

15.14 The Company is authorised to purchase its own shares pursuant to Section 692(1ZA) of the Companies Act 2006.

16. Valuation

16.1 Any Valuer is deemed to be appointed jointly by the Company and the person(s) in disagreement with the Company but the Board (with Investor Approval) has sole discretion to agree the terms of the Valuer's engagement with the Valuer and such terms as the Board (with Investor Approval) agrees shall be binding on the Company and the relevant transferor provided they are not contradictory or irrational. Any director authorised by the Board shall be entitled to sign such terms on behalf of the Company and the relevant transferor. If the Valuer is the auditor of the Company, its appointment is effective upon it agreeing to act for this purpose. In any other case, the Valuer's appointment is effective upon its terms of engagement being agreed by the Valuer and the Board.

16.2 Any Valuer appointed under these Articles shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the parties (in the absence of fraud or manifest error).

16.3 The Board will give the Valuer access to all accounting records or other relevant documents of the Company subject to it agreeing such confidentiality provisions as the Board may reasonably impose.

16.4 The Valuer shall be requested to reach its determination within 20 working days of its appointment and to notify the Board of its determination. The Board shall deliver a copy of the determination to the relevant transferor(s) (or their agent) as soon as reasonably practicable after receipt.

16.5 The fees, expenses and any other charges of the Valuer in respect of a valuation shall be borne in the manner directed by the Valuer or (in the absence of any direction) by the Company.

17. Tag along

17.1 Except as permitted by Article 12 or as required by Articles 13 and 14, no sale or transfer or series of sales or transfers of any interest in any shares may be made by a member (being a "Proposed Tag Transferor") or validly registered if, as a result of such sale(s) or transfer(s), and registration, a Controlling Interest in the Company would be obtained by (i) a person or (ii) a person together with its Associates (in either case, the "Offeror") unless such persons are

bona fide arms' length purchasers and have made an Approved Offer for all the shares in the capital of the Company that is open for acceptance for a period of not less than 40 working days and not more than 60 working days. For the purposes of calculating the distribution of proceeds pursuant to Article 7.3(a), any shares acquired by, and any consideration given by the Offeror during the period commencing 12 months before the proposed completion of the transfer of the Controlling Interest shall be included.

17.2 Any transfer of shares pursuant to an Approved Offer in accordance with Article 17.1 shall not be subject to the restrictions on transfer contained in these Articles.

17.3 Except as permitted by Article 12 or as required by Articles 13 and 14, no sale or transfer or series of sales or transfers of any interest(s) in A Ordinary Shares may be made by a member who (when aggregated with his Associates), prior to such sale or transfer or series of sales or transfers, holds the majority of the A Ordinary Shares (being a **"Proposed Tag Transferor"**) or validly registered unless and until the proposed purchaser (being a bona fide arms' length purchaser) shall have made an Approved Offer that is open for acceptance for a period of not less than 40 working days and not more than 60 working days to all the holders of Preferred Shares and A Ordinary Shares (other than the Proposed Tag Transferor and its Associates) at the relevant time to purchase from them a proportion of their Preferred Shares or A Ordinary Shares as is equal to the proportion which the A Ordinary Shares being transferred by the Proposed Tag Transferor (and its Associates) pursuant to such sale(s) or transfer(s) represents of the total number of Preferred Shares and A Ordinary Shares held by such Proposed Tag Transferor (and its Associates) prior to such sale(s) or transfer(s).

18. **Drag along**

18.1 If a holder (or holders who are Associates) of 50% or more of the A Ordinary Shares in issue for the time being (the **"Majority Sellers"**) wishes to transfer all of its interest in A Ordinary Shares (the **"Majority Sellers' Shares"**) to a bona fide purchaser (or purchasers who are Associates) (the **"Third Party Purchaser"**) who has made an Approved Offer, the Majority Sellers shall have the option (the **"Exit Option"**), to require:

- (a) any holders of any options or other rights to acquire or convert an interest into shares (which is fully and unconditionally exercisable) to exercise them within five working days following delivery of the Exit Notice; and
- (b) following such acquisitions or conversions, all members (the **"Called Shareholders"**) to sell and transfer all their shares, including those allotted pursuant to such acquisition or conversion, (the **"Called Shares"**) to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the terms of the Approved Offer and the provisions of Articles 18.2 to 18.7 below.

