

      

**COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**(Adopted by Special Resolution  
passed on 1 September 2023)**  
**of**  
**THE SURE CHILL COMPANY LIMITED**  
**(Company Number 04619553)**

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**Company number 04619553**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**THE SURE CHILL COMPANY LIMITED (the Company)**

**(Adopted by special resolution passed on 1 September 2023)**

## **INTRODUCTION**

### **1. INTERPRETATION**

#### **1.1 The following definitions and rules of interpretation apply in these Articles:**

**A Non-Voting Shares:** the A non-voting shares of £0.01 each in the capital of the Company.

**A Ordinary Shares:** the A ordinary shares of £0.01 each in the capital of the Company.

**A Preference Shares:** the A preference shares of £0.01 each in the capital of the Company.

**Act:** the Companies Act 2006 (as amended and/or superseded from time to time).

**acting in concert:** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended and/or superseded from time to time).

**Acceptance Period:** the period during which an offer made under article 18 is open for acceptance.

**Adoption Date:** the date of adoption of these Articles.

**Arrears:** in relation to any Share, all arrears of any dividend which has been declared but not yet paid.

**Articles:** the Company's articles of association for the time being in force.

**Associated Government Entities:** means:

- (a) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of UK Government;

- (b) companies wholly or partly owned by UK Government departments and their subsidiaries;
- (c) non-departmental public bodies, other public bodies, public corporations and their subsidiary bodies sponsored by UK Government departments; and/or
- (d) any successors to any of the entities set out in (a), (b) and (c) above or any new bodies which fall within the same criteria;

**Available Profits:** profits available for distribution within the meaning of part 23 of the Act.

**B Non-Voting Shares:** the B non-voting shares of £0.01 each in the capital of the Company.

**B Preference Shares:** the B preference shares of £0.01 each in the capital of the Company.

**Board:** the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles (as constituted from time to time).

**Business Day:** a day when banks in London are ordinarily open for normal business, other than a Saturday, Sunday or public or bank holiday in England.

**Chair:** has the meaning given to it in article 4.6.

**Chroma:** Chroma Impact Investment S.A. (a public limited company having its registered office at Rue Emile Francqui, 1, 1435 Mont Saint Guibert, Belgium registered with the Trade and Companies Register under number BE 0684 991 036) together with its Permitted Transferees.

**Company's Lien:** has the meaning given to it in article 27.1.

**connected:** has the meaning given in section 252 of the Act.

**Controlling Interest:** an interest in more than 50% of the Equity Shares in issue from time to time.

**Deemed Transfer Notice:** a Transfer Notice which is deemed to have been served by any of the provisions of these Articles.

**Directors:** the directors of the Company from time to time.

**Disposal:** the sale or other transfer by the Company and/or any Group Company of all, or a substantial part of, its business and assets (in one or as a series of transactions), including the grant by the Company and/or any Group Company to any person an exclusive licence over all or substantially of the commercially valuable intellectual property of the Group.

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

**Employee:** means any individual who is employed by, or who provides consultancy services to the Company or any Group Company.

**Equity Shares:** the Ordinary Shares, the A Ordinary Shares, the A Preference Shares and the B Preference Shares (such classes of shares having voting rights).

**Equity Securities:** has the meaning given in sections 560(1) to (3) inclusive of the Act.

**Exceptional Board Majority:** means 70% (or more) of the eligible Directors either (i) present at a meeting of the Board (in the case of any decision taken at a Board meeting); or (ii) in office at the relevant time (in the case of any decision taken pursuant to article 4.7).

**Exempt Issuances:** the following:

- (a) Ordinary Shares or securities over Ordinary Shares issued or issuable pursuant to the Share Option Scheme;
- (b) B Non-Voting Shares issued or issuable pursuant to a legally binding agreement entered into by the Company and the Founder on or before the 30 May 2019; and
- (c) Shares or securities over Shares issued or issuable pursuant to the terms of any Shareholders' Agreement.

**Exit:** a Share Sale, a Disposal or a Listing.

**Exit Proceeds:** the Listing Proceeds or the Sale Proceeds (as the case may be).

**Fair Value:** has the meaning given in article 19.2.

**Family Trust:** as regards any particular Shareholder who is an individual (or deceased or former Shareholder who is an individual) any trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons).

**Financial Year:** an accounting reference period (as defined in section 391 of the Act) of the Company.

**Founder:** Peter Arthur Saunders or any other Shareholder to whom he (or any of his permitted assigns) assign their respective rights as Founder pursuant to the terms of any Shareholders' Agreement.

**Founder Director:** the Director appointed by the Founder in accordance with article 6.5.

**Future Fund:** means UK FF Nominees Limited (company number 12591650) whose registered office is at 5 Churchill Place, 10th Floor, London, England, E14 5HU.

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

**Gaia:** Gaia Energy Impact Fund SLP, a special limited partnership whose registration is ongoing and represented by Capital Croissance SAS, a French joint stock company having its registered office at 18bis rue d'Anjou, 75008 Paris, France registered under No. 753 290 865 RCS Paris together with its Permitted Transferees.

**Garage:** MNL Nominees Limited (co no: 09512864) (in its capacity as nominee for investors in Garage Soho Fuel Fund and Garage 4 Degrees Fund) together with its Permitted Transferees.

**Group:** the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company from time to time and **Group Company** shall be construed accordingly.

**Health 54:** Health 54 SASU (a French simplified joint stock company having its registered office at 57-59 rue Yves Kermen, 92100 Boulogne-Billancourt, France registered with the Trade and Companies Register of Nanterre under No. 904 820 842) together with its Permitted Transferees.

**holding company:** has the meaning given in article 1.10.

**Independent Expert:** the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 5 Business Days of the expiry of the 15 Business Day period referred to in article 19.1, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator).

**Institutional Investor:** means any fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing, other than where the Board determines in its reasonable discretion that such person is a competitor with the business of the Company.

**Investor Director:** a Director appointed by any of the Investors in accordance with articles 6.1, 6.2, 6.3 or 6.4.

**Investors:** each of:

- (a) Garage;
- (b) Novastar;
- (c) Health 54;
- (d) Gaia;
- (e) Future Fund; and
- (f) Chroma.

**Issue Price:** in respect of any Share:

- (a) the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium; or

- (b) to the extent that the Share was transferred to a Founder before 30 May 2019, the greater of:
  - (i) the subscription price paid (or agreed to be paid) in respect of that Share on allotment, including any share premium; and
  - (ii) the price paid or payable by the Founder to the transferor in respect of that Share,

or such other price as is determined by the effected Shareholder and the Board (acting with Shareholder Consent) in writing.

**Lien Enforcement Notice:** a notice in writing which complies with the requirements of article 28.2.

**Listing:** the admission of (or in the case of admission to Nasdaq, the offering of the initial public offering of) all or any of the Shares or securities representing such Shares (including, without limitation, depositary receipts, American depositary receipts and/or other instruments) to the Official List of the United Kingdom Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000).

