

Company No. 05108142

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF
ALPHA FX LIMITED

WEDNESDAY



A17 *A8K34GL4* 11/12/2019 #368
COMPANIES HOUSE

Pursuant to section 288 of the Companies Act 2006 (**CA 2006**), Alpha FX Group PLC, being the sole eligible member (as defined by section 289 CA 2006) of the Company for this purpose, signifies its agreement to and passes the following written resolutions (**Written Resolutions**) as ordinary and special resolutions of the Company (as designated below):

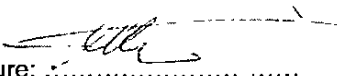
ORDINARY RESOLUTION

- 1 **THAT**, subject to the passing of resolution 2 below, the directors are generally and unconditionally authorised, for the purposes of section 551 CA 2006 and article 33 of the new articles of association of the Company which are to be adopted pursuant to resolution 2, a copy of which are attached to these Written Resolutions (**New Articles**), to exercise all of the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into such shares (**Allotment Rights**), but so that:
- (a) the shares that may be allotted or made the subject of Allotment Rights under this authority shall be D ordinary shares of £0.01, D1 ordinary shares of £0.01 or D2 ordinary shares of £0.01 in the Company, having the rights and being subject to the obligations set out in the New Articles, up to an aggregate nominal amount of £1,000;
 - (b) this authority shall expire on the fifth anniversary of the passing of these Written Resolutions;
 - (c) the Company may make any offer or agreement before such expiry which would or might require shares to be allotted or Allotment Rights to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired; and
 - (d) all unexercised authorities already vested in the directors as at the date of this resolution to allot shares or to grant Allotment Rights are revoked.

SPECIAL RESOLUTIONS

- 2 **THAT** the New Articles be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.
- 3 **THAT**, subject to the passing of resolutions 1 and 2 above, the directors of the Company be empowered, pursuant to section 570 of the CA 2006, to allot equity securities (as defined in section 560 of the CA 2006) pursuant to the authority granted in resolution 1 as if section 561(1)

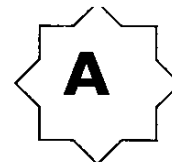
of the CA 2006 and any rights of pre-emption, however expressed, contained in the New Articles (including, without limitation, article 34 of the New Articles) did not apply to any such allotment.

Signature: 

Name: HENRY LISNEY

Director duly authorised for and on behalf of the
sole eligible member **Alpha FX Group PLC**

Date: 20 NOVEMBER 2019



Company Number: 05108142

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
ALPHA FX LIMITED
("COMPANY")**

(Adopted by Special resolution passed on 20 November 2019)

INDEX TO THE ARTICLES

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms
2. Liability of members

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority
4. Shareholders' reserve power
5. Directors' delegation
6. Committees

DECISION-MAKING BY DIRECTORS

7. Directors to take decisions collectively
8. Unanimous decisions
9. Calling a Directors' meeting
10. Participation in Directors' meetings
11. Quorum for Directors' meetings
12. Chairing of Directors' meetings
13. Transactions or other arrangements with the Company
14. Directors' conflicts of interest
15. Records of decisions
16. Directors' discretion to make further rules

APPOINTMENT OF DIRECTORS

17. Number of Directors
18. Methods of appointing Directors
19. Termination of Director's appointment
20. Directors' remuneration
21. Directors' expenses

ALTERNATE DIRECTORS

22. Appointment and removal of alternate Directors
23. Rights and responsibilities of alternate Directors
24. Termination of alternate Directorships

SECRETARY

25. Secretary

PART 3

SHARES AND DISTRIBUTIONS

SHARES

- 26. Share capital and share issue
- 27. Dividends
- 28. Liquidation preference
- 29. Exit provisions
- 30. Redemption of Preference Shares
- 31. Voting
- 32. Conversion of Preference Shares
- 33. Further issues of Shares: authority
- 34. Further issues of Shares: pre-emption rights
- 35. Powers to issue different classes of share
- 36. Company not bound by less than absolute interests
- 37. Share certificates
- 38. Replacement share certificates
- 39. Share transfers
- 40. Transmission of shares
- 41. Exercise of Transmittees' rights
- 42. Transmittees bound by prior notices