18.2 The Majority Sellers may exercise the Exit Option by giving a written notice to that effect (an **"Exit Notice"**) to the Called Shareholders at any time before the transfer of the Majority Sellers' Shares to the Third Party Purchaser. An Exit Notice shall specify that the Called Shareholders are required to transfer all their Called Shares pursuant to this Article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer (the **"Transfer Date"**), which date shall be:

- (a) not later than the later of: (i) 50 working days following delivery of the Exit Notice; and (ii) 10 working days following satisfaction of any conditions in respect of mandatory regulatory approvals or clearances to which the Approved Offer is subject; and
- (b) not earlier than 40 working days following delivery of the Exit Notice.

18.3 Exit Notices shall be irrevocable but shall lapse if for any reason there is not a sale of the Majority Sellers' Shares by the Majority Sellers to the Third Party Purchaser within 10 working days after the Transfer Date. The Majority Sellers shall be entitled to serve further Exit Notices following the lapse of any particular Exit Notice.

18.4 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Majority Sellers' Shares unless the relevant Called Shareholders and the Majority Sellers agree otherwise.

18.5 The restrictions in Articles 14 and 15 shall not arise on any transfer of shares to a Third Party

Purchaser (or as they may direct) pursuant to a sale in respect of which an Exit Notice has been duly served in accordance with Article 18.2.

- 18.6 If any Called Shareholder fails to complete the sale of his Called Shares in accordance with this Article 18, he shall be deemed to have irrevocably appointed any person nominated for the purpose by the Company to be his agent and attorney to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to his Called Shares and indemnities for missing share certificate(s) on his behalf and, against receipt by the Company of the consideration payable for the Called Shares (held on trust for the relevant Called Shareholder), to deliver such transfer(s), power(s) and indemnities to the Third Party Purchaser (or as he may direct). The directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or as he may direct) as the holder of the relevant Called Shares. After the Third Party Purchaser (or his nominee) has been registered as the holder of the relevant Called Shares, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of shares under this Article 18.6 that no share certificate has been produced.

- 18.7 Upon any person, following the issue of an Exit Notice which has not lapsed, exercising a pre-existing option to acquire shares, whether or not such person is registered as a member of the Company, an Exit Notice shall be deemed to have been served upon such person on the same terms as the previous Exit Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 18 shall apply mutatis mutandis to such person save that completion of the sale of such shares shall take place immediately upon the Exit Notice being deemed served on such person where completion of the transfer of the Called Shares has already taken place.

19. **Registration**

- 19.1 Any transfer of shares made in accordance with these Articles shall be registered promptly. The directors shall decline to register any transfer of shares which is not made in accordance with these Articles 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.

- 19.2 For the purposes of ensuring that a transfer of shares is duly authorised or that no circumstances have arisen whereby a transfer notice is deemed to be given the directors may and at the Company's expense request any member or past member or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the directors may reasonably think fit regarding any matter which they may deem relevant to such purpose.

- 19.3 Failing such information or evidence being furnished to the reasonable satisfaction of the directors within 10 working days after such request:

- (a) the directors shall be entitled to refuse to register the transfer in question;
- (b) the relevant shares shall cease to confer upon the holder of them (or any proxy) any rights:
 - (i) to vote on a show of hands or poll at a general meeting of the Company or at any meeting of the class of shares in question or on any written resolution of the Company or the class of shares in; or
 - (ii) to receive dividends or other distributions otherwise attaching to the shares or to receive any further shares issued in respect of those shares; and
- (c) if the directors so determine, a transfer notice shall be deemed to have been given in respect of all the shares concerned upon the date on which a notice of such determination has been delivered to the relevant member(s).

- 19.4 Any transfer of a share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee.

- 19.5 No share shall be issued or transferred to any undischarged bankrupt or a person who lacks mental capacity.

