

Company No 4410393

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF THE CLASS OF MEMBERS HOLDING C SHARES OF £1 EACH OF

MOUNT ANVIL GROUP LIMITED

On *13 November* 2015 the following special resolution was duly passed by the above class of members of the Company pursuant to section 288 of the Companies Act 2006

SPECIAL RESOLUTION

- 1 That the regulations contained in the document in the attached form are adopted as the Company's new articles of association in substitution for and to the exclusion of (i) the Company's existing articles of association and (ii) all provisions of the Company's memorandum of association as at 30 September 2009 treated by section 28 of the Companies Act 2006 as included at the date of this resolution in the existing articles of association



Director

WEDNESDAY



LD2 \*L4KFYJ0Z\* 18/11/2015 #35  
COMPANIES HOUSE

**Company No 4410393**

**The Companies Act 2006**  
**Private Company Limited by Shares**

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**ARTICLES OF ASSOCIATION**  
**of**  
**MOUNT ANVIL GROUP LIMITED**

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**(adopted by Special Resolution on 2015)**

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THE COMPANIES ACT 2006

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PRIVATE COMPANY  
LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

MOUNT ANVIL GROUP LIMITED

(adopted by Special Resolution passed on

2015)

**1 Definitions and interpretation**

**1 1** In these Articles, unless the context otherwise requires

**Affiliate** means, in relation any Member that is a body corporate, any person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the Member For the purposes only of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities or by contract, including as the general partner (of a partnership), managing trustee or executor, or otherwise

**A Shares** means the A1 Shares and the A2 Shares (which, subject always to Article 3 2, shall accordingly be treated as a single class, save where these Articles expressly provide to the contrary)

**A1 Majority** means the holders for the time being of more than 50% of the A1 Shares for the time being in issue

**A1 Share** means an A1 Share of £1 in the capital of the Company

**A2 Share** means an A2 Share of £1 in the capital of the Company

**acting in concert** has the meaning given by the City Code on Takeovers and Mergers as in force and construed on the date of adoption of these Articles

**Allocation Notice** has the meaning given in Article 12 11

**Allotment Rights** has the meaning given in Article **Error! Reference source not found.**

**Bad Leaver** means a Member other than a holder of A1 Shares or B Shares who ceases to be either an employee or director in circumstances where

- (a) the Member has been prohibited by law from being a director, or

- (b) the Member has a bankruptcy order made against him, or
- (c) the Member has made an arrangement or composition with his creditors generally in satisfaction of his debts, or
- (d) a member of the Group has lawfully terminated the Member's appointment as a consequence of him being in material breach of the terms of his employment or engagement, and such breach is either not capable of remedy or, if remediable, has not been remedied by him with 14 days of notice of such breach or circumstances having been given to him by the member of the Group which the Member is employed or engaged by, or
- (e) the Member is guilty of gross misconduct, or
- (f) in the Board's reasonable opinion, the Member has acted in a manner which has brought or is likely to bring the Company or any member of its Group into disrepute, or
- (g) he has dealt with, disposed of, or attempted to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and whether or not for value

**B Share** means a B Share of £1 in the capital of the Company

**Board** means the board of directors of the Company, as from time to time constituted

**Business Day** means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays)

**Buyer** has the meaning given in Article 12 11

**C Share** means a C Share of £1 in the capital of the Company

**CA 2006** means the Companies Act 2006

**Called Member** has the meaning given in Article 14 2

**Called Shares** has the meaning given in Article 14 2

**Chairman** means the chairman of the Board from time to time

**Change of Control** means the acquisition whether by purchase, transfer, renunciation or otherwise by any Third Party Buyer of any interest in any shares in the Company if, upon completion of that acquisition, the Third Party Buyer, together with persons acting in concert or connected with him, would Control the Company

**Company Specified Shares** has the meaning given in Article 15 1

**Company Communication Provisions** means the company communication provisions in the CA 2006 (being the provisions at sections 1144 to 1148 of and Schedules 4 and 5 to that Act)

**Conflict Authorisation** has the meaning given in Article 25 3

**Conflict Situation** has the meaning given in Article 25 3

**connected with** has the meaning given in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that act would so require

**Control** has the meaning given to it in section 450 of the Corporation Tax Act 2010

**Deemed Transfer Notice** has the meaning given in Article 13 2

**Deemed Transfer Shares** means in relation to a Relevant Member, all C Shares

- (a) held by the Relevant Member immediately before the occurrence of the Transfer Event,
- (b) held immediately before the occurrence of the Transfer Event by any persons who acquired the Shares directly or indirectly from the Relevant Member or by reason of their connection with the Relevant Member (and the decision of the Board in this respect will be final), and
- (c) acquired by the Relevant Member or his personal representatives after the occurrence of the Transfer Event under any option scheme or other arrangement which was made before the occurrence of the Transfer Event,

provided always that, to avoid doubt, A Shares, B Shares and Preference Shares shall not in any event constitute Deemed Transfer Shares

**Drag Along Option** has the meaning given in Article 14 1

**Drag Along Notice** has the meaning given in Article 14 2

**Drag Sale Price** means a price per Share determined by taking the aggregate price to be paid to the Dragging Members for their Shares and using such price to determine the Proceeds which would be paid to all Members on a sale of all Shares so that, where the provisions of Article 7 2 are applied to such Proceeds, this results in such aggregate price being paid to the Dragging Members in accordance with Article 7 2 The provisions of such Article 7 2 shall then be applied to such deemed Proceeds to determine the price per Share in each class which would be payable from such Proceeds (which shall be the Drag Sale Price in respect of the Shares in each such class) In the event of the whole or any part of the consideration payable to the Dragging Members being contingent, deferred, or offered in any form other than in cash, then the consideration to be paid to the Called Members shall likewise be contingent, deferred and/or in non-cash form on a like basis and so far as practicable in the same proportions and it shall not be necessary in determining the Drag Sale Price to specify a cash value for any part of the price which is contingent, deferred or offered in any form other than cash In the event of the Third Party Buyer agreeing to pay or reimburse any out-of-pocket costs or expenses of the Dragging Members incurred in connection with the sale of the Dragging Shares, then such agreement shall for the avoidance of doubt be disregarded in calculating the Drag Sale Price

**Dragging Members** has the meaning given in Article 14 1

**Dragging Shares** has the meaning given in Article 14 1

**Eligible Director** means a director who is entitled to vote on any matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)

**Employee Trust** means a trust approved by an A1 Majority and whose beneficiaries are employees of the Group

**Equity Proceeds** has the meaning given in Article 7 2(b)

**Equity Shares** means the A Shares, the B Shares and the C Shares for the time being in issue

**Founder** means Cornelius Killian Hurley

**Founder Controlled Entity** means an entity that, directly or indirectly through one or more intermediaries, is controlled by the Founder, a Privileged Relation of the Founder and/or a Founder Family Trust For the purposes of this definition, "**controlled by**" means the relevant party has the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities or by contract, including as the general partner (of a partnership), managing trustee or executor, or otherwise

**Founder Family Trust** means a trust that permits the settled property or the income from it to be applied only for the benefit of a Privileged Relation or any charity nominated by the Founder in his personal capacity

**Founder Party** means any Privileged Relation of the Founder, any trustees of a Founder Family Trust, or a Founder Controlled Entity

**Founder Successor** has the meaning given in Article 8 4

**Group** means the Company and all its subsidiaries and subsidiary undertakings for the time being and **member of the Group** shall be construed accordingly

**Higher Hurdle Amount** means the lower of (i) the most recent Published NAV or (ii) £100,000,000

**Higher Hurdle Proceeds** means all Equity Proceeds to be distributed following distribution of the Lower Hurdle Proceeds, until such time as the total amount of Equity Proceeds distributed is equal to the Higher Hurdle Amount

**Issue Price** means the amount paid up or credited as paid up on the Shares concerned (including any premium)

**Listing** means either

- (a) the admission by the UK Listing Authority to listing, together with admission by the London Stock Exchange to trading, on the Official List of any of the issued Equity Shares of the Company, and such admission becoming effective,
- (b) the admission by the London Stock Exchange of any of the issued Equity Shares of the Company to trading on AIM, and such admission becoming effective, or
- (c) any equivalent admission to any other Recognised Investment Exchange becoming unconditionally effective in relation to any of the issued Equity Shares of the Company