DIVIDENDS AND OTHER DISTRIBUTIONS

- 43. Procedure for declaring dividends
- 44. Payment of dividends and other distributions
- 45. No interest on distributions
- 46. Unclaimed distributions
- 47. Non-cash distributions
- 48. Waiver of distributions

CAPITALISATION OF PROFITS

- 49. Authority to capitalise and appropriation of capitalised sums

PARTLY PAID SHARES

- 50. Company's lien over shares
- 51. Enforcement of the Company's Lien
- 52. Pay-Up Call Notices
- 53. Liability to pay Pay-Up Calls
- 54. When Pay-Up Call Notice need not be issued
- 55. When Pay-Up Call Notice need not be issued
- 56. Notice of intended forfeiture
- 57. Effect of forfeiture
- 58. Procedure following forfeiture
- 59. Surrender of Shares

PART 4

DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

- 60. Attendance and speaking at general meetings
- 61. Quorum for general meetings
- 62. Chairing general meetings
- 63. Attendance and speaking by Directors and non-shareholders
- 64. Adjournment

VOTING AT GENERAL MEETINGS

- 65. Voting: general
- 66. Errors and disputes
- 67. Poll votes
- 68. Content of proxy notices
- 69. Delivery of proxy notices
- 70. Amendments to resolutions

PART 5

ADMINISTRATIVE ARRANGEMENTS

- 71. Means of communication to be used
- 72. No right to inspect accounts and other records
- 73. Provision for employees on cessation of business

DIRECTORS' INDEMNITY AND INSURANCE

- 74. Indemnity
- 75. Insurance

**PART 1
INTERPRETATION AND LIMITATION OF LIABILITY**

1. Defined terms

- 1.1. In these Articles, unless the context requires otherwise the following terms shall have the following meanings:

"Act"	the Companies Act 2006;
"Acquisition Date"	means, in relation to the allotment and issue of Incentive Shares to a B Shareholder, a C Shareholder, or a D Shareholder the date on which such Incentive Shares were allotted and issued to the B Shareholder, the C Shareholder or the D Shareholder respectively;
"Acquisition Price"	means the price per share at which the Incentive Shares were allotted and issued to a B Shareholder, C Shareholder or D Shareholder by the Company less any amounts unpaid on any relevant Incentive Share;
"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);
"Adoption Date Value"	means: (a) in respect of B Shares, £25,000,000; and (b) in respect of C Shares, £183,300,000;
"Articles"	the Company's articles of association for the time being in force;
"Asset Sale"	the disposal by the Company of all, or a substantial part of, its business and assets;
"APS"	the Alpha Payment Solutions division of the Company;
"APS Call Option"	means the call option granted by holders of D1 Shares and D2 Shares pursuant to Article 39.8.7
"APS UPAT"	the amount of the Company's underlying profit after tax attributable to APS in a financial year, as determined by the Board for the relevant financial year;
"APS Available Profits"	the accumulated, realised profits of APS less its accumulated, realised losses, as determined by the Board;
"Associate"	has the meaning given in section 256 of the Act;
"Available Profits"	the profits available for distribution within the meaning of Part 23 the Act;
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern

	Ireland which have an effect similar to that of bankruptcy;
"Board"	the board of Directors of the Company from time to time;
"B Shareholder"	a registered holder of B Shares;
"B Shares"	the B Ordinary Shares of £1.00 each in the capital of the Company;
"Business Day"	any day (other than a Saturday, Sunday or public holiday in the United Kingdom);
"Call Option"	means the call option granted by holders of Incentive Shares pursuant to Articles 39.8.1 and 39.8.2;
"Chairman"	the meaning given in Article 12;
"Chairman of the meeting"	the meaning given in Article 62;
"Companies Acts"	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
"Company's Lien"	has the meaning given to it in Article 50.1;
"Completion Date"	has the meaning given to it in Articles 39.8.3 and 39.9.19, as applicable;
"Conflict"	the meaning given in Article 14.1;
"Consideration Shares"	the ordinary shares in the capital of the Parent Company to be allotted and issued in accordance with Article 39.9.14, Article 39.9.15 or Article 39.9.16 (as applicable) in consideration for the sale of Incentive Shares under a Put Option;
"Controlling Interest"	an interest in shares giving to the holder or holders control of the Company within the meaning of 1124 of the Corporation Tax Act 2010;
"C Shareholder"	a registered holder of C Shares;
"C Shares"	the C Ordinary Shares of £1.00 each in the capital of the Company;
"D Ordinary Shares"	the D Ordinary Shares of £0.01 each in the capital of the Company;
"D Shareholder"	A registered holder of D1 Shares or D2 Shares;
"D Shares"	the D Ordinary Shares, D1 Shares and the D2 Shares;
"D1 Shares"	the D1 Ordinary Shares of £0.01 each in the capital of the Company;

"D2 Shares"	the D2 Ordinary Shares of £0.01 each in the capital of the Company;
"D Share Value"	means, in each relevant financial year, an amount equal to: $N \text{ multiplied by } ((\text{APS UPAT multiplied by } 8) \text{ divided by } Z)$ where N: the number of D Shares the subject of the relevant Put Notice; Z: the total number of D Shares in issue;
"Departing Employee Shareholder"	means a holder of Incentive Shares who ceases to be a consultant to, or director or employee of the Company or any Group Company for any reason whatsoever;
"Director"	a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
"Distribution Recipient"	the meaning given in Article 44.2;
"Document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Electronic form"	the meaning given in section 1168 of the Act;
"Eligible Director"	a Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any Director whose vote is not to be counted in respect of the particular matter);
"Employee Shareholder"	means an officer, consultant or employee of the Company or any member of the Group to whom Incentive Shares are allotted and issued;
"Exit"	a Share Sale, an Asset Sale or a Listing;
"Exit Value"	means upon any transfer of Incentive Shares pursuant to a Put Option, the fair value of the Parent Company as determined in accordance with Article 39.11;
"Fifth Target"	has the meaning given to it in Article 39.9.1.5
"First Target"	has the meaning given to it in Article 39.9.1.1;
"Fourth Target"	has the meaning given to it in Article 39.9.1.4;
"Fully Paid"	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

"Group"		the Company and each and any of its parent undertakings and subsidiaries from time to time, and "Group Company" shall be construed accordingly;
"Hard copy form"		the meaning given in section 1168 of the Act;
"Holder"		in relation to Shares means the person whose name is entered in the register of members as the holder of the shares;
"Incentive Shares"		the B Shares, the C Shares, the D1 Shares and the D2 Shares;
"Increased Value"		means, in relation to a Successful Exit by a B Shareholder or by a C Shareholder, the amount (if any) by which the Exit Value exceeds the Adoption Date Value of the relevant Incentive Shares (as applicable) and, for the purposes of ascertaining the price at which B Shares or C Shares are to be transferred, where the Exit Value is less than the Adoption Date Value of the relevant B Shares or C Shares (as applicable), the consideration for such transfer shall be deemed to be zero;
"Instrument"		a document in Hard copy form;
"Lapse"		means: (a) in respect of any B Shares, a lapse of a Put Option granted under Article 39.9.1 in accordance with Article 39.9.8; or (b) in respect of any C Shares, a lapse of the Put Option granted under Article 39.9.2 in accordance with Article 39.9.9; (c) in respect of any D1 Shares and/or D2 Shares, a lapse of the Put Option granted under Article 39.9.3 in accordance with Article 39.9.11;
"Lapsed B Shares"		any B Shares that are subject to a Put Option under Article 39.9.1 to the extent such Put Option Lapses;
"Lapsed C Shares"		any C Shares that are subject to a Put Option under Article 39.9.2 to the extent such Put Option Lapses;
"Lapsed D Shares"		any D1 Shares and/or D2 Shares that are subject to a Put Option under Article 39.9.3 to the extent such Put Option Lapses;
"Lapsed Shares"	Incentive	any Lapsed B Shares, Lapsed C Shares or Lapsed D Shares;
"Lien Notice"	Enforcement	has the meaning given to it in Article 51.2;
"Listing"		the successful application and admission of all or any of the shares in the capital of the Company, or