20. **Conversion of Preferred Shares**

- 20.1 Any holder of Preferred Shares shall be entitled, by notice in writing to the Company, to require conversion into A Ordinary Shares of all of the fully paid Preferred Shares held by them (on the basis of one A Ordinary Shares for each Preferred Share) at any time and those Preferred Shares shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Preferred Shares into A Ordinary Shares is conditional upon the occurrence of one or more events.
- 20.2 Where notice in writing is given by the Investor Majority of the applicable Investor Group to the Company requiring conversion of the Preferred Shares into A Ordinary Shares, all of the fully paid Preferred Shares held by that Investor Group in issue shall automatically convert into A Ordinary Shares on the Conversion Date (on the basis of one A Ordinary Shares for each Preferred Share).
- 20.3 At least five working days prior to the Conversion Date, each holder of the relevant Preferred Shares shall deliver the share certificate (or an indemnity for a lost share certificate in a form acceptable to the Board) in respect of the Preferred Shares being Converted to the Company at its registered office for the time being.
- 20.4 On the Conversion Date the relevant Preferred Shares shall, without the need for a shareholders' resolution notwithstanding any other provision of these Articles, be converted into and re-designated as A Ordinary Shares and the A Ordinary Shares resulting from that conversion and re-designation shall in all other respects rank *pari passu* with the existing issued A Ordinary Shares.
- 20.5 If, before any Preferred Shares have been converted into new A Ordinary Shares, there is:
- (a) a consolidation and/or sub-division of A Ordinary Shares, the Preferred Shares shall, immediately prior to any Conversion into A Ordinary Shares, without the need for a shareholders' resolution notwithstanding any other provision of these Articles, be consolidated and/or sub-divided on such basis as is required to ensure that each holder of Preferred Shares is in no better or worse position as a result of such consolidation or sub-division of A Ordinary Shares; or
 - (b) an allotment of fully-paid A Ordinary Shares pursuant to a capitalisation of profits or reserves or by way of a bonus issue to holders of A Ordinary Shares, the Company shall on a Conversion issue to the holders of Preferred Shares (pro rata to their holdings of Preferred Shares) such number of A Ordinary Shares (if any) so as to ensure that each holder of Preferred Shares is in no better or worse position as a result of such capitalisation of profits or reserves (taking into account any amount or amounts already distributed or otherwise returned to the holders of such Preferred Shares by virtue of such capitalisation of profits or reserves or by way of a bonus issue (including without limitation pursuant to Article 7.1(a) or Article 7.2(a)(i))), such adjustment to become effective as at the date for such issue.
- 20.6 The A Ordinary Shares issued pursuant to Article 20.5 (if any) shall be paid up by the automatic capitalisation of any amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the Board and those additional shares shall be issued at par fully paid. Notwithstanding any other provision of these Articles, the capitalisation shall be automatic without the need for a shareholders' resolution and the Board shall allot the shares arising on the capitalisation to the shareholders entitled to them in accordance with this Article. If and to the extent that the Company is not legally permitted to carry out the capitalisation, the relevant shareholders shall be entitled to subscribe in cash at par for that number of additional A Ordinary Shares as would otherwise have been issued to each of them respectively pursuant to Article 20.5(b).
- 20.7 The Company shall on the Conversion Date enter the holder of the converted Preferred Shares on the register of members of the Company as the holder of the appropriate number of A Ordinary Shares and, subject to the relevant holder delivering its share certificate(s) (or an indemnity for a lost share certificate in a form acceptable to the Board) in respect of the Preferred Shares in accordance with this Article, the Company shall within 10 working days of the Conversion Date forward to such holder of Preferred Shares by post to his address shown in the register of members, free of charge, a definitive share certificate for the appropriate number of fully paid A Ordinary Shares.

- 20.8 If a doubt or dispute arises concerning the application of Article 20.5 or if so requested by an Investor Majority of any Relevant Investor, the Board shall refer the matter to a Valuer for determination who shall make available to all shareholders their report and whose certificate as to the calculation of any consolidated, sub-division or share issue (as applicable) is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

PART B

Directors and Secretary

Number and appointment of directors

21. Number of directors

The number of directors (other than alternate directors) shall not be less than one.

22. Methods of appointing directors

- 22.1 Subject to these Articles, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

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

- 22.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the Company, to appoint any one person to be a director, provided such person is a natural person in accordance with Section 155 of the CA2006 and provided such person is willing to be so appointed and is otherwise permitted by law to be a director of the Company.