**Listing Proceeds:** the market value of the Shares which are to be subject to the Listing 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 and on the basis that the Listing has been effected in accordance with its terms, all as determined by the merchant bank (or, if none, the broker) appointed by the Board (acting with Shareholder Consent) to advise in connection with the Listing.

**Member of the Same Fund Group:** if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed or advised by a Fund Manager (an **Investment Fund**) or a trustee, nominee or custodian of that person:

- a) any direct or indirect participant or partner in or member of such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- b) any Investment Fund managed or advised by that Fund Manager or a Fund Manager which is a Member of the Same Group as the Fund Manager;
- c) any trustee, nominee or custodian of such Investment Fund and vice versa;
- d) the Fund Manager of that Investment Fund or a Fund Manager or any other Investment Fund which is a Member of the Same Fund Group as that Investment Fund (or nominee of any such Fund Manager) and vice versa; or
- e) any Member of the same Group as that Fund Manager; or
- f) any successor fund that the Fund Manager manages or advises and any other person who replaces the Fund Manager as adviser and / or manager to the fund

(other than where such succession or replacement has been devised to avoid the pre-emption and transfer restriction provisions in these Articles).

**Member of the Same Group:** as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company.

**Members Voluntary Liquidation:** a solvent liquidation of the Company as a result of the Shareholders passing a special resolution for its winding up in accordance with section 84 of the Insolvency Act 1986.

**Model Articles:** the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date.

**New Securities:** any Shares, Equity Securities or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Adoption Date (other than Exempt Issuances).

**Novastar:** Novastar Ventures Africa Fund II LP, acting by its manager, Novastar Ventures Limited together with its Permitted Transferees.

**Ordinary Shares:** the ordinary shares of £0.01 each in the capital of the Company.

**Original Shareholder:** has the meaning given in article 17.1.

**Permitted Transfer:** a transfer of Shares made in accordance with article 17.

**Permitted Transferee:** in relation to:

- (a) a Shareholder who is an individual, any of his Privileged Relations or the trustee(s) of a Family Trust;
- (b) a Shareholder which is a company, a Member of the Same Group as that company;
- (c) an Investor, (i) a Member of the Same Group as that Investor, or (ii) a Member of the Same Fund Group as that Investor or (iii) any trustee, nominee or custodian of that Investor;
- (d) Novastar (in addition to parts (a) to (c)), any Investment Fund managed by any director of its Fund Manager; and
- (e) Future Fund, (in addition to parts (b) and (c)), (i) any Associated Government Entities; or (ii) an Institutional Investor that is acquiring the whole or part (being not fewer than 10 companies, including the Company) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans substantially on the same terms as the convertible loan agreement between the Future Fund and the Company, provided always that such transaction(s) is bona fide in all respects.

**Privileged Relation:** in relation to a Shareholder who is an individual (or a deceased or former Shareholder who is an individual) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue).



**Put Option** has the meaning given in article 26.3.

**Put Option Notice** has the meaning given in article 26.3(a).

**Restricted Shares:** has the meaning given in article 20.6.

**Sale Proceeds:** the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale by way of consideration from the buyer pursuant to the terms of the Share Sale, less any reasonably and properly incurred fees, costs and expenses payable in respect of such Share Sale.

**Sale Shares:** has the meaning given in article 18.2(a).

**Seller:** has the meaning given in article 18.2.

**Share Option Scheme:** any share option scheme of the Company which the Board identifies in writing as being a Share Option Scheme for the purposes of these Articles.

**Share Sale:** the sale of (or the grant of a right to acquire or to dispose of (regardless of whether such right or obligation is contingent and/or optional)) any Shares (in one transaction or as a series of transactions) which would, if completed, result (or will result upon exercise of such right) in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest in the Company, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the Shareholders and their respective shareholdings in the Company immediately before the sale.

**Shareholder Consent** the prior written consent of the holder(s) for the time being of more than 50% in number of the Equity Shares in issue from time to time (being a Shareholder Majority).

**Shareholder Majority** the holder(s) for the time being of more than 50% in number of the Equity Shares in issue from time to time.

**Shareholders:** the holder(s) for the time being of any Share or Shares and **Shareholder** shall mean any one of them.

**Shareholders' Agreement:** means any shareholders' agreement entered into by the Company with its Shareholders (including at least (a) the Founder; and (b) the Investors) and which is agreed between the parties thereto to be the Shareholders' Agreement for the purposes of these Articles.

**Shares:** shares (of any class) in the capital of the Company and **Share** shall be construed accordingly.

**subsidiary:** has the meaning given in article 1.10.

**Surplus Assets:** the surplus assets of the Company remaining after the payment (or other satisfaction) of its liabilities.

**Transfer Notice:** has the meaning given in article 18.2.

**Transfer Price:** has the meaning given in article 19.

**Writing or written:** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, in relation to a Transfer Notice (or Deemed Transfer Notice), "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form.

- 1.2 Headings in these Articles shall not affect the interpretation of these Articles.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender and neuter and vice versa.
- 1.5 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).
- 1.6 A reference in these Articles to:
  - (a) an **Article** is a reference to the relevant numbered article of these Articles;  
and
  - (b) a **model article** is a reference to the relevant article of the Model Articles;  
unless expressly provided otherwise.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.10 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:

- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
- (b) its nominee.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

- 1.11 Each Investor Director, any alternative director appointed by the relevant Investor Director in accordance with article 10 of the Articles or such other person each Investor shall nominate in writing to the Board, shall be authorised to communicate in writing (or given verbally at a Board meeting, and, if and when given, should be minuted) the consent of its appointing Investor to any matter requiring Shareholder Consent.

## **2. ADOPTION OF THE MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model articles 8(2), 11(2), 12, 13, 14, 17(2), 17(3), 18(e), 21, 22, 26(5), 27, 28, 29, 30(5) to 30(7) (inclusive), 44(2), 49, 50 and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 Reference in model article 7(1) to model article 8 shall be deemed to include a reference to Article 4.7.
- 2.4 Model article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".
- 2.5 Paragraph (c) of model article 24(2) shall be amended by the replacement of the words "that the shares are full paid; and" with the words "the amount paid up on them; and".
- 2.6 In model article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.7 Model article 31(1) shall be amended by:

- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that model article with the words "in writing"; and
- (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that model article with the words "in writing".

## **DIRECTORS**

### **3. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than one.

### **4. PROCEEDINGS OF DIRECTORS**

4.1 Save for any matter which requires Shareholder Consent pursuant to these Articles or any Shareholders' Agreement, all decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution; and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes (subject to article 4.8).

4.2 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be:

- (a) one (where there is only one Director); or
- (b) two (where there are two Directors); or
- (c) three (where there are three Directors); or
- (d) four (where there are four Directors); or
- (e) 70% of the Directors in office for the time being where there are more than four Directors,

and if the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors then present determine. In the event that the necessary quorum is not present because any Director has failed to attend (either in person, by telephone (or similar) or by an alternate Director appointed in accordance with Article 10) two consecutive meetings for either meeting), the subsequent meeting shall be quorate without the relevant Director being present (provided that at least 10 Business Days' notice was given to the relevant Director of each meeting).