**Listing Shares** means the issued Equity Shares of the Company (excluding any equity share capital to be subscribed and issued on such Listing other than new shares to be paid up by

way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of Equity Shares)

**Listing Value** means, in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the financial advisers to the Company or, if none, the broker appointed by the Board to advise in connection with the Listing

**Lower Hurdle Amount** means the sum of £70,000,000

**Lower Hurdle Proceeds** means any or all Equity Proceeds to be distributed until such time as the total aggregate amount of Equity Proceeds distributed is equal to the Lower Hurdle Amount

**Market Value** has the meaning given in Article 12 4(a)

**Member** means any registered holder of a Share for the time being

**member of the same group** means, in relation to a particular Member that is a body corporate, any subsidiary or holding company of that Member, or a subsidiary of such a holding company

**Model Articles** means the model articles for private companies limited by shares prescribed by Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (including any amendments thereto) as in force on the date on which these articles become part of the constitution of the Company

**Offer Notice** has the meaning given in Article 12 8

**Offer Notice Period** has the meaning given in Article 12 9

**Nominated Purchaser(s)** has the meaning given in Article 16 7

**Nomination Notice** has the meaning given in Article 16 7

**Permitted Share Issue** means an issue of Shares or instruments convertible into Shares by the Company which complies with the requirements of Articles 8 3 and 8 4 and has been approved by an A1 Majority

**Permitted Transfer** means a transfer of a Share permitted without pre-emption under Article 11

**Preference Shares** means the Preference Shares of £1 each in the capital of the Company

**Privileged Relation** means the spouse (or widow) and the children and grandchildren (including step and adopted children) of the Founder

**Proceeds** has the meaning given to it in Article 7 2

**Proposed Sale Price** has the meaning given in Article 12 2(c)

**Published NAV** means the consolidated net asset value of the Group as shown on the most recent consolidated audited accounts of the Group at the time in question



**Put Option Completion** has the meaning given in Article 16 4

**Put Option Notice** has the meaning given in Article 16 1

**Put Option Price** means the sum of £2,000, in aggregate, for all Put Option Shares

**Put Option Seller** has the meaning given in Article 16 3

**Put Option Shares** has the meaning given in Article 16 1

**Realisation** means a Sale, a Listing or a Winding Up

**Recognised Investment Exchange** has the meaning given in section 285(1)(a) of the Financial Services and Markets Act 2000

**Relevant Director** has the meaning given in Article 25 3

**Relevant Member** has the meaning given in Article 13 2

**Sale** means the making of one or more agreements (whether conditional or not but which agreement(s) become(s) unconditional) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition **disposal** shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or of voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement

**Sale Price** has the meaning given in Article 12 4

**Sale Shares** has the meaning given in Article 12 2(a)

**Seller** has the meaning given in Article 12 1

**Shares** means shares of any class in the capital of the Company

**Start Date** means the date on which C Shares are first issued or, if later, the date of commencement of a Member's directorship of, or employment by, a member of the Group

**Termination Date** has the meaning given in Article 13 8

**Transfer Notice** has the meaning given in Article 12 1

**Third Party Buyer** means a party other than the Founder or a Founder Party

**Total Transfer Condition** has the meaning given in Article 12 2(e)

**Transfer Event** has the meaning given in Article 13 1

**UK Listing Authority** means the Financial Services Authority or its successors as the competent authority for listing in the United Kingdom under Part VI of the Financial Services and Markets Act 2000

**Uncommitted Shares** has the meaning given in Article 15 1

**Unvested Shares** means those Shares which have not vested in accordance with Articles 13 9 to 13 11 inclusive

**Valuers** means the auditors for the time being of the Company or, if such auditors are unwilling to act, another firm of chartered accountants selected by the Board

**Vested Shares** means those Shares which have vested in accordance with Articles 13 9 to 13 11 inclusive

**Winding Up** means the passing of any resolution for the winding up of the Company, or any other return of capital (on liquidation, capital reduction or otherwise)

1 2 A reference in these Articles to a numbered **regulation** is to the article so numbered in the Model Articles

1 3 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships

1 4 Words and expressions defined in or for the purposes of the CA 2006 or the Model Articles shall, unless the context otherwise requires, have the same meaning in these Articles

1 5 The headings in these Articles shall not affect their construction or interpretation

1 6 Whenever under these Articles it is desired or necessary for any two or more persons to give any notice, consent or approval in writing, the same may be done by them executing two or more documents either in identical form or adapted only for execution

1 7 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Articles or otherwise arising between the Company and any of its members (or any former member or any person claiming title or interest under or by virtue of any member or former member) (each a **Disputant**) relating in any way to the past or present or alleged membership of the Company or otherwise under the Articles of Association for the time being of the Company or under the CA 2006 (a **Dispute**), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity

1 8 The Company and each Disputant agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary

1 9 Notwithstanding Article 1 7 and Article 1 8, this Article does not prevent the Company from taking proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction To the extent allowed by law, the Company may take concurrent Proceedings in any number of jurisdictions

## **2 Application of the Model Articles etc**

2 1 These Articles and the regulations of the Model Articles (subject to any modifications set out in these Articles and, in particular, in Article 26) shall constitute all the articles of association of the Company

2 2 Regulations 8, 14(1) to 14(5) (inclusive), 19(3)(b), 21, 26(1), 26(5), 36, 41(1), 44(2) to 44(4) (inclusive), 52 and 53 do not apply to the Company

## **3 Share Capital**

3 1 In these Articles, unless the context requires otherwise, references to Shares of a particular class shall include Shares created and/or issued after the date of adoption of these Articles

and ranking pari passu in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue

3 2 Save as specified to the contrary in these Articles, the A Shares, the B Shares and the C Shares shall rank pari passu in all respects and the A1 Shares, the A2 Shares, the B Shares, the C Shares and the Preference Shares shall constitute separate classes of Shares

3 3 Subject to the Articles, the Board 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 (**Capitalised Sum**) to the persons who would have been entitled to it if it were distributed by way of dividend and/or to such other persons (**Persons Entitled**) and in such proportions as authorised by ordinary resolution

3 4 Capitalised Sums must be applied

(a) on behalf of the Persons Entitled, and

(b) in such proportions as authorised by ordinary resolution

3 5 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

3 6 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct

3 7 Subject to the Articles, the Board may

(a) apply Capitalised Sums in accordance with Articles 3 5 and 3 6 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 Article 3 (including the issuing of fractional certificates or the making of cash payments), and

(c) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under Article 3

#### **4 Dividends**

4 1 Any dividend declared shall be distributed pari passu amongst the holders of the A Shares, and the holders of the B Shares as if they were Shares of the same class

4 2 The holders of the Preference Shares and the holders of the C Shares shall not be entitled to receive any dividend