- 22.3 For the purposes of Article 22.2, 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.

- 22.4 Unless the Relevant Investors agree otherwise, each Relevant Investor shall be entitled from time to time to appoint a person with the Minimum Qualifications as a director of the Company and to remove any such person from office.

- 22.5 Any such appointment or removal as is referred to in Article 22.4 above shall be made by notice in writing to the Company signed by or on behalf of an Investor Majority of the applicable Relevant Investor.

- 22.6 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to Article 22.4 may appoint such person as he thinks fit to be his alternate Director, provided that any alternate of an Investor Director must have the Minimum Qualifications.

23. 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 CA2006 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 having jurisdiction (whether in the United Kingdom or elsewhere) 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) that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated.

Directors' powers and responsibilities

24. Directors' general authority

Subject to these 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.

25. Shareholders' reserve power

25.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

25.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

26. Directors may delegate

26.1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these 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 (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these Articles).

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

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

27. Committees

27.1 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 these Articles which govern the taking of decisions by directors.

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

27.3 Committees to whom the directors delegate any of their powers may consist of one or more co-opted persons other than directors on whom voting rights may be conferred as members of the committee but so that:

- (a) the number of co-opted members of the committee shall be less than one-half of the total number of members of the committee; and
- (b) no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are directors.

Decision-making by directors

28. Directors to take decisions collectively

28.1 The general rule about decision-making by directors is that, save as otherwise provided for in these Articles, any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 29 (*Unanimous decisions*).

- 28.2 Unless the Relevant Investors agree otherwise, at any meeting of the directors each director (or his alternate director) present at the meeting shall be entitled to one vote.
29. **Unanimous decisions**
- 29.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means, excluding the means of text messaging, that they share a common view on a matter.
- 29.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 29.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question.
30. **Calling a directors' meeting**
- 30.1 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.
- 30.2 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.
- 30.3 Save as otherwise provided in these Articles, notice of a directors' meeting must be given to each director, but need not be in writing.
- 30.4 Except with the prior consent of all members of the Board, at least 5 working days' notice of each directors' meeting shall be given in accordance with these Articles.
- 30.5 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.
31. **Participation in directors' meetings**
- 31.1 Subject to these 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 these Articles; and
 - (b) they can each communicate orally including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication to the others any information or opinions they have on any particular item of the business of the meeting.
- 31.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.
- 31.3 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.
32. **Quorum for directors' meetings**
- 32.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 32.2 Subject to Article 32.3, the quorum necessary for the transaction of business of the directors is two eligible directors, save that:
- (a) where there is a sole director, the quorum is one; and
 - (b) where one or more Investor Director(s) is in office, the presence of each Investor Director shall be required for the meeting to be quorate, save that, where the sole

business to be transacted at the meeting is authorisation of a Conflict Situation pursuant to Section 175(4) of the CA2006 and Article 35. (*Authorisation of conflicts of interest*) in respect of an Investor Director, the presence of such Investor Director shall not be required for the meeting to be quorate.

32.3 If a quorum (as set out in Article 32.2) is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed and the directors present shall constitute a quorum.

32.4 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.

33. **Chairing of directors' meetings**

33.1 The directors may appoint a director to chair their meetings.

33.2 If the directors appoint a director to chair their meetings, the person so appointed for the time being is known as the Chairman and the directors may terminate his appointment at any time.

33.3 If the Chairman is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the Chairman ceases to be a participating director, the participating directors must appoint one of themselves to chair it (or chair such part of it in relation to which the Chairman ceases to be a participating director, as the case may be).

34. **Casting vote**

34.1 Subject to Article 34.2, if, at a meeting of the directors, the numbers of votes for and against a proposal are equal, the Chairman or other director appointed to chair the meeting pursuant to these Articles shall have a casting vote.

34.2 At a meeting of the directors (or any part thereof), the Chairman or other director appointed to chair the meeting pursuant to these Articles shall not have a casting vote in respect of any proposal where the numbers of votes for and against are equal if, in relation to such proposal, such Chairman or other director appointed to chair the meeting is not an eligible director.