	securities representing such shares (including American depositary receipts, American depositary shares and/or other instruments to the Official List of the UK 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 (as amended)) (and Listed shall be construed accordingly);
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;
"Ordinary Resolution"	has the meaning given in section 282 of the Act;
"Ordinary Shares"	the Ordinary shares of £1.00 each in the capital of the Company;
"Original Subscription Price"	for the Preference Shares, £47,700 per share;
"Paid"	paid or credited as paid;
"Parent Company"	means Alpha FX Group plc, registered in England with company number 0726416 for so long as it is the holder of the Ordinary Shares;
"Parent Undertaking"	has the meaning given to it in the Act;
"Participate"	in relation to a Directors' meeting, has the meaning given in Article 10.1;
"Pay-Up Call"	has the meaning given to it in Article 52.1;
"Pay-Up Call Notice"	has the meaning given to it in Article 52.1;
"Preference Shares"	the 7.5% redeemable cumulative preference shares of £47,700 each in the capital of the Company;
"Performance Breach"	means: (a) if an Employee Shareholder conducts himself in a way deemed unbecoming or detrimental to the good reputation of the Company or any Group Company; or (b) if an Employee Shareholder subjects the Company or any Group Company to any regulatory breach; or (c) if, as a result of (i) any transaction carried out by an Employee Shareholder, (ii) any action or inaction on the part of the Employee Shareholder to comply with the rules or practices of the Financial Conduct Authority or any other regulatory body for which the

Group may be subject, any member of the Group suffers any material loss;

(d) the Employee Shareholder being employed by, interested in or otherwise engaged with a competitor of the Company or any Group Company (as determined by the Board);

(e) the Employee Shareholder being the subject of a proper and lawful disciplinary action;

(f) a material breach by an Employee Shareholder of his duties to the Group, including such breach being evidenced by the relevant Employee Shareholder being assessed at any time as poor in any formal performance appraisal; and

(g) any act, omission or event which is expressed in any contract made between an Employee Shareholder and the Company or any Group Company to constitute a "Performance Breach" for the purposes of these Articles.

"Proxy Notice"

the meaning given in Article 68.1;

"Put Notice"

has the meaning given in Article 39.9.5, Article 39.9.6 or Article 39.9.7 (as applicable)

"Put Option"

has the meaning given in Article 39.9.1, Article 39.9.2 or Article 39.9.3 (as applicable);

"Put Option Price"

has the meaning given in Article 39.9.14 or Article 39.9.15 or Article 39.9.16 (as applicable);

"Qualifying Person"

means:

(a) an individual who is a member of the Company;

(b) a person authorised under section 323 of the Act (representations of corporations at meetings) to act as the representative of a corporation in relation to the meeting; or

(c) a person appointed as a proxy of a member in relation to the meeting.

"Realisation Price"

the value of each Ordinary Share in issue immediately before a Listing, determined by reference to the price per share at which Ordinary Shares in the Company are to be offered for sale, placed or otherwise marketed pursuant to the Listing.

"Relevant Entitlement"

means:

(a) in relation to the B Shares and in relation to a Successful Exit, the amount of any Increased Value that the B Shares (as a class) are entitled to, being an amount which represents a percentage of the Increased Value calculated by dividing the aggregate

nominal value of the B Shares by the aggregate nominal value of Ordinary Shares and Incentive Shares in issue at the relevant time;

(b) in relation to the C Shares and in relation to a Successful Exit, the amount of any Increased Value that the C Shares (as a class) are entitled to, being an amount which represents a percentage of the Increased Value calculated by dividing the aggregate nominal value of the C Shares by the aggregate nominal value of Ordinary Shares and Incentive Shares in issue at the relevant time;