## **5 Return of capital and redemption of Preference Shares**

- 5 1 On a return of capital, whether on liquidation or capital reduction or otherwise (other than a redemption or purchase of shares made in accordance with these Articles), the surplus assets of the Company remaining after the payment of its liabilities shall be applied as if they were the proceeds from a Realisation under Article 7
- 5 2 The Company shall redeem the Preference Shares in such number and in such manner and at such times as the Company may from time to time determine. The Company shall give the holder(s) of the Preference Shares written notice of any such redemption of Preference Shares and the date of redemption (which shall be not less than 7 days following the date of such notice being served unless the holders of not less than 75% of the Preference Shares agree to the contrary)
- 5 3 The Company shall redeem all the Preference Shares then in issue immediately prior to, and conditionally upon, the occurrence of any of the following
- (a) a Realisation, or
  - (b) (unless the holders of not less than 75% of the Preference Shares for the time being otherwise agree) the appointment of a receiver, manager or administrative receiver over all or any part of the assets of any member of the Group or the appointment of a liquidator or administrator (whether or not out of court) over any member of the Group
- 5 4 The Company shall pay on each of the Preference Shares so redeemed the sum equal to £1 per Preference Share
- 5 5 Upon any redemption of Preference Shares, the Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of the Preference Shares which are to be redeemed the amount payable in respect of such redemption and the holder shall deliver to the Company for cancellation the certificate(s) for those Preference Shares or an indemnity in a form reasonably satisfactory to the Company in respect of any missing share certificate. If any share certificate delivered to the Company includes any Preference Shares not redeemable at that time, the Company shall forthwith issue to the holder at the same time a fresh certificate for the balance of the Preference Shares not redeemed, without charge. Any redemption of Preference Shares under this Article 5 shall take place at the registered office of the Company
- 5 6 In the case of a redemption of less than all the Preference Shares for the time being in issue, the Company shall redeem the same proportion (as nearly as practicable) of each Member's registered holdings of Preference Shares, any fractions otherwise arising to be determined (in the absence of agreement between such Members) by lot supervised by the Board
- 5 7 If the Company is permitted by the CA 2006 to redeem only some of the Preference Shares that would otherwise fall to be redeemed at any time, the Company shall only redeem that number of such Preference Shares that it can so redeem at that time. The Company shall redeem, as soon thereafter as it may do so, all the remaining Preference Shares so to be redeemed, and pending such redemption, shall not pay any dividend on any other class of Shares
- 5 8 If any Member whose Preference Shares are liable to be redeemed under this Article 5 fails to deliver to the Company the documents referred to in Article 5 5, the Company shall retain the

redemption money for such Preference Shares on trust for that Member (but without obligation to invest or earn or pay interest in respect of the same) until it receives those documents. The Company shall then pay the redemption money to the relevant Member upon receipt of those documents.

## **6 Voting**

- 6.1 Each holder of an A Share or a B Share (as the case may be) shall be entitled to receive notice of, and each holder of an A Share or a B Share shall be entitled to attend and vote at, general meetings of the Company as if they were Shares of the same class, on a show of hands every holder of an A Share or a B Share (as the case may be) who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of an A Share or a B Share (as the case may be) so present in person or by proxy shall have one vote for each A Share or B Share held by him.
- 6.2 The Preference Shares and C Shares shall not entitle their holders to receive notice of a general meeting of the Company or to attend, speak or vote at it.
- 6.3 The Preference Shares and C Shares shall not entitle their holders to receive, or to exercise voting rights in respect of, any written resolution of the Company.

## **7 Provisions on Realisation**

- 7.1 On a Realisation, the provisions of this Article 7 shall apply to determine the allocation of the proceeds of such Realisation.
- 7.2 On a Sale or Winding Up the proceeds from the Realisation (**Proceeds**) shall (unless otherwise agreed by the Members) be paid by all Members into a joint account at such branch of such UK clearing bank as may be nominated by the Board prior to the Realisation and such Proceeds shall be allocated and paid out as follows:
- (a) first in paying to each Member holding Preference Shares not yet redeemed an amount equal to the Issue Price of such Preference Shares, and
  - (b) second in dividing the surplus (if any) (**Equity Proceeds**) as follows:
    - (i) if the Equity Proceeds equal an amount which is equal to or less than the Lower Hurdle Amount, in distributing such amount to Members holding A Shares and Members holding B Shares (pro rata as between such holders to their respective holdings as if a single class of Shares and ignoring any difference in nominal value),
    - (ii) if the Equity Proceeds equal an amount which is greater than the Lower Hurdle Amount but less than Higher Hurdle Amount:
      - (A) first in dividing an amount equal to the Lower Hurdle Proceeds between the Members holding A Shares and the Members holding B Shares (pro rata as between such holders to their respective holdings as if a single class of Shares and ignoring any difference in nominal value), and
      - (B) second in dividing any surplus remaining between the Members holding A Shares, the Members holding B Shares, and the Members holding C Shares (pro rata as between such holders to their

respective holdings as if a single class of Shares and ignoring any difference in nominal value), or

(iii) if the Equity Proceeds equal an amount which is equal to or greater than the Higher Hurdle Amount

(A) first in dividing an amount equal to the Lower Hurdle Proceeds between the Members holding A Shares and the Members holding B Shares (pro rata as between such holders to their respective holdings as if a single class of Shares and ignoring any difference in nominal value),

(B) second in dividing an amount equal to the Higher Hurdle Proceeds less the Lower Hurdle Proceeds between the Members holding A Shares, the Members holding B Shares and the Members holding C Shares (pro rata as between such holders to their respective holdings as if a single class of Shares and ignoring any difference in nominal value), and

(C) third in dividing any surplus remaining between the Members holding A Shares and the Members holding B Shares (pro rata as between such holders to their respective holdings as if a single class of Shares and ignoring any difference in nominal value)

7 3 Immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Board may reasonably specify, to ensure that the Listing Value is allocated between the Members in the same proportions as the preceding provisions of Article 7 2 would provide on a Sale at that Listing Value

7 4 In the event of a Realisation occurring where the whole or any part of the Proceeds are to be received by the Members in a form other than cash, the Members shall enter into such arrangements in relation to such Proceeds as they may agree or, in default of such agreement, as the Board may reasonably specify, to ensure that such non-cash consideration is allocated amongst the holders of Equity Shares so as to achieve the same commercial effect as would be the case pursuant to Article 7 2 if such Proceeds had actually been received in cash (and as between such holders of Equity Shares, such non-cash consideration shall be apportioned between the different classes of Equity Shares in the same proportions as those proportions in which they are entitled to receive the overall Proceeds, unless the Members holding Equity Shares should reach any agreement to the contrary)

7 5 In the event that the application of any provision of this Article 7 cannot be agreed between the Members then a written determination provided by the Valuers (if so requested by the Board) shall be final and binding on all Members (save in the case of manifest error)

7 6 For the purposes of this Article 7, where any agreement is required to be reached as between the Members, then the agreement of the holders of over 50% (by reference to nominal value) of any one class of Shares for the time being in issue shall be binding on all of the holders of Shares in such class For the purposes of this Article 7 6, the A1 Shares and the A2 Shares shall be treated as separate classes of Share, notwithstanding the fact that all A Shares are treated on a pari passu basis pursuant to the other provisions set out in this Article 7

## **8 Variation of class rights and A1 Shares**

- 8 1 Whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the issued Shares of that class, but not otherwise. All the provisions of these Articles relating to general meetings of the Company shall apply to every such separate meeting (with such amendments as may be necessary to give such provisions efficacy). For the purposes of this Article 8, the A1 Shares and the A2 Shares shall be treated as separate classes of Share.
- 8 2 Any creation of a new class of Shares for the purpose of a Permitted Share Issue shall not constitute a variation or abrogation of rights attached to other classes of Shares for the purposes of Article 8 1 or otherwise, providing that the provisions of Article 9 are complied with.
- 8 3 Without prejudice to the generality of their rights, the special rights attached to the A1 Shares shall each be deemed to be varied at any time by any of the following occurring without the class consent of their holders and accordingly the Company shall not do or procure the same without such consent:
- (a) an increase, reduction or other alteration in the issued share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof other than a redemption of Preference Shares pursuant to Article 5,
  - (b) the grant of an option to subscribe for Shares in the Company or any other member of the Group or the issue of any securities or instruments convertible into any such Shares,
  - (c) the creation by the Company or any other member of the Group of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business or retention of title in the ordinary course of trading),
  - (d) the making of any material change (including cessation) in the nature of the business of the Group taken as a whole,
  - (e) the alteration of these Articles or of the articles of association of any member of the Group,
  - (f) the declaration or payment of any dividend or the making of any other distribution in respect of the profits, assets or reserves of the Company,
  - (g) the institution of any proceedings for, or the passing of any resolution for or in preparation for the winding up or administration of or the appointment of an administrator for the Company or any other member of the Group,
  - (h) the appointment or removal of any director of any member in the Group otherwise than under Article 20 2,
  - (i) a Realisation,