35. **Authorisation of conflicts of interest**

35.1 Subject to and in accordance with the CA2006:

- (a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**Conflict Situation**");
- (b) any authorisation given in accordance with this Article 35 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain directors' meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential Company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and
- (c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any

Board or other papers concerning the authorisation of such Conflict Situation.

35.2 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists):

- (a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person;
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such Conflict Situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, directors' papers (or those of any committee of the directors)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive) of the CA2006 and the provisions of this Article 35 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

35.3 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Sections 177 or 182 of the CA2006 or otherwise in accordance with these Articles (as the case may be), a director, notwithstanding his office:

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or place of profit under the Company (except that of auditor or of auditor of a Subsidiary) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other Article;
- (b) may be a member, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in, any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any Group Company;
- (c) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation, payment or other benefit which he derives from:
 - (i) any matter, office, employment or position which relates to a Conflict Situation authorised in accordance with Article 35.1; or
 - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this Article 35.3,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 35.1 or permitted pursuant to paragraphs (a) or (b) of this Article 35.3 and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176 of the CA2006.

35.4 For the avoidance of doubt, a director may be or become subject to one or more Conflict Situations as a result of any matter referred to in paragraph (b) of Article 35.3 without requiring authorisation under the provisions of Article 35.1 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the Conflict Situation. The

provisions of Section 177(2), 177(3), 177(5), 177(6), 184 and 185 of the CA2006 shall be applied (with any necessary modifications) in respect of any declaration required pursuant to this Article.

36. Directors may have interests and vote and count for quorum

36.1 Subject to Section 175(6) of the CA2006 and save as otherwise provided in these Articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a member on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This Article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177 or 182 of the CA2006 or otherwise.

36.2 Subject to Article 36.3, 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 (except in a case where the nature or extent of any interest of the director has not been fairly disclosed).

36.3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, 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.

37. 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. Notwithstanding the provisions of Article 28, where the Company only has one director, the provisions of this Article 37 shall apply to any decision taken by such director, howsoever taken by him.

38. Directors' discretion to make further rules

Subject to these 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.

38A Transfer of shares and pre-emption on transfer in relation to security held by a secured institution

38A.1 Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any transfer of shares where such transfer:

- (a) is to any bank or institution or other person to which such shares have been charged or mortgaged, or to any nominee of such a bank or institution or other person ("**Secured Institution**");
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt.

38A.2 Notwithstanding anything to the contrary contained in these Articles, no transferor or proposed transferor of any shares in the Company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not. The Company shall have no lien over shares in it which are charged or mortgaged in favour of a Secured Institution.

Remuneration of Directors

39. Directors' remuneration

- 39.1 Directors may undertake any services for the Company that the directors decide.
- 39.2 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.
- 39.3 Subject to these 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.
- 39.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 39.5 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 Subsidiaries or of any other body corporate in which the Company is interested.

40. Directors' expenses

The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from):

- (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 business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.

Alternate directors and Secretary

41. Appointment and removal of alternates

41.1 Without prejudice to Article 22.6:

- (a) any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, who is willing to act to:
 - (i) exercise that director's powers; and
 - (ii) carry out that director's responsibilities,in relation to the taking of decisions by the directors in the absence of the alternate's appointor. A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor;
- (b) 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;
- (c) the notice must identify the proposed alternate and, 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; and
- (d) the appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors.

42. Rights and responsibilities of alternate directors

- 42.1 Except as these Articles specify otherwise, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings

of directors and all meetings of committees of directors of which his appointor is a member.

42.2 Except as these 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.

42.3 A person who is an alternate director but not otherwise a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
- (b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only if that person's appointor does not participate),

provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above.

42.4 A director who is also an alternate for one or more directors is entitled, in the absence of the relevant appointor, to a separate vote on behalf of each appointor in addition to his own vote on any decision of the directors (provided the relevant appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.

42.5 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.

43. 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 ceases to be a director for any reason.

44. Secretary

The directors may appoint any person who is willing to act as the secretary of the Company on such terms (including but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case by a decision of the directors.