4.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a Conflict (as defined in article 8.1), if there is only one Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Director.

- 4.4 Subject to article 4.8, questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chair (or other chair of the meeting) shall not have a second or casting vote.
- 4.5 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.
- 4.6 The post of chair of the Board (the **Chair**) will be held by a Director nominated by a Shareholder Majority. If the Chair is unable to attend any meeting of the Board, a majority of the Board shall appoint another of its directors to act as chair at the meeting.
- 4.7 A decision of the Directors 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 (including confirmation by electronic means).
- 4.8 Where any Shareholders' Agreement requires any particular actions of the Company to be approved by the Board acting with an Exceptional Board Majority (**Relevant Actions**), then any resolution in relation to any such Relevant Actions shall not be passed by the Board unless it is decided by an Exceptional Board Majority (whether in writing or at a meeting of the Board).
- 4.9 The Directors (acting with Shareholder Consent) may, in accordance with article 4.1, resolve to change the Company's name.

## **5. REMOVAL OF DIRECTORS**

- 5.1 Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
- (a) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director;
  - (b) save in the case of an Investor Director or a Founder Director, a majority of the other Directors resolve that he cease to be a Director; and
  - (c) in the case of an executive Director only (save for the Founder Director to the extent he is an executive Director), he shall cease to be an Employee and does not continue as an Employee.
- 5.2 Any Director (who is not an Investor Director or the Founder Director) may be removed by the Board (acting with Shareholder Consent) by notice in writing (which shall take effect on delivery at its registered office) or at any meeting of the Board.

## **6. APPOINTMENT OF DIRECTORS**

- 6.1 For so long as Garage and/or its Permitted Transferees hold any Equity Shares, Garage shall have the right to appoint and maintain in office one natural person as Garage may from time to time direct as an Investor Director and to remove any Director so appointed and, upon his removal whether by Garage or otherwise, to appoint another person to act as an Investor Director in his place.
- 6.2 For so long as Novastar and/or its Permitted Transferees hold any Equity Shares, Novastar shall have the right to appoint and maintain in office one natural person as Novastar may from time to time direct as an Investor Director and to remove any Director so appointed and, upon his removal whether by Novastar or otherwise, to appoint another person to act as an Investor Director in his place.
- 6.3 For so long as Gaia and/or its Permitted Transferees hold any Equity Shares , Gaia shall have the right to appoint and maintain in office one natural person as Gaia may from time to time direct as an Investor Director and to remove any Director so appointed and, upon his removal whether by Gaia or otherwise, to appoint another person to act as an Investor Director in his place.
- 6.4 For so long as Chroma and/or its Permitted Transferees hold any Equity Shares, Chroma shall have the right to appoint and maintain in office one natural person as Chroma may from time to time direct as an Investor Director and to remove any Director so appointed and, upon his removal whether by Chroma or otherwise, to appoint another person to act as an Investor Director in his place.
- 6.5 For so long as the Founder and/or his Permitted Transferees hold any Equity Shares, he shall have the right to appoint and maintain in office one natural person as the Founder may from time to time direct as the Founder Director and to remove the Director so appointed and, upon his or her removal whether by the Founder or otherwise, to appoint another person to act as the Founder Director in his place. For the avoidance of doubt, to the extent that a Founder is himself already a director, then the Founder shall not be entitled to appoint a Founder Director for so long as a Founder is a Director.
- 6.6 Any appointment or removal of any Investor Director or the Founder Director shall take immediate effect upon receipt (or deemed receipt) by the Company of such notice in writing, or the production of such notice at a meeting of the Directors.
- 6.7 The powers of appointment set out in this article 6 are in addition to the powers of appointment under model article 17(1).

## **7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the

requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (d) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (e) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## 8. DIRECTORS' CONFLICTS

8.1 The Directors may, in accordance with the requirements set out in this article 8, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

8.2 In addition to the provisions of Article 8.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) an Investor;
- (b) a Fund Manager which advises or manages an Investor;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or

- (d) another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

8.3 Any authorisation under this article 8 will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

8.4 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (d) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (e) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

8.5 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

8.6 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.



8.7 A Director, notwithstanding his office, may be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under article 8.1 shall be necessary in respect of any such interest.

8.8 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **9. SECRETARY**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

## **10. ALTERNATE DIRECTORS**

10.1 Any Director (including, for the avoidance of doubt, any Investor Director) (the **Appointor**) may appoint as an alternate any other Director, or any person approved by resolution of the Directors, to:

- (a) exercise that Director's power; and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor.

10.2 Any appointment or removal of an alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Board.

10.3 The notice must:

- (a) identify the proposed alternate (noting that any proposed alternate who is not a Director shall need to be approved by resolution of the Directors in accordance with Article 10.1 above); and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.

10.4 An alternate Director has the same rights, in relation to any decision of the Directors, as the alternate's Appointor.

10.5 Except as the Articles specify otherwise, alternate Directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all Board meetings and of all meetings of committees of Directors of which his Appointor is a member.

10.6 A person who is an alternate Director but not a Director may:

- (a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of Directors (but only if that person's Appointor is not participating); and
- (b) participate in any decision of the Directors (but only if his Appointor is entitled to vote on that decision, and does not himself participate).

10.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that Appointor is entitled to vote on that decision), in addition to his own vote on any decision of the Directors.

10.8 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate Director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

10.9 An alternate Director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director; or
- (c) when the alternate Director's Appointor ceases to be a Director for whatever reason.

## **SHARES AND DISTRIBUTIONS**

### **11. DIVIDENDS**

- 11.1 In respect of any Financial Year, the Available Profits of the Company may be used to pay dividends as set out in this article 11.
- 11.2 The Company (acting with Shareholder Consent) may declare dividends, but no dividend shall exceed the amount recommended by the Directors. Subject to article 711.1 above, if and only to the extent that any dividends are declared, such dividends shall be distributed among the holders of the A Non-Voting Shares and Equity Shares in the following order of priority:
- (a) first in paying to the holders of the A Non-Voting Shares, in priority to the Equity Shares, an amount equal to 10% of the Issue Price of all of the A Non-Voting Shares then in issue with such sum distributed amongst the holders of the A Non-Voting Shares pro-rata to their respective holdings of A Non-Voting Shares (and to the extent that the dividends so declared are less than the amount required to satisfy the full entitlement set out hereto, then the amount so declared shall otherwise be distributed in accordance of this article 11.2(a)); and
  - (b) after distribution in full of the amounts payable to the holders of the A Non-Voting Shares under article 11.2(a) above, any balance shall be distributed amongst the holders of the Equity Shares (pari-passu as if they constituted Shares of the same class) pro rata to their respective holdings of Equity Shares.
- 11.3 Subject to the Act, the Directors (acting with Shareholder Consent) may pay interim dividends (in the order of priority set out in article 11.2) provided that the Available Profits of the Company justify the payment.
- 11.4 Each dividend shall accrue daily (assuming a 365 day year). All dividends are expressed net and shall be paid in cash.
- 11.5 If there are nil paid or partly paid Share(s), any holder of such Share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such Share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 11.6 Notwithstanding the right to distribute Available Profits to Shareholders set out in this article 11, any distribution of Available Profits to Shareholders in the event of:
- (a) a liquidation, capital reduction or otherwise, shall be distributed in accordance with article 12; and
  - (b) a Disposal or a Members Voluntary Liquidation, shall be distributed in accordance with article 13.