"Relevant Target"	means First Target, Second Target, Third Target, Fourth Target or Fifth Target (as applicable);
"Revenue"	means the revenue of the Company in a financial year as stated in the audited financial accounts of the Company on a non-consolidated basis for the relevant financial year, other than any revenue which is to be reattributed (i) by the Company to any Subsidiary of the Company, (ii) by the Company to any Subsidiary of the Company's parent undertaking, pursuant to any intercompany services agreements or any other arrangements or (iii) to any division of the Company as determined by the Board;
"Second Target"	has the meaning given to it in Article 39.9.1.2;
"Serious Breach"	means a breach of the employment agreement by an Employee Shareholder such that the Company (or any member of its Group) would be entitled to summarily dismiss him on account of that breach and/or a Performance Breach;
"Shareholder"	any holder of Shares for the time being and shall as the context permits include any beneficial owner of Shares for the time being;
"Shares"	shares in the Company;
"Share Sale"	the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result 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 shareholders and the proportion of shares held by each of them following completion of the sale are the same as the shareholders and their shareholdings in the Company immediately before to the sale.
"Special Resolution"	has the meaning given in section 283 of the Act;
"Subsidiary"	has the meaning given in section 1159 of the Act;

"Successful Exit"	means the proper exercise by a B Shareholder of a Put Option under Article 39.9.1 or a C Shareholder of a Put Option under Article 39.9.2 or a D Shareholder under Article 39.9.3;
"Third Target"	has the meaning given to it in Article 39.9.1.3;
"Transmittee"	on the death of a Shareholder the Personal Representatives of such Shareholder or in the event of Bankruptcy of a Shareholder the trustee in bankruptcy of such Shareholder;
"Vested B Shares"	any B Shares that are not Lapsed B Shares;
"Vested C Shares"	any C Shares subject to a Put Option that have become exercisable under Articles 39.9.2.1 to 39.9.2.5 (inclusive) that have not been exercised under the Put Option granted under Articles 39.9.2 that are not Lapsed C Shares;
"Writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2. Words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in this document to an **"Article"** is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:-
 - 1.5.1. any subordinate legislation from time to time made under it, and
 - 1.5.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6. Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Liability of members

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

**PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES**

3. Directors' general authority

- 3.1. Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4. Shareholders' reserve power

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

5. Directors' delegation

- 5.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:-
- 5.1.1. to such person or committee;
 - 5.1.2. by such means (including by power of attorney);
 - 5.1.3. to such an extent;
 - 5.1.4. in relation to such matters or territories; and
 - 5.1.5. on such terms and conditions,
- as they think fit.
- 5.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 5.3. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. Committees

- 6.1. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 6.2. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION MAKING BY DIRECTORS

7. Directors to take decisions collectively

- 7.1. The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.1.

7.2. If:-

7.2.1. the Company only has one Director for the time being, and

7.2.2. no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may (for so long as he or she remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

8. Unanimous decisions

8.1. A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they agree.

8.2. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

8.3. A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

9. Calling a Directors' meeting

9.1. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

9.2. Notice of any Directors' meeting must indicate:-

9.2.1. its proposed date and time;

9.2.2. where it is to take place; and

9.2.3. if it is anticipated that Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.3. Notice of a Directors' meeting shall be given to each Director but need not be in writing.

9.4. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10. Participation in Directors' meetings

10.1. Subject to the Articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when:-

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

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

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

- 10.3. If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11. Quorum for Directors' meetings

- 11.1. At a Directors' meeting, unless there is a quorum, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2. Where the Company has only one Director, the quorum for a Director's meeting shall be one Director Participating at a meeting and in any other case (subject to these Articles) shall be two Directors Participating at a meeting.
- 11.3. For the purposes of any meeting (or part of a meeting) held pursuant to Article 14 to authorise a Conflict, if there is only one Director in office besides the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director.
- 11.4. If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-
- 11.4.1. to appoint further Directors, or
- 11.4.2. to call a general meeting so as to enable the Shareholders to appoint further Directors.