- (j) the change of the auditors of any member of the Group or any entry into or variation of any liability limitation agreement (as defined by section 534 of the CA 2006) or similar arrangement with any auditor by any member of the Group,
- (k) the Company or any other member of the Group incurring an obligation to do any of the foregoing, and
- (l) the registration or purported registration of any transfer of any Share or interest therein other than as expressly permitted by these Articles

8 4 No person shall be entitled to hold A1 Shares other than the Founder (or any person entitled to such A1 Shares upon the Founder's death (a **Founder Successor**)) without the prior written consent of the Founder (or a Founder Successor as applicable) To the extent that any such other person should acquire any A1 Shares then, unless the Founder (or a Founder Successor as applicable) consents in writing to the contrary (with a copy of such consent being provided to the Company), such A1 Shares shall immediately and automatically (to avoid doubt without any further resolution of the Members or the Board being necessary) convert into an equivalent number of A2 Shares

## 9 Issue of shares

9 1 Subject to the CA 2006 and Article 8 3, the directors may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued Shares in the Company to such persons and generally on such terms, in such manner and at such times as they may determine

9 2 By virtue of section 567(1) of the CA 2006, the provisions of sections 561 and 562 of the CA 2006 shall not apply to an allotment made by the Company of equity securities (as defined in section 560(1) of the CA 2006) To avoid doubt nothing in this Article 9 shall confer on any person any right or expectation to receive any pre-emptive or other offer of new shares or equity securities, but any such offer or allotment shall in any event be subject to the requirement for consent under Article 8 3

## 10 Transfer of Shares

10 1 The Board shall only register the transfer of any Share or any interest in any Share (and a Member accordingly may only transfer a Share or an interest in a Share) if the transfer

- (a) is permitted by Article 11 (Permitted Transfers), or
- (b) is made in accordance with Article 12 (Voluntary transfers), Article 13 (Compulsory transfers), Article 14 (Drag Along Option), Article 15 (Tag along) or Article 16 (Put Option), or
- (c) is a transfer of A1 Shares upon the Founder's death to a Founder Successor, or
- (d) is a transfer of B Shares, or
- (e) is a transfer to a party, and on such terms, as an A1 Majority may agree in writing (including, to avoid doubt, any proposed transfer of A1 Shares or an interest in an A1 Share)

and otherwise is made and not prohibited in accordance with these Articles



- (a) For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice, the Board may from time to time require any Member or any person named as transferee in any transfer lodged with the Company for registration to furnish to the Board such information and evidence as they reasonably deem relevant for such purpose
  - (b) Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under Article 10 2(a) the Board may in their absolute discretion refuse to register the transfer in question or require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned
  - (c) If the Board refuse to register a transfer of a Share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal
  - (d) If such information or evidence requested under Article 10 2(a) discloses to the reasonable satisfaction of the Board that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned
- 10 3 An obligation to transfer a Share under these Articles shall be deemed an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance

## **11 Permitted Transfers**

### **11 1 Transfers within groups of companies and to Affiliates**

- (a) Any Member that is a body corporate may at any time transfer any Shares held by it to an Affiliate
- (b) Where shares have been transferred under Article 11 1(a) (whether directly or by a series of such transfers) from a Member (the **Transferor**) to an Affiliate of the Transferor (the **Transferee**) and subsequent to such transfer the Transferee shall cease to be an Affiliate of the Transferor then the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceased to be an Affiliate, the Board may require the Transferee to serve a Transfer Notice in respect of such Shares

### **11 2 Transfers with consent**

A Member may transfer Shares to any person at any time with the prior written consent of an A1 Majority

### **11 3 Transfer by an Employee Trust**

Where any Shares are held by trustees of an Employee Trust

- (a) on any change of trustees, the Shares may be transferred to the trustees of that Employee Trust, and

- (b) the Shares may be transferred at any time to any beneficiary of the Employee Trust if an A1 Majority has approved the transfer

#### 11 4 Transfers of unencumbered interest

A transfer of any Share pursuant to this Article 11 shall only be treated as a Permitted Transfer for the purposes of these Articles if it is a transfer free from any lien, charge or other encumbrance

#### 12 Voluntary transfers

- 12 1 Except as permitted under Article 11 (Permitted Transfers) or as contemplated in Article 14 (Drag Along Option), 15 (Tag along) or 16 (Put Option), and subject always to Article 12 15 below, any Member who wishes to transfer any A Share or C Share (a **Seller**) shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing (a **Transfer Notice**) on the Company of his wish to make that transfer

- 12 2 In the Transfer Notice the Seller shall specify

- (a) the number and class(es) of Shares (**Sale Shares**) which he/it wishes to transfer,
- (b) the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares,
- (c) the price per Share at which the Seller wishes to transfer the Sale Shares, for each class where applicable (the **Proposed Sale Price**),
- (d) any other terms relating to the transfer of the Sale Shares, and
- (e) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 12 (a **Total Transfer Condition**)

- 12 3 Each Transfer Notice shall

- (a) constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 12, and
- (b) save as provided in Article 12 7, be irrevocable

- 12 4 Subject always to Article 12 5 and Article 13 the Sale Shares shall be offered for purchase in accordance with this Article 12 at a price per Sale Share (**Sale Price**) agreed between the Seller and the Board or, in default of such agreement, by the end of the 15th Business Day after the date of service of the Transfer Notice

- (a) if the Board so elects within that 15 Business Day period after the date of service of the Transfer Notice, the Sale Price shall be the price per Sale Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (the **Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report), and
- (b) otherwise, the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th Business Day

- 12 5 If instructed to report on their opinion of Market Value under Article 12 4(a) the Valuers shall
- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Members, and
  - (b) proceed on the basis that
    - (i) the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for such Sale Shares in the event that a Sale were to take place (to avoid doubt, applying the provisions set out in Article 7 to that purchase price which a willing buyer would agree with a willing seller for the entire issued share capital of the Company in order to determine that part of such purchase price which would be payable in respect of the Sale Shares),
    - (ii) accordingly, and subject always to the provisions set out in Article 7 being applied as aforesaid, there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding that is the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares, and
    - (iii) any difficulty in applying the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion
- 12 6 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 28 days of being requested to do so. The Valuers' fees for reporting on their opinion of the Market Value (if requested to do so) shall be borne by the Company.
- 12 7 If the Market Value is reported on by the Valuers under Article 12 4 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not stated to be, or is not deemed by these Articles to be, irrevocable by written notice given to the Board within the period of 5 Business Days after the date the Board serves on the Seller the Valuers' written opinion of the Market Value.
- 12 8 The Board shall, at least 10 Business Days after and no more than 20 Business Days after the Sale Price has been agreed or determined, give notice in writing (an **Offer Notice**) to all Members to whom the Sale Shares are to be offered in accordance with these Articles.
- 12 9 An Offer Notice shall
- (a) specify the Sale Price,
  - (b) contain the other details included in the Transfer Notice, and
  - (c) invite the relevant offerees to respond in writing, during the 35 Business Day period commencing on the date of service of the Offer Notice (the **Offer Notice Period**), to purchase the numbers of Sale Shares specified by them in their application.
- 12 10 Sale Shares shall be treated as offered to all holders of A1 Shares, provided always that
- (a) an A1 Majority shall be entitled to elect (by notice in writing to the Company) at any time prior to or during the Offer Notice Period that any or all of the Sale Shares be offered instead to such other person(s) or entities as an A1 Majority sees fit (who may

or may not be Members (including any holder(s) of A1 Shares) entirely at the A1 Majority's discretion),

- (b) no Sale Shares shall be treated as offered to the Seller or any other Member who is then bound to give, has given or is deemed to have given, a Transfer Notice in respect of the Shares registered in his/its name, and
- (c) after the expiry date of the Offer Notice Period, the Board shall allocate the Sale Shares to these persons or entities who are nominated by an A1 Majority as are referred to in Article 12 10(a), or otherwise pro rata amongst holders of A1 Shares in accordance with the applications received

12 11 The Board shall, within 5 Business Days of the expiry date of the Offer Notice Period, give notice in writing (an **Allocation Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Buyer**) specifying the name and address of each Buyer, the number and class of Sale Shares agreed to be purchased by him and the aggregate price payable for them