11.7 The B Non-Voting Shares shall not carry the right to receive a dividend.

## **12. LIQUIDATION PREFERENCE**

On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of shares, a distribution following a Disposal (in accordance article 13.3) or a Members Voluntary Liquidation), the Surplus Assets shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

- (a) first, in paying to the holders of the B Preference Shares in respect of each B Preference Share held an amount equivalent to the Issue Price of that B Preference Share, and, if there is a shortfall of Surplus Assets to satisfy the entitlements of holders of the B Preference Shares in full, the Surplus Assets shall be distributed to the holders of the B Preference Shares in proportion to their respective full entitlements under this article 12(a);
- (b) second, in paying to the holders of the A Preference Shares in respect of each A Preference Share held an amount equivalent to the Issue Price of that A Preference Share, and, if there is a shortfall of Surplus Assets to satisfy the entitlements of holders of the A Preference Shares in full, the Surplus Assets shall be distributed to the holders of the A Preference Shares in proportion to their respective full entitlements under this article 12(b);
- (c) third, in paying to the holders of the B Non-Voting Shares in respect of each B Non-Voting Share held an amount equivalent to the Issue Price of that B Non-Voting Share, and, if there is a shortfall of Surplus Assets to satisfy the entitlements of holders of the B Non-Voting Shares in full, the Surplus Assets shall be distributed to the holders of the B Non-Voting Shares in proportion to their respective full entitlements under this article 12(c);
- (d) fourth, in paying to the holders of the A Non-Voting Shares in respect of each A Non-Voting Share held an amount equivalent to the Issue Price of that A Non-Voting Share, and, if there is a shortfall of Surplus Assets to satisfy the entitlements of holders of the A Non-Voting Shares in full, the Surplus Assets shall be distributed to the holders of the A Non-Voting Shares in proportion to their respective full entitlements under this article 12(d);
- (e) fifth, in paying to the holders of the A Ordinary Shares and Ordinary Shares in respect of each A Ordinary Share and Ordinary Share held an amount equivalent to the Issue Price of that A Ordinary Share or Ordinary Share, and, if there is a shortfall of Surplus Assets to satisfy the entitlements of holders of the A Ordinary Shares and Ordinary Shares in full, the Surplus Assets shall be distributed to the holders of the A Ordinary Shares and Ordinary Shares pro rata to their respective full entitlements under this article 12(e); and
- (f) finally, the balance of the Surplus Assets (if any) shall be distributed among the holders of the Equity Shares pro rata to the number of Equity Shares held (pari-passu as if they constituted Shares of the same class).

### 13. EXIT PROVISIONS

13.1 On a Share Sale, the Sale Proceeds shall be distributed in the following order of priority:

- (a) first, in paying to the holders of the B Preference Shares in respect of each B Preference Share held an amount equivalent to the Issue Price of that B Preference Share, and, if there is a shortfall of Sale Proceeds to satisfy the entitlements of holders of the B Preference Shares in full pursuant to this article 13.1(a), the proceeds shall be distributed to the holders of the B Preference Shares in proportion to their respective full entitlements under this article 13.1(a);
- (b) second, in paying to the holders of the A Non-Voting Shares in respect of each A Non-Voting Share held an amount equivalent to 50% of the Issue Price of that A Non-Voting Share, and, if there is a shortfall of Sale Proceeds to satisfy the entitlements of holders of the A Non-Voting Shares in full pursuant to this article 13.1(b), the proceeds shall be distributed to the holders of the A Non-Voting Shares in proportion to their respective full entitlements under this article 13.1(b);
- (c) third, in paying to the holders of the A Preference Shares and A Ordinary Shares in respect of each A Preference Share and A Ordinary Share held an amount equivalent to the Issue Price of that A Preference Share or A Ordinary, and, if there is a shortfall of Sale Proceeds to satisfy the entitlements of holders of the A Preference Shares and A Ordinary Shares in full pursuant to this article 13.1(c), the Sale Proceeds shall be distributed to the holders of the A Preference Shares and A Ordinary Shares pro rata to their respective holdings of A Preference Shares and A Ordinary Shares pursuant to this article 13.1(c);
- (d) fourth, in paying to the holders of the B Non-Voting Shares in respect of each B Non-Voting Share held an amount equivalent to the Issue Price of that B Non-Voting Share, and, if there is a shortfall of Sale Proceeds to satisfy the entitlements of holders of the B Non-Voting Shares in full pursuant to this article 13.1(d), the proceeds shall be distributed to the holders of the B Non-Voting Shares in proportion to their respective full entitlements under this article 13.1(d);
- (e) fifth, in paying to the holders of the A Non-Voting Shares in respect of each A Non-Voting Share held an amount equivalent to 50% of the Issue Price of that A Non-Voting Share, and, if there is a shortfall of Sale Proceeds to satisfy the entitlements of holders of the A Non-Voting Shares in full pursuant to this article 13.1(e), the proceeds shall be distributed to the holders of the A Non-Voting Shares in proportion to their respective full entitlements under this article 13.1(e);
- (f) sixth, in paying to the holders of the Ordinary Shares in respect of each Ordinary Share held the Issue Price of that Ordinary Share, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds

shall be distributed to the holders of the Ordinary Shares in proportion to their respective full entitlements under this article 13.1(f); and

- (g) finally, in distributing the balance of the Sale Proceeds (if any) among the holders of the Equity Shares pro rata to the number of Equity Shares held (pari-passu as if they constituted Shares of the same class).

13.2 The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- (a) the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in article 13.1; and
- (b) each Shareholder shall take any reasonable action (to the extent lawful and within its control) to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in article 13.1.

13.3 On a Disposal and on a Members Voluntary Insolvency, the Surplus Assets shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in article 13.1 (as if the Surplus Assets were Sale Proceeds), provided always that if it is not lawful for the Company to distribute the Surplus Assets in accordance with the provisions of these Articles, each Shareholder shall (to the extent lawful and within its control) take any reasonable action (including, but without prejudice to the generality of this article 13.3, such action as may be necessary to put the Company into a Members Voluntary Insolvency) so that article 13.1 applies.

13.4 Immediately prior to and conditionally upon a Listing of the Company, each Shareholder shall (to the extent lawful and within its control) enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Independent Expert shall specify pursuant to article 32, to ensure that the Listing Proceeds are reallocated between the Shareholders in the same proportions article 13.1 would provide on a Share Sale with the same Exit Proceeds and the Shareholders shall do all acts necessary (including by the exercise of any of its voting rights (whether as a Director or Shareholder)) so as to procure that any such reorganisation takes place (including, as required, any sub-division, redesignation or consolidation).