12. Chairing of Directors' meetings

- 12.1. The Directors may appoint a Director to chair their meetings.
- 12.2. The person so appointed for the time being is known as the Chairman.
- 12.3. The Directors may terminate the Chairman's appointment at any time.
- 12.4. If the Chairman is not Participating in a Directors' meeting within ten minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

13. Transactions or other arrangements with the Company

- 13.1. Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:-
- 13.1.1. 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;
- 13.1.2. shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 13.1.3. 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 contract or proposed contract in which he is interested;

- 13.1.4. may act by himself or herself 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;
 - 13.1.5. 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
 - 13.1.6. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.
- 13.2. For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 13.3. Subject to Article 13.4, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.
- 13.4. If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as Participating in the meeting (or that part of the meeting) for voting or quorum purposes.

14. Directors' conflicts of interest

- 14.1. The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").
- 14.2. Any authorisation under this Article will be effective only if:-
- 14.2.1. the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;
 - 14.2.2. any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 14.2.3. the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 14.3. Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):-
- 14.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

14.3.2. be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and

14.3.3. be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

14.4. In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:-

14.4.1. disclose such information to the Directors or to any Director or other officer or employee of the Company, or

14.4.2. use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

14.5. Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:-

14.5.1. is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

14.5.2. is not given any documents or other information relating to the Conflict, and

14.5.3. may or may not be an Eligible Director at any future meeting of Directors in relation to any resolution relating to the Conflict.

14.6. Where the Directors authorise a Conflict:-

14.6.1. the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and

14.6.2. the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he or she acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

14.7. 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 or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

15. Records of decisions

15.1. The Directors must ensure that the Company shall cause minutes of all proceedings at meetings of Directors to be recorded and kept for at least 10 years from the date of the meeting.

16. Directors' discretion to make further rules

- 16.1. Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

17. Number of Directors

- 17.1. Unless otherwise determined by Ordinary Resolution, the number of Directors (other than alternate Directors) shall not be subject to any minimum or maximum.

18. Methods of appointing Directors

- 18.1. Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director of the Company:-

18.1.1. by Ordinary Resolution, or

18.1.2. by a decision of the Directors.

- 18.2. In any case where the Company has no Directors, and all of the Shareholders are either deceased or subject to Bankruptcy, the Transmittree(s) of the last Shareholder to have died or to have a bankruptcy order made against him or her (as the case may be) shall have the right, by notice in writing, to appoint a natural person (including a Transmittree who is a natural person), who is willing to act and is permitted to do so, to be a Director.

- 18.3. For the purposes of Article 18.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

19. Termination of Director's appointment

- 19.1. A person ceases to be a Director of the Company as soon as:-

19.1.1. that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

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

19.1.3. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

19.1.4. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

19.1.5. resignation has taken effect in accordance with the terms of any notification of resignation received by the Company from a Director.

20. Directors' remuneration

- 20.1. Directors may undertake any services for the Company that the Directors decide.

- 20.2. Directors are entitled to such remuneration as the Directors determine:-

- 20.2.1. for their services to the Company as Directors, and
- 20.2.2. for any other service which they undertake for the Company.
- 20.3. Subject to the Articles, a Director's remuneration may:-
 - 20.3.1. take any form, and
 - 20.3.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 20.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 20.5. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested.

21. Directors' expenses

- 21.1. The Company may pay any reasonable expenses which the Directors (including alternate Directors) and the secretary properly incur in connection with their attendance at:-
 - 21.1.1. meetings of Directors or committees of Directors,
 - 21.1.2. general meetings, or
 - 21.1.3. separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

22. Appointment and removal of alternate Directors

- 22.1. Any Director (the "**Appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:-
 - 22.1.1. exercise that Director's powers, and
 - 22.1.2. carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.
- 22.2. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.
 - 22.3. The notice must:-
 - 22.3.1. identify the proposed alternate, and

- 22.3.2. In the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

23. Rights and responsibilities of alternate Directors

- 23.1. An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor.