12 12 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Seller shall, upon payment to it by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate(s) to that Buyer

12 13 The Seller may, during the period of 30 Business Days commencing 20 Business Days after the expiry date of the Offer Notice Period, sell all or any of those Sale Shares for which an Allocation Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee approved by an A1 Majority in writing, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee

12 14 If a Seller fails for any reason to transfer any Sale Shares (including Deemed Transfer Shares offered for sale in accordance with Article 13) when required pursuant to this Article 12, the Board may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of Members in purported exercise of the power conferred by this Article 12 14 the validity of the proceedings shall not be questioned by any person

12 15 No Transfer Notice shall be served by any Member without the prior consent of an A1 Majority at any time

### **13 Compulsory transfers**

13 1 In this Article 13, a Transfer Event occurs, in relation to any Member holding C Shares

*Corporate dissolution or insolvency etc*

(a) if that Member being a body corporate

- (i) shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets,
- (ii) shall appoint or suffer the appointment of an administrator appointed in relation to it,
- (iii) shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or
- (iv) shall have any equivalent action to that set out in sub-Articles (i) to (iii) above in respect of it taken in any jurisdiction outside England and Wales,

and, within the following twelve months, an A1 Majority shall notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article 13, or

(b) if that Member being an individual

- (i) shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction,
- (ii) is prohibited from being a director by law,
- (iii) shall make an offer to make any arrangement or composition with his creditors generally,
- (iv) shall die,
- (v) shall become the subject of any written opinion by a registered medical practitioner referred to in Regulation 18 1(d) of the Model Articles, or
- (vi) shall become subject to any court order referred to in Regulation 18 1(e) of the Model Articles,

and, within the following twelve months, an A1 Majority shall notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article 13,

*Ceasing to be director or employee of the Group*

(c) if either

- (i) a Member who is at any time a director or employee of a member of the Group shall cease to hold such office or employment, or
- (ii) the member of the Group of which such a Member is a director or employee shall cease for any reason to be a member of the Group,

and the Member does not remain or thereupon immediately become a director or employee of another company which is still a member of the Group, and within the following twelve months an A1 Majority shall notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article 13,

*Unauthorised attempted transfer*

- (d) if a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and whether or not for value and within the following twelve months an A1 Majority shall notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article, or

*Failure to serve Transfer Notice under specified provisions*

- (e) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by any express provision of these Articles, and within the following twelve months an A1 Majority shall notify the Company that such event is a Transfer Event in relation to that Member for the purposes of this Article

In the event that no notice is served during the period of 12 months referred to above that an event is a Transfer Event, then such a notice shall be deemed served on the expiry of 12 months unless an A1 Majority expressly notifies the Company in writing to the contrary

- 13 2 Upon the making of a notification under Article 13 1 that any event is a Transfer Event, the Member in respect of which such event is a Transfer Event (**Relevant Member**) and any other holder of any Deemed Transfer Shares shall be deemed to have immediately given a Transfer Notice in respect of all the Deemed Transfer Shares then held by such Member(s) (**Deemed Transfer Notice**). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the Deemed Transfer Shares except for Shares that have then been validly transferred pursuant to that Transfer Notice. For the purpose of this Article 13 2, any Shares received by way of rights or on a capitalisation at any time by any person to whom Deemed Transfer Shares may have been transferred (directly or by means of a series of two or more transfers) shall also be treated as Deemed Transfer Shares
- 13 3 Notwithstanding any other provision of these Articles, any Member shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company or to receive or to have any voting rights in respect of, any written resolutions of the Company in respect of such Deemed Transfer Shares (and of any shares received thereafter by way of rights or on a capitalisation in respect of those Deemed Transfer Shares) on and from the date of the relevant Deemed Transfer Notice (or if later the date upon which it receives the Shares) until the entry in the register of members of the Company of another person as the holder of those Deemed Transfer Shares
- 13 4 Subject to Article 13 6, any Deemed Transfer Shares shall be offered for sale in accordance with Article 12 (Voluntary transfers) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller any person who is deemed to have given a Deemed Transfer Notice save that
  - (a) the Sale Price shall be a price per Deemed Transfer Share agreed between the Seller and the Board or, in default of agreement within 15 Business Days after the making of the notification or resolution under Article 13 1 that the same is a Transfer Event, the Market Value of the Deemed Transfer Shares, and
  - (b) a Deemed Transfer Notice shall be deemed to contain a Total Transfer Condition and shall be irrevocable whether under Article 12 7 or otherwise
- 13 5 Once a Deemed Transfer Notice shall under these Articles be given in respect of any Share then no permitted transfer under Article 11 (Permitted Transfers) may be made in respect of

such Share unless and until a Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 12 (Voluntary transfers) shall have expired without such allocation

13 6 The Sale Price for any Deemed Transfer Shares as a consequence of a Transfer Event falling within Article 13 1(c) shall

- (a) in respect of any Vested Shares, be their Market Value, and
- (b) in respect of any Unvested Shares, be the sum of £1 in aggregate for all of such Unvested Shares,

and the Sale Price for any Deemed Transfer Shares as a consequence of a Transfer Event falling within Article 13 1(d) or 13 1(e) shall be the sum of £1 in aggregate for all Deemed Transfer Shares

13 7 A dispute as to whether Article 13 6(a) or Article 13 6(b) applies to any Deemed Transfer Shares shall not affect the validity of a Deemed Transfer Notice but any person who acquires Deemed Transfer Shares (**Buyer**) pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Seller the sum of £1 and shall pay a sum equal to the difference between £1 and the Market Value of such Shares to the Company. The Company shall hold that amount in a separate interest-bearing bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute

- (a) to the Seller to the extent that the Deemed Transfer Shares are determined to be sold for their Market Value, and
- (b) to the Buyer(s) to the extent that the Deemed Transfer Shares are determined to be sold for £1 in aggregate,

provided always that if the Seller and Buyer(s) otherwise agree in writing and notify such agreement to the Company it shall instead hold and deal with the monies paid into such account and interest as such agreement and notice may specify whether or not the dispute has been resolved

13 8 For the purpose of Article 13 1(c) the date upon which a Member ceases to hold office as an employee or director (**Termination Date**) shall

- (a) where the Group Company terminates or purports to terminate a contract of employment or engagement by giving notice to the employee or director of the termination of the employment or engagement, whether or not the same constitutes a wrongful or unfair dismissal, be the date of that notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the Group Company in respect of such termination, and/or requires the employee to continue in employment for such notice period),
- (b) where the employee or director terminates or purports to terminate a contract of employment or engagement by giving notice to the Group Company of the termination of the employment or engagement (whether or not he is lawfully able so to do), be the date of that notice,
- (c) where the Group Company (on the one hand) or employee or director (on the other hand) wrongfully repudiates the contract of employment or engagement and the other respectively accepts that the contract of employment or engagement has been

terminated, be the date of such acceptance by the Group Company, or employee or director (as the case may be),

(d) where a contract of employment or engagement is terminated under the doctrine of frustration, be the date of the frustrating event, or

(e) where a contract of employment or engagement is terminated in any other circumstance other than set out in Articles 13 8(a) to 13 8(d), be the date on which the person actually ceases to be employed or engaged by the Group Company

13 9 On a Realisation, provided no Termination Date has arisen in respect of a Relevant Member on or prior to the date of the Realisation, any Shares held by that Relevant Member shall (to avoid doubt) all be deemed to be Vested Shares for the purpose of these Articles

13 10 If a Termination Date arises in respect of a Relevant Member on or after the date which is 5 years following the Start Date in respect of that Relevant Member, then (subject to Article 13 11) any Deemed Transfer Shares arising as a consequence of such Relevant Member's cessation of employment or directorship shall all be Vested Shares for the purposes of these Articles

13 11 If a Termination Date arises in respect of a Relevant Member prior to the date which is 5 years following the Start Date in respect of that Relevant Member, then any Deemed Transfer Shares arising as a consequence of such Relevant Member's cessation of employment or directorship shall all be Unvested Shares for the purposes of these Articles