Liens, share certificates and distributions

Liens, calls and forfeiture

45. Company's lien

45.1 Subject to Article 45.4, the Company has a lien (the "**Company's lien**") over any share which is not fully paid up for all monies payable by him or his estate (and whether payable by him alone or jointly with any other person) to the Company (whether presently payable or not) to pay up such shares.

45.2 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 assets attributable to it) 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.

45.3 The directors may, at any time, decide that a share which is or would otherwise be subject to a lien pursuant to these Articles shall not be subject to it, either wholly or in part.

45.4 The Company shall not have a lien on any share that has been charged or mortgaged by a member in favour of a Secured Institution or other person on arm's length terms.

46. Enforcement of the Company's lien

46.1 Subject to the provisions of this Article 46, if a lien enforcement notice has been given in respect of a share and 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.

46.2 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 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must be addressed either to the holder of the share or to any transmittee of that holder or any other person otherwise entitled to the share; and
- (e) must state the Company's intention to sell the share if the notice is not complied with.

46.3 Where any share is sold pursuant to 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 of the share(s) shall be registered as the holder of the share(s) to which the transfer relates notwithstanding that he may not be able to produce the share certificate(s) and such transferee is not bound to see to the application of the consideration and the transferee's title to the share is not affected by any irregularity in or invalidity of the process leading or relating to the sale.

46.4 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 share(s) immediately before the sale took place, but only after the share certificate for the share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the directors has been given to the Company for any lost share certificate(s) and subject to a lien (equivalent to the Company's lien over the share(s) immediately before the sale took place) for all monies payable by such person or his estate (whether immediately payable or not) in respect of all share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other monies payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice.

46.5 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary 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(s); and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share(s).

47. Call notices

- 47.1 Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a shareholder (or his estate) requiring such shareholder (or his estate) to pay the Company a specified sum of money (a "**call**") which is payable to the Company in respect of shares which that shareholder (or his estate) holds at the date when the directors decide to send the call notice.
- 47.2 A call notice:
- (a) may not require a shareholder (or his estate) to pay a call which exceeds the total sum unpaid on the shares in question (whether as to 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.
- 47.3 A shareholder (or his estate) must comply with the requirements of a call notice but shall not be obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- 47.4 Before the Company has received any call due under a call notice, the directors may revoke it wholly or in part or specify a later date and/or time for payment than is specified in the notice, by a further notice in writing to the shareholder (or his estate) in respect of whose shares the call is made.
48. **Liability to pay calls**
- 48.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 48.2 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 to pay calls which are not the same or to pay calls at different times.
49. **Payment in advance of calls**
- 49.1 The directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the monies uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that extent the liability on the shares on which it is made.
- 49.2 The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate not exceeding 15% per annum as the directors may decide until and to the extent that it would, but for the advance, become payable.
- 49.3 The directors may at any time repay the amount so advanced on giving to such shareholder not less than 14 days' notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.
- 49.4 No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable.
50. **When call notice need not be issued**
- 50.1 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.
- 50.2 If, however, the due date for payment of such a sum has passed and it has not been paid, the holder of the share(s) concerned (or his estate) 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.

51. Failure to comply with call notice: automatic consequences

51.1 If a person is liable to pay a call and fails to do so by the call payment date (as such is defined below) the directors may issue a notice of intended forfeiture to that person and unless and until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate (as such is defined below).

51.2 Subject to Article 51.3, 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;

(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; or, if none,

(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,

provided that if no rate is fixed in either of the manners specified in paragraph (b)(i) or (b)(ii) above it shall be 5% per annum.

51.3 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(a).

51.4 The directors may waive any obligation to pay interest on a call wholly or in part.

52. Notice of intended forfeiture

52.1 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 all the joint holders of that share) or to a transmittee of that holder;

(c) must require payment of the call and any accrued interest together with all costs and expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

(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.

53. 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 monies payable in respect of the forfeited shares and not paid before the forfeiture.

54. Effect of forfeiture

54.1 Subject to these Articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

54.2 Any share which is forfeited in accordance with these 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.

54.3 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 shareholder in respect of those shares;
- (c) that person must surrender the share 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 these Articles at the date of forfeiture in respect of those shares, including any interest, costs and expenses (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.