#### **14. VARIATION OF CLASS RIGHTS**

Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such 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 at least 75% in nominal value of the issued Shares of that class.

## 15. PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

- 15.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company.
- 15.2 If the Company (acting with Shareholder Consent in accordance with article 15.6) proposes to allot any New Securities, those New Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Equity Shares (each an **Offeree**) on a pari passu basis and pro rata basis to the number of Equity Shares (as if the Equity Shares constituted one and the same class) held (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those New Securities have been applied for by a bona fide third party investor on arms' length terms or by an Investor.
- 15.3 An offer made under article 15.2 shall:
- (a) be in writing and give details of the number, class and subscription price (including any share premium) of the New Securities being offered;
  - (b) state a time (not being less than 30 days or greater than 42 days) within which the offer, if not accepted will be deemed to be declined; and
  - (c) stipulate that any Offeree who wishes to subscribe for a number of New Securities in excess of the number to which he is entitled under article 15.2 shall, in his acceptance, state the number of excess New Securities (**Excess New Securities**) for which he wishes to subscribe.
- 15.4 If, on the expiry of an offer made in accordance with article 15.2, the total number of New Securities applied for is less than the total number of New Securities so offered, the Directors shall allot the New Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.
- 15.5 Any New Securities not accepted by Offerees pursuant to an offer made in accordance with article 15.2 shall be used to satisfy any requests for Excess New Securities made pursuant to article 15.3(c). If there are insufficient Excess New Securities to satisfy such requests, the Excess New Securities shall be allotted to the applicants in the respective proportions that the number of Equity Shares held by each such applicant bears to the total number of such Equity Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess New Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any Excess New Securities shall, subject to article 15.6, be offered to any other person(s) as the Directors may, determine, at the same price and on the same terms as the offer to the Shareholders.
- 15.6 No further Shares shall be allotted without Shareholder Consent.
- 15.7 No Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with

the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

- 15.8 Any New Securities offered under this Article 15 to an Investor may be accepted in full or in part only by a Member of the same Fund Group as that Investor or a Member of the Same Group as that Investor (in either case, a **Permitted Allottee**) in accordance with the terms of this Article 15 and such Permitted Allottee shall, for the purposes of these Articles, be treated as if it were a Permitted Transferee of the Investor.

**16. TRANSFERS OF SHARES: GENERAL**

- 16.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 16.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share unless it is made in accordance with these Articles.
- 16.3 Subject to article 16.6, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 16.4 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.
- 16.5 Any transfer of a Share by way of sale which is required to be made under article 17.3 to 17.5 (inclusive), article 18, article 20, article 21 or article 23 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 16.6 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company agreeing to be bound by the terms of any Shareholders' Agreement (or similar document), in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). If any condition is imposed in accordance with this article 16.6, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.
- 16.7 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may, and shall if so requested by an Investor Director, require:
- (a) any holder (or the legal representatives of a deceased holder); or
  - (b) any person named as a transferee in a transfer lodged for registration; or



- (c) such other person as the Directors may reasonably believe to have information relevant to that purpose,

to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.

16.8 If any such information or evidence referred to in article 16.7 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Directors within 10 Business Days of receipt of such written notice, then:

- (a) the relevant Shares shall cease to confer on the holder of them any rights:
  - (i) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
  - (ii) to receive dividends (other than the amount to which they may be entitled pursuant to the application of article 11.2) otherwise attaching to those Shares; or
  - (iii) to participate in any future issue of Shares issued in respect of those Shares; and
- (b) the Directors may, by notice in writing to the relevant holder, determine that a Transfer Notice shall be deemed to have been given in respect of some or all of his Shares with effect from the date of service of the notice (or such later date as may be specified in such notice).

16.9 The Directors may reinstate the rights referred to in article 16.8(a) at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to article 16.8(b) on completion of such transfer.

16.10 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:

- (a) the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice); and
- (b) it does not include a Minimum Transfer Condition (as defined in Article 18.2(d)).

16.11 Any Transfer Notice (but not an Offer Notice (as defined in article 21) or a Partial Transfer Offer Notice (as defined in article 22) or a Drag Along Notice (as defined in article 23)) served in respect of the transfer of any Share which has not completed

before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.

**17. PERMITTED TRANSFERS OF SHARES**

17.1 Subject to article 16.2, a Shareholder (who is not a Permitted Transferee) (the **Original Shareholder**) may transfer all or any of his or its Shares to a Permitted Transferee and a Permitted Transferee of any Original Shareholder may transfer any or all of their Shares back to that Original Shareholder or to any other Permitted Transferee of that Original Shareholder, in each case without restriction as to price or otherwise and free of pre-emption rights howsoever arising.

17.2 Subject to article 16.2, where Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to:

- (a) the Original Shareholder;
- (b) any Privileged Relation(s) of the Original Shareholder;

without any price or other restriction.

17.3 If the Original Shareholder is a company, and a Permitted Transfer has been made, the Permitted Transferee shall, within 10 Business Days of ceasing to be a Member of the Same Group as the Original Shareholder, transfer the Shares held by it to:

- (a) the Original Shareholder; or
- (b) a Member of the Same Group as the Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this article 17.3, a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this article 17.3.

17.4 If the Original Shareholder is an individual and a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, the Permitted Transferee (or the transmittee(s) of any such person), shall within 20 Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of divorce or otherwise, but not death) either:

- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
- (b) give a Transfer Notice to the Company in accordance with article 18.2,

failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this article 17.4. In the case of the death of a Privileged Relation (but not the Original Shareholder) where the deceased Privileged Relation's transmittee is not a Permitted Transferee of the Original

Shareholder, the deceased Privileged Relation shall be deemed to have transferred all Shares held by them as a result of a Permitted Transfer back to the relevant Original Shareholder(s) or to another Permitted Transferee of the relevant Original Shareholder as that Original Shareholder (or, where the Original Shareholder is deceased, their personal representatives) shall direct, immediately prior to their death for their nominal value (or such other price as the relevant Original Shareholder(s) (or, where the Original Shareholder is deceased, their personal representatives) shall agree with the deceased Privileged Relation's personal representatives) and shall hereby be deemed to have irrevocably appointed the relevant Original Shareholder (or where the Original Shareholder is deceased, any Director of the Company) as their agent to sign any stock transfer forms or other documents as may be required to effect such transfer and failure to produce a share certificate shall not impede the registration of a transfer of such Shares.

- 17.5 If the Original Shareholder is an Investment Fund (or nominee of such person) and a Permitted Transfer has been made, the Permitted Transferee, shall within 10 Business Days of ceasing to be a Member of the Same Fund Group as the Original Shareholder, transfer the Shares held by it to :

- (a) the Original Shareholder; or
- (b) a Member of the Same Fund Group as the Original Shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this article 17.5, a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this article 17.5.