13 12 If a Relevant Member ceases to be a director or employee of any member of the Group in circumstances in which he is a Bad Leaver, then all Deemed Transfer Shares arising as a consequence of such cessation shall immediately (whether they have already vested under Article 13 10 or 13 10 or not) be treated as Unvested Shares

13 13 It is acknowledged by the parties that every Member shall acquire the full legal and beneficial interest in his or her Shares as at the date on which such Shares are issued and accordingly references in these Articles to Shares "vesting" or similar references are relevant only for the purposes of determining the price at which the Member's Shares may be offered for sale pursuant to this Article 13 and not for any other purpose

#### **14 Drag Along Option**

14 1 If an A1 Majority (either alone or together with other Members) (the **Dragging Member(s)**) wishes to transfer all of their Shares (**Dragging Shares**) to any Third Party Buyer which would, if completed, result in a Change of Control of the Company, the Dragging Member(s) shall have the option (**Drag Along Option**) to require any or all of the other Members to transfer all their Shares at the Drag Sale Price with full title guarantee to the Third Party Buyer in accordance with this Article 14

14 2 The Dragging Members may exercise the Drag Along Option at any time before the registration of the transfer of the Dragging Shares by giving at least 10 Business Days notice to that effect (**Drag Along Notice**) to all other Members (**Called Members**) A copy of the Drag Along Notice shall, for information only, also be given to the Company at its registered office (but so that any failure or delay in giving such copy shall in no way prejudice the operation of this Article 14) A Drag Along Notice shall specify that the Called Members are required to transfer all their shares in the Company (**Called Shares**) pursuant to Article 14 1 to the Third Party Buyer, the Drag Sale Price payable, the proposed date of transfer (if known), and the identity of the Third Party Buyer



- 14 3 A Drag Along Notice may be revoked by the Dragging Members at any time prior to completion of the sale of the Called Shares
- 14 4 Completion of the sale of the Called Shares shall take place at such time as the Dragging Members may at their absolute discretion determine on the same date as the date of actual completion of the sale of the Dragging Shares unless all of the Called Members and the Dragging Members agree otherwise
- 14 5 Each Called Member shall on service of the Drag Along Notice be deemed to have irrevocably appointed each of the Dragging Members severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Members and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 14
- 14 6 The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Dragging Members, the Called Members or any other Member to the Third Party Buyer named in a Drag Along Notice
- 14 7 The provisions of this Article shall prevail over any contrary provisions of these Articles Any Transfer Notice or Deemed Transfer Notice served in respect of any Share which has not been allocated in accordance with Article 12 (Voluntary transfers) shall automatically be revoked by the service of a Drag Along Notice
- 14 8 Upon any person, following the issue of a Drag Along Notice, becoming a holder of Shares pursuant to the exercise of a pre-existing option to acquire Shares, a Drag Along Notice, on the same terms as the previous Drag Along Notice, shall be deemed to have been served upon such Member immediately upon such acquisition and such person shall thereupon be bound to sell and transfer all such Shares acquired by him to the Third Party Buyer and the provisions of this Article 14 shall apply mutatis mutandis to such Member save that completion of the sale of such Shares shall take place forthwith upon the Drag Along Notice being deemed served on such Member or, if later, upon the date of completion under the previous Drag Along Notice
- 15 Tag along**
- 15 1 Subject to Article 14 (Drag Along Option) and save in the case of a Permitted Transfer, but otherwise notwithstanding any other provision in these Articles, no sale or other disposition of any Shares (**Company Specified Shares**) shall have any effect if it would result in a Change of Control of the Company unless before the transfer is lodged for registration the purchaser of such Shares has made a bona fide offer in accordance with these Articles to purchase at the specified price (as defined in Article 15 2) all the Equity Shares held by Members who are not otherwise proposing to transfer their Shares to, or are not acting in concert or otherwise connected with such purchaser (**Uncommitted Shares**)
- 15 2 For the purposes of Article 15 1 the expression **specified price** means a price per Share determined by
- (a) taking the consideration (in cash or otherwise) per Share equal to that offered or paid or payable by the relevant purchaser for the Shares being sold resulting in a Change of Control, plus
  - (b) any other consideration (in cash or otherwise) per Share equal to that received or receivable by the holders of the Company Specified Shares which having regard to

the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Company Specified Shares,

and using such price to determine the Proceeds which would be paid to all Members on a sale of all Shares so that, where the provisions of Article 7 2 are applied to such Proceeds, this results in such price being paid for the Company Specified Shares. The provision of such Article 7 2 shall then be applied to such deemed Proceeds to determine the price which would be payable from such Proceeds for each class of Share (which shall be the specified price in respect of the Shares in each such class)

- 15 3 If the specified price or its cash equivalent cannot be agreed between the relevant purchaser and the holders of any Uncommitted Shares within 15 Business Days of the proposed sale or transfer referred to in Article 15 1 such matter may be referred to the Valuers by the Board, in which event their written determination shall be final and binding upon all of the Members
- 15 4 An offer made under Article 15 1 shall be in writing and shall be open for acceptance for at least 10 Business Days, and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase
- 15 5 The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale or transfer to a purchaser of Company Specified Shares or Uncommitted Shares provided that the provisions of this Article 15 have been complied with

## **16 Put Option**

- 16 1 Each Member holding any C Shares from time to time shall be entitled, by serving written notice on the Company (**Put Option Notice**) at any time during a period of 12 months following the issue of such C Shares, to require the Company (or such other party as the Company may nominate in accordance with Article 16 7) to purchase that holder's entire holding of C Shares (**Put Option Shares**) for the Put Option Price in accordance with this Article 16
- 16 2 A Put Option Notice, once given, may not be withdrawn except with the written consent of an A1 Majority. The Company shall promptly notify all holders of A1 Shares of any Put Option Notice which is received by it at any time. No Put Option Notice may be served at any time in circumstances where a Deemed Transfer Notice is deemed to have been served in respect of the relevant Member's C Shares in accordance with Article 13 2
- 16 3 If a holder of C Shares (**Put Option Seller**) serves a Put Option Notice on the Company then the Company (or such other party as is nominated by the Company in accordance with Article 16 7) shall become bound to purchase and the Put Option Seller shall become bound to sell the Put Option Shares with full title guarantee and free from any option, charge, lien, equity, encumbrance, right of pre-emption or any other third party rights (apart from any such matter arising under these Articles) and together with all rights attaching to them at the date of the Put Option Notice or subsequently becoming attached to them
- 16 4 Completion of the sale and purchase of the Put Option Shares (**Put Option Completion**) shall take place on the fifth Business Day after the date of service (or deemed service) by the Company of a Nomination Notice on the Put Option Seller in accordance with Article 16 7 (and subject to any further deferral as may be necessary as envisaged in Article 16 7) and shall be effected by

- (a) the Put Option Seller delivering to the Nominated Purchaser(s) duly executed stock transfer form(s) in favour of such Nominated Purchaser(s) in respect of the Put Option Shares and every share certificate or other document of title relevant to the Put Option Shares (or, if applicable, an indemnity for a lost, missing or destroyed share certificate in a form reasonably acceptable to the Nominated Purchaser(s)),
  - (b) the Put Option Seller accounting to the Nominated Purchaser(s) for all benefits received in respect of the Put Option Shares between the date of service of the Put Option Notice and the date of Completion (both dates inclusive), and
  - (c) the Nominated Purchaser(s) paying the Put Option Price to the Put Option Seller in cleared funds
- 16 5 No party shall be required to complete the sale and purchase of any of the Put Option Shares unless the sale and purchase of all of the Put Option Shares is completed simultaneously
- 16 6 If any of the provisions of Article 16 4 are not complied with on the date fixed for Put Option Completion any party not in default may (without prejudice to that party's other rights and remedies)
- (a) defer Put Option Completion to a date not more than 30 days after such date (and so that the provisions of this Article 16 shall apply to Put Option Completion as so deferred),
  - (b) proceed to Put Option Completion so far as practicable (without prejudice to that party's other rights and remedies), or
  - (c) rescind the contract of sale arising by virtue of the exercise of the Put Option Notice
- 16 7 At any time within the period of 3 months following the service or deemed service of a Put Option Notice on the Company, the Company may serve a written notice (**Nomination Notice**) on the Put Option Seller
- (a) to confirm that the Company will acquire the Put Option Shares (such confirmation only being given where such a purchase has been authorised and may otherwise be made lawfully in accordance with the requirements of the CA 2006), and/or
  - (b) to elect that one or more parties (**Nominated Purchaser(s)**) selected by the Company (with the prior written approval of an A1 Majority) shall purchase the Put Option Shares instead of the Company
- If a Nomination Notice is not served within such 3 month period, than a Nomination Notice shall be deemed to have been served in accordance with Article 16 7(a) on the expiry of such period provided always that if at the expiry of such 3 month period the Company is not lawfully able to purchase the Put Option Shares in accordance with the CA 2006, then such 3 month period shall be deemed extended to the date which is 10 Business Days following the date on which such a purchase is lawfully possible (and a Nomination Notice may accordingly be served at any time during the period as so extended)
- 16 8 The Company shall, where directed by an A1 Majority, serve a Nomination Notice in such form as an A1 Majority may at any time and from time to time direct