54.4 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, costs and expenses due in respect of it and on such other terms as they think fit.

55. **Procedure following forfeiture**

55.1 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.

55.2 A statutory declaration by a director or the Company secretary that the declarant is a director or the Company secretary and that a share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

55.3 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.

55.4 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.

56. **Surrender of shares**

56.1 A shareholder 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.

56.2 The directors may accept the surrender of any such share. The effect of surrender on a share is the same as the effect of forfeiture on that share. A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

57. **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 these 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.

58. Share certificates

58.1 Save where otherwise agreed or set out in the terms of subscription, the Company must issue each shareholder with one or more share certificates in respect of the shares which that shareholder holds and, save as provided otherwise in these Articles, such share certificates must be issued free of charge.

58.2 Every share certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the amount paid up on the shares; and
- (d) any distinguishing numbers assigned to them.

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

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

58.5 Share certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

59. Replacement share certificates

59.1 If a share 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 share certificate in respect of the same shares.

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

- (a) may at the same time exercise the right to be issued with a single share certificate or separate share certificates;
- (b) must return the share 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.

60. Instruments of transfer

60.1 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 and unless the share is fully paid, by and on behalf of the transferee.

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

60.3 The Company may retain any instrument of transfer which is registered.

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

60.5 Any instrument of transfer which the directors refuse to register must (unless they suspect that the proposed transfer may be fraudulent) be returned to the transferee.

61. Fractional entitlements

61.1 Whenever, as a result of a consolidation or division of shares, any shareholders are entitled to fractions of shares, the directors may:

- (a) sell the shares representing the fractions to any person (including (provided permitted

- by law) the Company) for the best price reasonably obtainable;
 - (b) 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 those shareholders.
- 61.2 Whenever any shareholder's entitlement to a portion 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.
- 61.3 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 and nor shall such transferee's title to the shares be affected by any irregularity in or invalidity of the process leading to their sale.

Dividends and Other Distributions

62. Procedure for declaring dividends

- 62.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 62.2 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.
- 62.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 62.4 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.
- 62.5 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.
- 62.6 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.
- 62.7 This Article 62 is subject to the provisions of Article 7.

63. Calculation of dividends

- 63.1 Except as otherwise provided by these Articles and by 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 pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 63.2 If any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly.
- 63.3 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 a call or otherwise paid up in advance of its due payment date.

64. Payment of dividends and other distributions

- 64.1 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.

64.2 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 to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that share.

64.3 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.

64.4 In these 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.

65. **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.

66. **Unclaimed distributions**

66.1 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.

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

66.3 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.

67. Non-cash distributions

67.1 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).

67.2 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.

68. 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.

Capitalisation of Profits

69. Authority to capitalise and appropriation of capitalised sums

69.1 Subject to these 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.

69.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

69.3 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. 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 person(s) 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.

69.4 Subject to these Articles, the directors may:

- (a) apply capitalised sums in accordance with Article 69.3(a) and Article 69.3(b) 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 share

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.

Decision-making by shareholders

70. Notice of general meetings

- 70.1 A general meeting of the Company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote being a majority together holding not less than ninety percent in nominal value of the shares giving that right.

- 70.2 Every notice convening a general meeting shall specify:

- (a) the place, the date and the time of the meeting;
- (b) the general nature of the business to be dealt with at the meeting;
- (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution; and
- (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy.

- 70.3 The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the directors and to the auditors and if more than one for the time being, to each of them.

- 70.4 Subject to the provisions of these Articles, notice of a general meeting of the Company may be given:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) by means of a website,

or partly by one such means and partly by another and the provisions of Article 84 (*Company communications*) shall apply accordingly.

- 70.5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.

71. Attendance and speaking at general meetings

- 71.1 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.

- 71.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending

the meeting.

- 71.3 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.
- 71.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 71.5 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.

72. Quorum for general meetings

- 72.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business (and nothing in these Articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting).
- 72.2 Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum. Subject to the provisions of Section 318(2) of the CA2006, whenever the Company has two or more members, a quorum shall be each Relevant Investor, either present by proxy, in person (if an individual) or by a duly authorised representative (if a corporation).