- 23.2. Except as the Articles specify otherwise, alternate Directors:-

- 23.2.1. are deemed for all purposes to be Directors;
- 23.2.2. are liable for their own acts and omissions;
- 23.2.3. are subject to the same restrictions as their Appointors; and
- 23.2.4. 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 meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

- 23.3. A person who is an alternate Director but not a Director:-

- 23.3.1. may be counted as Participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not Participating);
- 23.3.2. may Participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not Participate); and
- 23.3.3. shall not be counted as more than one Director for the purposes of Articles 23.3.1 and 23.3.2.

- 23.4. A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision), and shall be entitled to count as more than one Director for the purposes of determining whether a quorum is present.

- 23.5. An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

24. Termination of alternate Directorships

- 24.1. An alternate Director's appointment as an alternate terminates:-

- 24.1.1. when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 24.1.2. 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;

24.1.3. on the death of the alternate's Appointor; or

24.1.4. when the alternate's Appointor's appointment as a Director terminates.

SECRETARY

25. Secretary

25.1. The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person.

PART 3 SHARES AND DISTRIBUTIONS SHARES

26. Share capital and share issue

26.1. The share capital of the Company shall be divided into Ordinary Shares and Preference Shares, B Shares, C Shares and D Shares.

26.2. Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.

26.3. Except as provided in these Articles, the Preference Shares and the Ordinary Shares, B Shares, C Shares and D Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

26.4. Save with the prior approval of the Board, no share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

26.5. This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

26.6. B Shares

26.6.1. The B Shares have been created as a class of 'incentive shares'.

26.6.2. The B Shares shall confer upon their holder no entitlement to participate in distributions of the capital of the Company or to any return of assets on a liquidation, capital reduction or otherwise (other than on a Successful Exit).

26.6.3. The B Shares shall confer upon their holder no entitlement to participate in the proceeds of a Successful Exit other than in accordance with these Articles and only to the extent that such proceeds represent Increased Value (and then only to the extent of their Relevant Entitlement on a pro rata basis as between the holders of the B Shares).

26.6.4. Subject to the provisions below in respect of the operation of a Call Option and a Put Option, upon a Successful Exit the holders of the B Shares shall be entitled to receive the Relevant Entitlement (on a pro rata basis between the holders of the B Shares) on completion of such Successful

Exit in accordance with the terms of these Articles and the Company shall procure the same (to the extent it is lawfully able to do so).

- 26.6.5. The B Shares do not confer on each holder of B Shares the right to receive notice of, nor to attend, speak or vote at a general meeting of the Company.

26.7. C Shares

- 26.7.1. The C Shares have been created as a class of 'incentive shares'.
- 26.7.2. The C Shares shall confer upon their holder no entitlement to participate in distributions of the capital of the Company or to any return of assets on a liquidation, capital reduction or otherwise (other than on a Successful Exit).
- 26.7.3. The C Shares shall confer upon their holder no entitlement to participate in the proceeds of a Successful Exit other than in accordance with these Articles and only to the extent that such proceeds represent Increased Value (and then only to the extent of their Relevant Entitlement on a pro rata basis as between the holders of the C Shares).
- 26.7.4. Subject to the provisions below in respect of the operation of a Call Option and a Put Option, upon a Successful Exit the holders of the C Shares shall be entitled to receive the Relevant Entitlement (on a pro rata basis between the holders of the C Shares) on completion of such Successful Exit in accordance with the terms of these Articles and the Company shall procure the same (to the extent it is lawfully able to do so).
- 26.7.5. The C Shares do not confer on each holder of C Shares the right to receive notice of, nor to attend, speak or vote at a general meeting of the Company.

26.8. D Shares

26.8.1. D Ordinary Shares

- 26.8.1.1. The D Ordinary Shares shall confer upon their holder such entitlement to participate in distributions of the capital of the Company which relate to APS Profits or to any return of assets on a liquidation, capital reduction or otherwise which relates to APS Profits as is set out in these Articles.
- 26.8.1.2. The D Ordinary Shares confer on each holder of D Ordinary Shares the voting rights set out in Article 31.1.2.

26.8.2. D1 Shares

- 26.8.2.1. The D1 Shares shall confer upon their holder such entitlement to participate in distributions of the capital of the Company which relates to APS Profits or to any return of assets on a liquidation, capital reduction or otherwise which relates to APS Profits as is set out in these Articles.