## **17 Prohibited transfers**

Notwithstanding any other provision of these Articles, no transfers of any Share shall be made or registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind

## **18 Proceedings at general meetings and adjournment**

18 1 Any Member having the right to vote at the meeting may demand a poll at a general meeting

18 2 The quorum for the transaction of business at any general meeting shall be any two Members provided one such Member is a holder of A1 Shares

18 3 If within ten minutes from the time appointed for a general meeting a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the request of the Members in accordance with the CA 2006, shall be dissolved, in any other case, it shall stand adjourned

18 4 If a quorum is not present at any such adjourned meeting within ten minutes from the time appointed for that meeting, the meeting shall be dissolved

## **19 Poll votes**

19 1 A poll may be demanded at any general meeting by

(a) the chairman of the meeting, or

(b) any qualifying person (as such term is defined in section 318 of the CA 2006) present and entitled to vote at the meeting

19 2 A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

19 3 Subject to these Articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs. The chairman of the meeting may appoint scrutineers (who need not be holders) and decide how and when the result of the poll is to be declared

19 4 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

19 5 A poll on the election of the chairman of the meeting or a question of adjournment must be taken immediately. All other polls must be taken within thirty days of their being demanded

19 6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded

19 7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken

19 8 The omission or failure by any proxy to vote in accordance with any instructions given to him by his appointor shall not invalidate any vote cast by him or any resolution passed at the general meeting concerned

**20 Number of directors and appointment/removal of directors**

20 1 The number of directors of the Company shall not be less than two and there shall be no maximum number

20 2 At any time and from time to time an A1 Majority may by notice to the Company appoint any one or more individuals named therein and willing to act to be a director or directors of the Company (including any person proposed to be appointed to the office of Chairman of the board of directors), and/or may remove any director or directors from office notwithstanding how or when he/they was/were appointed or anything else in these Articles or in any agreement between the Company and him/them

20 3 A notice under Article 20 2 shall be in writing and shall take effect on deposit at the office of the Company or at such later time as may be specified in the same and (in the case of the appointment of a person not already a director or an alternate) shall be accompanied by his consent to act as a director in the form prescribed by the CA 2006

20 4 A director removed under Article 20 2 may not be reappointed, or appointed to any office of or employment by any Group Company, without the written approval of an A1 Majority

**21 Alternate directors**

21 1 A director (other than an alternate director) may by notice in writing delivered to the Company, or in any other manner approved by the directors, appoint any person willing to act to be his alternate

21 2 The appointment of an alternate director who is not already a director or alternate director

(a) shall require the approval of the directors, and

(a) shall not be effective until his consent to act as a director in the form prescribed by the CA 2006 has been received by the Company

21 3 If an alternate director is himself a director and/or participates in any proceeding of the directors or at any committee as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present. An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) have the same rights in relation to any decision of the directors as his appointor and in particular shall (without limitation) be entitled to receive notice of all meetings of the directors and all committees of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate director)

21 4 A person who is an alternate director but not 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 not participating)

- 21 5 A director acting as alternate director shall have a separate vote for each director for whom he acts as alternate in addition to his own, but he shall count as only one for the purpose of determining whether a quorum is present A person (not himself a director) who acts as alternate director for more than one director shall have a separate vote for each director for whom he acts as alternate, but he shall count as only one for the purpose of determining whether a quorum is present
- 21 6 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified in the same way and to the same extent as a director However, he shall not be entitled to receive from the Company any fees for his services as alternate, except only such part (if any) of the fee payable to his appointor as such appointor may by notice to the Company direct Subject to this Article 21, the Company shall pay to an alternate director such expenses as might properly have been paid to him if he had been a director
- 21 7 Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the director appointing him
- 21 8 An alternate director shall cease to be an alternate director
- (a) if his appointor revokes his appointment by notice in writing delivered to the Company, or in any other manner approved by the directors, or
  - (b) if his appointor ceases for any reason to be a director, or
  - (c) if any event happens in relation to him which causes his office as director to be vacated or (if not himself a director) would do so if he were himself a director

## **22 Acts of directors**

- 22 1 Subject to the provisions of CA 2006, all acts done by in any proceedings of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote

## **23 Retirement of directors**

The directors shall not be subject to retirement by rotation Accordingly, regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which additional directors are to retire" The last sentence of regulation 84 shall not apply to the Company

## **24 Proceedings of directors**

- 24 1 The quorum for the transaction of business of the Board shall be two directors
- 24 2 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote Such a meeting shall

be deemed to take place where the largest group of those participating is assembled or, if there is no group that is larger than any other group, where the Chairman then is

24 3 A decision of the directors is taken in accordance with this Article 24 3 when all Eligible Directors indicate by any means that they share a common view on a matter

24 4 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 A proposed directors' written resolution is adopted when all the Eligible Directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it

24 5 A decision may not be taken in accordance with Article 24 3 if the Eligible Directors would not have formed a quorum had the matter been proposed as a resolution at a directors' meeting

24 6 Unless the context otherwise requires, reference in these Articles to any meeting of the directors (or of any committee) includes any other proceedings or process by which any decision complying with Articles 24 1 to Article 24 5 is reached

24 7 This Article 24 is without prejudice to regulation 7 of the Model Articles save that the reference in that regulation to "a decision taken in accordance with article 8" shall have effect replaced by "a decision taken in accordance with Articles 24 1 to 24 5 of these Articles"

24 8 The Chairman shall have a second or casting vote at a meeting of the Board

## **25 Directors' declarations of interest and conflict situations**

25 1 A director who to his knowledge is in any way, whether directly or indirectly, interested in any actual or proposed contract, transaction or arrangement with the Company shall in the circumstances and to the extent that the same is required by the provisions of the CA 2006 declare the nature and extent of his interest in the relevant manner (or in any of the relevant manners) permitted in such circumstances A director who has declared such an interest may (to the greatest extent permitted by law) vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest and (whether he votes or not) may be counted towards any quorum

25 2 To avoid doubt and without prejudice to the generality of Article 25 1, a director shall not be precluded from voting or (whether he votes or not) from counting in the quorum on any board resolution to convene any general or class meeting or to approve and issue any written resolution of the members of the Company (or of any class) because he may benefit from or otherwise be affected by any authorisation (or the revocation of, or amendment of, any authorisation) in the context of his duty under section 175 CA 2006 which would be effected or permitted by such resolution, if passed

25 3 For the purposes of section 175 CA 2006 the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these Articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a **Relevant Director**) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a **Conflict Situation**)

25 4 Where directors give a Conflict Authorisation under the power conferred by section 175 CA 2006

- (a) the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded),
- (b) the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation, and
- (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject

25 5 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to Article 25 1) provision that

- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and/or
- (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter, and/or
- (c) the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,

and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under Article 25 1) as a breach by him of his duties under sections 172 to 174 CA 2006

25 6 Subject to Article 25 7, authorisation is given by the members of the Company for the time being on the terms of these Articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these Articles or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group (**Group Conflict Authorisation**) The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this Article 25 6 so that the director concerned