## 18. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

- 18.1 Except where the provisions of articles 17, 21, 22, 23 or 26.3 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this article 18.

- 18.2 A Shareholder who wishes to transfer Shares (a **Seller**) shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares, give notice in writing (a **Transfer Notice**) to the Company specifying:

- (a) the number of Shares he wishes to transfer (**Sale Shares**);
- (b) the name of the proposed transferee (being a bona fide third party purchaser) (the **Proposed Buyer**);
- (c) the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the **Proposed Sale Price**); and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a **Minimum Transfer Condition**)

- 18.3 Except in the case of a Deemed Transfer Notice (which may not be withdrawn), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the

Fair Value and such Fair Value is less than the Proposed Sale Price the Seller may, within 5 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice.

18.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

18.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and
- (b) the determination of the Transfer Price,

the Directors shall (unless the Transfer Notice is withdrawn in accordance with article 18.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 18 at the Transfer Price. Each offer shall be in writing and shall give details of the number, Transfer Price of the Sale Shares offered and specify whether there is a Minimum Transfer Condition.

18.6 An offer of Sale Shares made in accordance with this article 18 shall remain open for acceptance for a period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive).

18.7 The Directors shall offer the Sale Shares to the Company and/or the Shareholders (excluding the Seller) in proportion to the number of Equity Shares held by them (as if the Equity Shares constituted one and the same class) and on the following basis:

- (a) any Shareholder to whom the Sale Shares are offered may accept all or some of the Sale Shares offered to him (the **Purchaser**), and shall be invited to indicate whether, if he accepts all such Sale Shares, he wishes to purchase any Sale Shares which other Shareholders decline to accept (**Excess Shares**) and, if so, the maximum number of Excess Shares he wishes to purchase;
- (b) any Excess Share shall be allocated between Purchasers who have indicated that they wish to purchase Excess Shares pro rata to the proportion of the total number of Equity Shares held by those Purchasers but so that no Purchaser shall be required or entitled to receive more than the maximum indicated by him pursuant to article 18.7(a);
- (c) if the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this article 18.7 will be conditional on the fulfilment of the Minimum Transfer Condition; and
- (d) subject to the provisions of this article 18.7 and article 18.10, the Purchasers shall be bound to purchase the Sale Shares properly allocated to them under the provisions of this article 18.7 at the Transfer Price in accordance with the provisions of article 18.10.

18.8 Not later than 7 days following the expiration of the Acceptance Period the Company shall give written notice to the Seller stating:

- (a) if it is the case, that no Shareholder has sought to purchase any of the Sale Shares; or otherwise
- (b) the number of Sale Shares which Purchasers (or the Company) have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him; and
- (c) if the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for by Purchasers does not meet the Minimum Transfer Condition, that the condition has not been met and the Seller may within 7 days of service on him of notice under this article:
  - (i) revoke his Transfer Notice by written notice to the Company; or
  - (ii) sell the number of Sales Shares applied for by the Purchasers to the relevant Purchasers and any balance of the Sale Shares may be transferred in accordance with article 18.13.

18.9 If the Seller is given notice under article 18.8 (and subject to his not revoking his Transfer Notice in accordance with article 18) he shall be bound on payment of the Transfer Price to transfer the Sale Shares in question to the respective Purchasers. The completion of the purchase of the Sale Shares shall be completed at the registered office of the Company during normal business hours on the first business day after the expiry of 14 days following the date of service of notice by the Company under article 18.8.

18.10 If:

- (a) the Transfer Notice does not include a Minimum Transfer Condition; or
- (b) the Transfer Notice does include a Minimum Transfer Condition and either:
  - (i) the Minimum Transfer Condition has been met; or
  - (ii) the Seller has not revoked the Transfer Notice in accordance with article 18.8(c)(i),

and where allocations have been made in respect of all or some of the Sale Shares the Directors shall, when no further offers or allocations are required to be made under article 18.7, give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and each Purchaser. The Allocation Notice shall specify the number of Sale Shares allocated to each Purchaser and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).

18.11 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from a Purchaser, transfer the Sale Shares allocated to such Purchaser, in accordance with any requirements specified in the Allocation Notice.

18.12 If the Seller fails to comply with article 18.11:

- (a) the Chair (or, failing them, any other Director or some other person nominated by a resolution of the Directors) may, as agent on behalf of the Seller:
  - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Purchaser(s);
  - (ii) receive the Transfer Price and give a good discharge for it (and no Purchaser shall be obliged to see to the distribution of the Transfer Price); and
  - (iii) (subject to the transfer being duly stamped) enter the Purchaser(s) in the register of Shareholders as the holders of the Sale Shares purchased by them; and
- (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares) to the Company.

18.13 If a Transfer Notice has not been revoked in accordance with this clause 18 and an Allocation Notice does not relate to all the Sale Shares then, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to the Proposed Buyer at a price not less than the Proposed Sale Price the Transfer Price.

## **19. VALUATION**

19.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be:

- (a) the price per Sale Share (in cash) agreed between the Board (any Director with whom the Seller is connected not voting), and the Seller; or
- (b) in default of agreement (pursuant to article 19.1(a) above) within 15 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the price per Sale Share shall be Fair Value of each Sale Share. Whereby, in the event that this article 19.1(b) applies, Fair Value shall be deemed to be the Transfer Price and the words "Fair Value" shall substitute "Transfer Price" (where applicable).

19.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
  - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - (c) that the Sale Shares are capable of being transferred without restriction;
  - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
  - (e) reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 19.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 19.4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 19.5 The parties are entitled to make submissions to the Independent Expert including oral submissions and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.
- 19.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 19.7 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 19.8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs unless:
  - (a) the Seller withdraws the relevant Transfer Notice in accordance with article 18.3; or
  - (b) in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Independent Expert,

in which case the Seller shall bear the cost.

## 20. COMPULSORY TRANSFERS

### *General*

- 20.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer Notice in respect of that Share at such time as the Directors may determine.
- 20.2 If a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Shares held by it at such time as the Directors may determine.

### *Suspension*

- 20.3 Forthwith upon a Transfer Notice being deemed to be served under article 20 the Shares subject to the relevant Deemed Transfer Notice (**Restricted Shares**) shall cease to confer on the holder of them any rights:
- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares; and
  - (b) to receive dividends or other distributions otherwise attaching to those Shares.
- 20.4 The rights referred to in article 20.3 shall be reinstated in respect of any Shares transferred pursuant to article 20 on completion of such transfer.