73. Chairing general meetings

- 73.1 If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 73.2 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 (which may not include any proxy appointed by a shareholder) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 73.3 The person chairing a meeting in accordance with this Article is referred to as **"the chairman of the meeting"**.

74. Attendance and speaking by directors and non-shareholders

- 74.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 74.2 The chairman of the meeting may permit other persons who are not:
 - (a) shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,to attend and speak at a general meeting.

75. Adjournment

- 75.1 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, the chairman of the meeting must adjourn it.
- 75.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 75.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 75.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 75.5 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):
 - (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.
- 75.6 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. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved.
- 76. **Voting: general**
- 76.1 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 these Articles.
- 76.2 No shareholder shall, unless the directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting, at any adjournment of it or on any poll called at or in relation to it in respect of any share held by him or to exercise any right as a shareholder unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company. In respect of any A Ordinary Shares held by an Investor, any amount in respect of which the relevant Investor has provided an undertaking to the Company to pay the relevant amount to the Company at a future date shall not be treated as a sum payable by them for the purposes of this Article 76.2.
- 77. **Errors and disputes**
- 77.1 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.
- 77.2 Any such objection must be referred to the chairman of the meeting, whose decision is final and conclusive.
- 78. **Demanding a poll and procedure on a poll**
- 78.1 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.
- 78.2 A poll may be demanded by:
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution;
 - (d) 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; or
 - (e) by a person or persons holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the shares conferring that right.
- 78.3 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,
and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

78.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

79. **Content of proxy notices**

79.1 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 to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

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

79.3 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.

79.4 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.

80. **Delivery of proxy notices**

80.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form:

- (a) to the registered office of the Company; or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting; or
- (c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

80.2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the directors at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article and such proxy shall thereupon be valid notwithstanding such default.

80.3 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.

80.4 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.

81. **Revocation of proxy notices**

81.1 The validity of:

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy; or
- (b) anything done by a proxy acting as duly appointed chairman of a meeting; or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been:

- (a) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles; and
- (b) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

82. Votes of proxies

- 82.1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.
- 82.2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.

83. Amendments to resolutions

- 83.1 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.
- 83.2 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.
- 83.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman of the meeting's error does not invalidate the vote on that resolution.

Administrative Arrangements

84. Company communications

- 84.1 Subject to the provisions of the Acts (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.
- 84.2 Subject to these 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 in writing to be sent or supplied with such notices or documents for the time being.
- 84.3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
- 84.4 The Company may send or supply any document or information to a member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.
- 84.5 A shareholder whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such shareholder shall be entitled to receive any document or information from the Company.
- 84.6 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders.
- 84.7 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 84.8 shall apply.
- 84.8 If on 3 consecutive occasions documents or information have been sent or supplied to any shareholder at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.
- 84.9 Any shareholder present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 84.10 Save as provided otherwise in these Articles, any document or information, addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a shareholder, in the United Kingdom) or electronic

address, as the case may be shall:

- (a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left;
- (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted;
- (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and
- (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

84.11 In calculating a period of hours for the purpose of Article 84.10, no account shall be taken of any part of a day that is not a working day.

84.12 A director may agree with the Company that 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 those set out in Article 84.10.

84.13 Subject to Article 84.9, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).

84.14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 84.9 to Article 84.13 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.

85. Company seals

85.1 Any common seal may only be used by the authority of the directors or a committee of the directors.

85.2 The directors may decide by what means and in what form any common seal is to be used.

85.3 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.

85.4 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.

86. 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.

87. 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.

88. Indemnity and funds

88.1 Subject to Article 88.2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled:

(a) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any other Group Company may be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that director, secretary or other officer:

(i) in the actual or purported exercise of his powers in relation to the affairs of the Company or any other Group Company; and

(ii) in connection with the activities of the Company or any other Group Company in its capacity as a trustee of an occupational pension scheme; and

(b) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding Company may be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Sections 205 and/or 206 of the CA2006 (or enable him to avoid incurring any such expenditure).

88.2 This Article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

89. Insurance

Subject to the provisions of the CA2006, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any other Group Company in respect of all or any part of any relevant loss.