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or



indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and

- (b) may (but shall be under no obligation to)
  - (i) absent himself from the discussions of, and/or the making of decisions,
  - (ii) make arrangements not to receive documents and information,relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 CA 2006

25 7 A Group Conflict Authorisation given or deemed given under Article 25 6 may be revoked, varied or reduced in its scope or effect only by special resolution

25 8 In this Article 25 **Relevant Group** comprises

- (a) the Company,
- (b) each (if any) body corporate which is for the time being a subsidiary of the Company,
- (c) each (if any) body corporate of which the Company is for the time being a subsidiary (**Parent**), and
- (d) each (if any) body corporate (not falling within any preceding paragraph of this definition) which is for the time being a subsidiary of the Parent

25 9

- (a) Any Conflict Authorisation or Group Conflict Authorisation shall (subject to any express contrary wording in its terms) be automatically deemed to extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised
- (b) Nothing in this Article 25 shall relieve any director from any duty he may otherwise have to declare and to update any declaration of any interest but no failure, delay or inaccuracy in making or updating such declaration shall prejudice or invalidate any Conflict Authorisation or Group Conflict Authorisation

25 10 A director is not required, by reason of being a director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with

- (a) a Conflict Situation which has been authorised by the directors pursuant to Article 25 3, or by the Members whether in these Articles or otherwise (subject to any terms, limits or conditions attaching to such authorisation),
- (b) being interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested,
- (c) holding any other office or place of profit under the Company, except that of auditor, in conjunction with the office of director and acting by himself or through his firm in a

professional capacity for the Company (and being entitled to remuneration as the directors may arrange, either in addition to or in lieu of any remuneration provided for by any other article), and

- (d) being a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment

25 11 The Company will not treat the receipt by the director of any profit, remuneration or other benefit referred to in Article 25 10 as a breach of duty under section 176 of the CA 2006 No such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest, profit, remuneration or other benefit

## **26 Notices**

26 1 Any notice, document or information (including a share certificate) which is sent or supplied by the Company

- (a) in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of twenty-four hours (or, where first class mail is not used, forty-eight hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted,
- (b) by electronic means shall be deemed to have been received by the intended recipient twenty-four hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, and
- (c) by means of a website shall 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

26 2 Any accidental failure on the part of the Company to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding This Article 26 2 shall have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information

26 3 For the purposes of calculating the time when any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient for the purposes of these articles (regardless of whether the period is expressed in hours or days) full account shall be taken of any day, and any part of a day, that is not a working day This Article 26 3 shall have effect in place of the Company Communications Provisions regarding the calculation of the time when any such notice, document or information is deemed to have been received by the intended recipient

## **27 Indemnity, insurance, gratuities and pensions**

27 1 Subject to the CA 2006, the Company

- (a) shall, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant officer out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him
  - (i) in relation to the actual or purported execution and discharge of the duties of such office, and
  - (ii) in relation to the Company's (or associated company's) activities in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),
- (b) may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure,
- (c) may decide to purchase and maintain insurance, at the expense of the Company for the benefit of any relevant officer in respect of any relevant loss

27 2 In this Article 20

- (a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- (b) a relevant officer means any director, secretary, auditor or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),
- (c) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company

27 3 The directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against

27 4 The directors may, on behalf of the Company, exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit No director or former director shall be accountable to the Company or the members for any benefit permitted by this Article 27 4 and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company

**28 Share certificates, warrants etc**

The Company may in any manner permitted by the applicable provisions of Part 4 of the CA 2006 execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company

**29 Data protection**

29 1 Each of the Members and directors of the Company (from time to time) consent to the processing of their personal data by the Company, its Members and directors (each a **Recipient**) for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company.

29 2 Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a member of the same group as that Recipient (**Recipient Group Companies**) and to employees, directors and professional advisers of that Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Members and directors of the Company (from time to time) consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

**30 Partly paid shares and lien**

30 1 The Company has a lien (**Company's lien**) over every Share which is partly paid for any part of

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

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

30 2 The Company's lien over a Share

- (a) takes priority over any third party's interest in that Share, and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

30 3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

30 4 Subject to the provisions of this Article 30, if

- (a) a lien enforcement notice has been given in respect of a Share, and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the directors decide

30 5 A lien enforcement notice

- (a) may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the Share concerned,
- (c) must require payment of the sum payable within 14 days of the notice,
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the Company's intention to sell the Share if the notice is not complied with

30 6 Where Shares are sold under this Article 30

- (a) the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

30 7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice

30 8 A statutory declaration by a director that the declarant is a director and that a Share has been sold to satisfy the Company's lien on a specified date

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share

30 9 Subject to these Articles and the terms on which Shares are allotted, the directors may send a notice (a **call notice**) to a member requiring the Member to pay the Company a specified sum of money (a **call**) which is payable in respect of Shares which that Member holds at the date when the directors decide to send the call notice

30 10 A call notice

- (a) may not require a Member to pay a call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium),
  - (b) must state when and how any call to which it relates it is to be paid, and
  - (c) may permit or require the call to be paid by instalments
- 30 11 A Member must comply with the requirements of a call notice, but no Member is obliged to pay any call before 14 days have passed since the notice was sent
- 30 12 Before the Company has received any call due under a call notice the directors may
  - (a) revoke it wholly or in part, or
  - (b) specify a later time for payment than is specified in the notice,by a further notice in writing to the Member in respect of whose Shares the call is made
- 30 13 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- 30 14 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- 30 15 Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them
  - (a) to pay calls which are not the same, or
  - (b) to pay calls at different times
- 30 16 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
- 30 17 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture
- 30 18 If a person is liable to pay a call and fails to do so by the call payment date
  - (a) the directors may issue a notice of intended forfeiture to that person, and
  - (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- 30 19 For the purposes of this Article 30

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,

the **relevant rate** is

- (a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum

30 20 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(2)

30 21 The directors may waive any obligation to pay interest on a call wholly or in part

### **31 Forfeiture and surrender**

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

31 2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

31 3 Subject to these Articles, the forfeiture of a Share extinguishes

- (a) all interests in that Share, and all claims and demands against the Company in respect of it, and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

31 4 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) subject to Article 9 may be sold, re-allotted or otherwise disposed of as the directors think fit
- 31 5 If a person's Shares have been forfeited
- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of Members,
  - (b) that person ceases to be a Member in respect of those Shares,
  - (c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
  - (d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
  - (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 31 6 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit
- 31 7 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
- 31 8 A statutory declaration by a director that the declarant is a director and that a Share has been forfeited on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share
- 31 9 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
- 31 10 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



31 11 A member may surrender any Share

- (a) in respect of which the directors may issue a notice of intended forfeiture,
- (b) which the directors may forfeit, or
- (c) which has been forfeited

31 12 The directors may accept the surrender of any such Share

31 13 The effect of surrender on a Share is the same as the effect of forfeiture on that Share

31 14 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

## **32 Issue of share warrants**

32 1 The directors may issue a share warrant in respect of any fully paid Share

32 2 Share warrants must be issued in such form and executed in such manner as the directors decide

32 3 Subject to the conditions on which the warrants are issued from time to time, bearers of share warrants have the same rights and privileges as they would if their names had been included in the register as holders of the shares represented by their warrants

## **33 Miscellaneous amendments to Model Articles**

33 1 The words "make any rule" in regulation 16 shall be deleted and substituted with the words "make, vary, relax or repeal any rule"

33 2 In regulation 18(f), the words "as a director" shall be included after the words "the director is resigning"

33 3 Regulation 19(3) shall be amended by the deletion of the word "and" at the end of regulation 19(3)(a)

33 4 Regulation 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"

33 5 In regulation 24(2)(c), the words "that the shares are fully paid" shall be substituted with the words "the amounts paid up on them"

33 6 In regulation 25(2)(c), the words "payment of a reasonable fee as the directors decide" shall be substituted with the words "payment of reasonable expenses"

33 7 Regulation 29 shall be amended by the insertion of the words ", or the name of any person nominated under regulation 27(2)," after the words "the transmittee's name"