## 21. MANDATORY OFFER ON CHANGE OF CONTROL

- 21.1 In the event that a proposed transfer of Shares (other than a Permitted Transfer, a transfer of Shares made pursuant to article 17, article 20 or article 26.2, but after the operation of the pre-emption procedure set out in article 18), whether made as one or as a series of transactions (a **Proposed Transfer**) would, if completed, result in any person (the **Buyer**), together with any person acting in concert with the Buyer, acquiring a Controlling Interest, the remaining provisions of this article 21 shall apply.
- 21.2 The Company shall procure that, prior to the completion of the Proposed Transfer, the Buyer shall make an offer (the **Offer**) to each Shareholder (each an **Offeree**) on the date of the Offer, to buy all of the Shares held by such Offerees on the date of the Offer: (i) for a consideration (in cash or otherwise) per Equity Share (the **Offer Price**) which is equal to the highest price per Equity Share offered, paid or to be paid by the Buyer, or any person acting in concert with the Buyer, for any Equity Shares in connection with



the Proposed Transfer or any transaction in the 3 calendar months preceding the date of completion of the Proposed Transfer; and (ii) for consideration (in cash or otherwise) per A Non-Voting Share and/or B Non-Voting Share (as applicable) which is equal to the Issue Price of each of those A Non-Voting Shares and/or B Non-Voting Shares (as applicable) (the **Non-Voting Share Offer Price**).

21.3 The Offer shall be made by notice in writing (an **Offer Notice**) addressed to each Offeree on the date of the Offer at least 15 Business Days (the **Offer Period**) before the date fixed for completion of the Proposed Transfer (the **Sale Date**). The Offer Notice shall specify:

- (a) the identity of the Buyer (and any person(s) acting in concert with the Buyer);
- (b) the Offer Price and the Non-Voting Share Offer Price and any other terms and conditions of the Offer;
- (c) the Sale Date; and
- (d) the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer.

21.4 The completion of the Proposed Transfer shall be conditional in all respects on:

- (a) the making of an Offer in accordance with this article 21; and
- (b) the completion of the transfer of any Shares by any Offeree (each an **Accepting Offeree**) who accepts the Offer within the Offer Period,

and the Directors shall refuse to register any Proposed Transfer made in breach of this article 21.4.

21.5 The Proposed Transfer is, but the purchase of Shares from Accepting Offerees pursuant to an Offer made under this article 21 shall not be, subject to the pre-emption provisions of article 18.

21.6 For the avoidance of doubt, the distribution of the aggregate consideration to the Accepting Offerees shall be made in accordance with article 13.

## **22. CO-SALE TAG ALONG RIGHT**

22.1 Save where article 21 applies, in the event that a Shareholder (**Partial Transferor**) proposes to transfer (in a series of one or more transactions) an amount of its Equity Shares (**Partial Transfer Shares**) which are equal to ten percent or more of the Equity Shares in issue from time to time (the percentage that such Partial Transfer Shares bear to all Equity Shares in issue being the **Relevant Percentage**) (other than a Permitted Transfer, a transfer of Equity Shares made pursuant to article 17, article 20 or article 26.2, but after the operation of the pre-emption procedure set out in article 18) (**Proposed Partial Transfer**) to a transferee (**Transferee**), the remaining provisions of this article 22 shall apply.

- 22.2 The Company shall procure that, prior to the completion of the Proposed Partial Transfer, the Transferee shall make an offer (the **Partial Transfer Offer**) to each Shareholder (each a **Partial Transfer Offeree**) on the date of the Partial Transfer Offer, to buy the Relevant Percentage of all Shares held by such Partial Transfer Offerees (and where a Partial Transfer Offeree holds Shares in more than one class, the Partial Transfer Offer shall be in respect of the Relevant Percentage of the Shares held by each such Partial Transfer Offeree in each class of Shares held by that Partial Transfer Offeree): (i) for a consideration (in cash or otherwise) per Equity Share (the **Partial Transfer Offer Price**) which is equal to the highest price per Equity Share offered, paid or to be paid by the Transferee, or any person acting in concert with the Transferee, for any Equity Shares in connection with the Proposed Partial Transfer or any transaction in the 3 calendar months preceding the date of completion of the Proposed Partial Transfer; and (ii) for consideration (in cash or otherwise) per A Non-Voting Share and/or B Non-Voting Share (as applicable) which is equal to the Issue Price of each of those A Non-Voting Shares and/or B Non-Voting Shares (as applicable) (the **Non-Voting Share Partial Transfer Offer Price**).
- 22.3 The Partial Transfer Offer shall be made by notice in writing (a **Partial Transfer Offer Notice**) addressed to each Partial Transfer Offeree on the date of the Partial Transfer Offer at least 15 Business Days (the **Partial Transfer Offer Period**) before the date fixed for completion of the Proposed Partial Transfer (the **Partial Transfer Sale Date**). The Partial Transfer Offer Notice shall specify:
- (a) the identity of the Transferee (and any person(s) acting in concert with the Transferee);
  - (b) the Partial Transfer Offer Price and the Non-Voting Share Partial Transfer Offer Price and any other terms and conditions of the Partial Transfer Offer;
  - (c) the Partial Transfer Sale Date; and
  - (d) the number of Shares which would be held by the Transferee (and persons acting in concert with the Transferee) on completion of the Proposed Partial Transfer.
- 22.4 The completion of the Proposed Partial Transfer shall be conditional in all respects on:
- (a) the making of a Partial Transfer Offer in accordance with this article 22; and
  - (b) the completion of the transfer of any Shares by any Partial Transfer Offeree (each an **Accepting Partial Transfer Offeree**) who accepts the Partial Transfer Offer within the Partial Transfer Offer Period,
- and the Directors shall refuse to register any Proposed Partial Transfer made in breach of this article 22.4.
- 22.5 The Proposed Partial Transfer is, but the purchase of Shares from Accepting Partial Transfer Offerees pursuant to a Partial Transfer Offer made under this article 22 shall not be, subject to the pre-emption provisions of article 18.

## 23. DRAG ALONG

- 23.1 If a Shareholder or Shareholders together holding 75% of the Equity Shares (the **Selling Shareholders**) wish to transfer all of their interest in Equity Shares (**Sellers' Shares**) to a bona fide purchaser on arm's-length terms and at a price of not less than \$42 (forty-two US dollars) per Equity Share (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, (**Called Shareholders**) to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this article 23.
- 23.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), at any time before the completion of the transfer of the Sellers' Shares, to the Company, Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this article 23;
  - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
  - (c) the consideration payable for the Called Shares calculated in accordance with article 23.4; and
  - (d) the proposed date of completion of transfer of the Called Shares.
- 23.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the Directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 40 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 23.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the consideration proposed to be paid by the Proposed Buyer for all Shares were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of article 13.1.
- 23.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 23.
- 23.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders otherwise agree;
- or

- (b) that date is less than 10 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 10 Business Days after the date of service of the Drag Along Notice.

- 23.7 Within 10 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that 10 Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to article 23.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 23.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 23.4 in trust for the Called Shareholders without any obligation to pay interest.
- 23.8 To the extent that the Proposed Buyer has not, on the expiration of the 10 Business Day period, put the Company in funds to pay the amounts due pursuant to article 23.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Equity Shares and the Called Shareholders shall have no further rights or obligations under this article 23 in respect of their Equity Shares.
- 23.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 23.
- 23.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Equity Shares, whether or not pursuant to a Share Option Scheme (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Equity Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 23 shall apply mutatis mutandis to the New Shareholder, save that completion of the

sale of such Equity Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.

- 23.11 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of article 18.
- 23.12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

*Disposal*

- 23.13 In the event that a Disposal is approved by the Board and Shareholders holding together 75% of the Equity Shares, and which will result in Surplus Assets for the Company which when distributed in accordance with Article 13.3 shall result in the return of Surplus Assets for each Equity Share being at least \$42 (forty-two US dollars) per Equity Share, such consenting Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Disposal, subject always to the Surplus Assets following such Disposal being distributed to Shareholders in accordance with the provisions of Article 13.3.

## **DECISION-MAKING BY SHAREHOLDERS**

### **24. GENERAL MEETINGS**

- 24.1 No business other than, subject to article 24.2, the appointment of the chair of the meeting is to be transacted at a general meeting unless a quorum (being two qualifying persons which must include Garage, Novastar, Health 54, Gaia and Chroma for as long as they hold any Equity Shares) is present at the commencement of the meeting and also when that business is voted on.
- 24.2 The Chair shall chair general meetings. If there is no Chair in office for the time being, or the Chair is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chair of the meeting must be the first business of the meeting.

### **25. VOTING**

- 25.1 Subject to any other provisions in these Articles concerning voting rights, each Equity Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company. Neither the A Non-Voting Shares nor the B Non-Voting Shares shall entitle the holders of such Shares to receive notice of, to attend, speak or vote at any general meeting of the Company.
- 25.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 25.3 Model article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that model article.
- 25.4 Model article 45(1) shall be amended by:
- (a) the deletion of model article 45(1)(d) and its replacement with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"; and
  - (b) the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that model article.

## 26. PURCHASE OF OWN SHARES

26.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each Financial Year.

26.2 Subject to the remaining provisions of this article 26, on a purchase of Shares in accordance with Chapter 4 of Part 18 of the Act, the Company may:

- (a) hold the Shares (or any of them) in treasury;
- (b) deal with any of the Shares, at any time, in accordance with section 727; or
- (c) cancel any of the Shares, at any time, in accordance with section 729 of the Act.

### *Future Fund Put Option*

26.3 In the event that it is determined by the Future Fund (in its absolute discretion) that it would be prejudicial to the reputation of the Future Fund and/or the UK Government to continue holding any shares in the capital of the Company, the Future Fund shall have the option to require the Company to purchase all of the shares in the capital of the Company held by the Future Fund for an aggregate price of £1.00 at any time (the **Put Option**), provided that:

- (a) the Put Option shall be exercisable by irrevocable notice in writing from the Future Fund to the Company (the **Put Option Notice**);
- (b) the terms of the completion of the Put Option have been authorised by a resolution of the Company;
- (c) completion of the Put Option shall take place as soon as reasonably practicable, and in any event no later than 20 Business Days following the Company's receipt of the Put Option Notice; and
- (d) each of the shareholders of the Company and the Company shall execute, and the Company shall procure so far as it lies within its power to do so the execution of, all such documents and deeds and do all such acts and things as may be reasonably required from time to time to implement the Put Option and transfer the legal and beneficial ownership of the relevant shares being sold to the Company under this article 26.3, including waiving any pre-emption rights relating to such transfer.

**27. COMPANY'S LIEN OVER SHARES**

- 27.1 The Company has a lien (the **Company's Lien**) over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 27.2 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.
- 27.3 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.

**28. ENFORCEMENT OF THE COMPANY'S LIEN**

- 28.1 Subject to the provisions of this article 28, 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.
- 28.2 A Lien Enforcement Notice:
- (a) may only be given in respect of a Share which is subject to the Company's Lien and in respect of a sum payable to the Company for which the due date for payment has passed;
  - (b) must specify the Share concerned;
  - (c) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
  - (d) must be addressed either to the holder of the Share or to a transmittee of that holder; and
  - (e) must state the Company's intention to sell the Share if the notice is not complied with.
- 28.3 Where Shares are sold under this article 28:
- (a) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to 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.

28.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the Company's 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; and
- (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 an indemnity in a form reasonably satisfactory to the Directors 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 by that person (or his estate or any joint holder of the shares) after the date of the Lien Enforcement Notice.

28.5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been 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.

## **ADMINISTRATIVE ARRANGEMENTS**

### **29. MEANS OF COMMUNICATION TO BE USED**

29.1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by pre-paid first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (c) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- (d) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt; or
- (e) if sent or supplied by email, one hour after the notice, document or information was sent or supplied; or
- (f) if deemed receipt under the previous paragraphs of this article 29.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00

am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

29.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (c) if sent by email, the notice was properly addressed and sent to the email address of the recipient.

29.3 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

### **30. INDEMNITY AND INSURANCE**

30.1 Subject to the provisions of and so far as may be permitted by, the Act:

- (a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director or any associated company is indemnified by the Company against:
  - (i) any liability incurred by the director to the Company or any associated company; or
  - (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
  - (iii) any liability incurred by the director:
    - (A) in defending any criminal proceedings in which he is convicted;
    - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or

- (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 30.1(a)(i), 30.1(a)(iii)(B) and 30.1(a)(iii)(C) applying; and

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

30.2 The Company may buy and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify, including, without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

### 31. DATA PROTECTION

31.1 Each of the Shareholders and Directors (from time to time) consents to the processing of his personal data by the Company, its Shareholders and Directors (each a **Recipient**) for the purposes of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

31.2 The personal data that may be processed for such purposes under this article 30 shall include any information which may have a bearing on the prudence or commercial merits of investing in, or disposing of any Shares (or other investment or security) in, the Company. Save as required by law, court order or any regulatory authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

- (a) a Member of the Same Group as the Recipient (each a **Recipient Group Company**);
- (b) employees, directors and professional advisers of that Recipient or any Recipient Group Company; and
- (c) funds managed by any of the Recipient Group Companies.

- 31.3 Each of the Shareholders and Directors consent (from time to time) to the transfer of such personal data to persons acting on behalf of any 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.

## **32. DISPUTES**

- 32.1 Where these Articles provide for any dispute in relation to a particular matter to be determined pursuant to this article 32, such dispute shall be referred, at the request of any Shareholder, to the Independent Expert. The decision of the Independent Expert (who shall be deemed to act as an expert and not as an arbitrator) shall, save in the event of fraud or manifest error, be final and binding on the Company and the Shareholders.
- 32.2 The cost of any reference to the Independent Expert pursuant to this article 32 shall be borne as directed in the relevant article or, where no such direction is given, by the party or parties named by the Independent Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, where no such party is named by the Independent Expert, equally by the parties concerned.

## **33. ENTRENCHMENT**

- 33.1 For so long as the Future Fund (or any of its Permitted Transferees) hold any Shares, the Future Fund specific rights set out in these Articles (being: (i) the definition of 'Permitted Transferee' at article 1.1 and article 17.1 (Permitted Transfers) insofar as they apply to the Future Fund; and (ii) the put option at article 26.3 and this article 33) cannot be amended or removed without the prior written consent of the Future Fund.