26.8.2.2. The D1 Shares shall confer upon their holder the entitlement to participate in the proceeds of a Successful Exit to the extent of pro rata entitlement to D Share Value.

26.8.2.3. Subject to the provisions below in respect of the operation of a Call Option and a Put Option, upon a Successful Exit the holders of the D1 Shares shall be entitled to receive the D Share Value (on a pro rata basis between the holders of the D Shares) on completion of such Successful Exit in accordance with the terms of these Articles and the Company shall procure the same (to the extent it is lawfully able to do so).

26.8.2.4. The D1 Shares do not confer on each holder of D1 Shares the right to receive notice of, nor to attend, speak or vote at a general meeting of the Company.

26.8.3. D2 Shares

26.8.3.1. The D2 Shares shall confer upon their holder no entitlement to participate in distributions of the capital of the Company or to any return of assets on a liquidation, capital reduction or otherwise (other than on a Successful Exit).

26.8.3.2. The D2 Shares shall confer upon their holder the entitlement to participate in the proceeds of a Successful Exit to the extent of pro rata entitlement to D Share Value.

26.8.3.3. Subject to the provisions below in respect of the operation of a Call Option and a Put Option, upon a Successful Exit the holders of the D2 Shares shall be entitled to receive the D Share Value (on a pro rata basis between the holders of the D Shares) on completion of such Successful Exit in accordance with the terms of these Articles and the Company shall procure the same (to the extent it is lawfully able to do so).

26.8.3.4. The D2 Shares do not confer on each holder of D2 Shares the right to receive notice of, nor to attend, speak or vote at a general meeting of the Company.

27. Dividends

27.1. In any financial year, the Available Profits of the Company shall be used to pay dividends as set out in this article 27.

27.2. The Company shall, without resolution of the Board or the Company in general meeting and before application of any Available Profits to reserve or for any other purpose, pay the holders of the Preference Shares a fixed non-cumulative preferential dividend ("**Preferred Dividend**") at an annual rate of 7.5% of the Original Subscription Price per Preference Share to be paid on 31 December in each year to the person registered as its holder on the relevant date.

27.3. Once all the Preferred Dividends have been paid, any Available Profits remaining that the Company determines to distribute shall be distributed pro rata among the holders of Ordinary Shares, D Ordinary Shares and D1 Shares.

- 27.4. If the Company is unable to pay the Preferred Dividend in full on the due date because there are insufficient Available Profits, it shall pay the Preferred Dividend on that date to the extent that it is lawfully able to do so.
- 27.5. Unless the Company has insufficient Available Profits, the Preferred Dividend shall be paid immediately on the due date. Such payment shall be made notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting.
- 27.6. If the Preferred Dividend is not paid on the due date, it shall immediately become a debt due by the Company and shall be payable in priority to any other dividend and shall attract interest at an annual rate of 8% above the base rate from time to time of National Westminster Bank plc, calculated daily over a 365-day year from and including the date any sum becomes due to the actual date of payment, compounded to the end of each calendar month for the period from that date up to (and including) the date of actual payment. All accrued but unpaid dividends shall be paid immediately before an Exit.
- 27.7. If the Company is in arrears in paying the Preferred Dividend, the first Available Profits arising shall be applied in the following order of priority:
- 27.7.1. first, in or towards paying off any arrears of Preferred Dividend; and
- 27.7.2. second, in or towards redeeming all Preference Shares that have not been redeemed on or by the due date for redemption in accordance with article 30.
- 27.8. On a Listing, if the Company has insufficient Available Profits, it shall, by way of special dividend and in lieu of the accrued dividends that the Company is prohibited from paying, allot to each holder of Preference Shares in respect of which the Company is prohibited from paying dividends, by way of capitalisation of reserves, such number of Ordinary Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the unpaid dividend.
- 27.9. The Company shall procure that the profits of any other Group Company available for distribution shall from time to time (and to the extent that it is lawful to do so), be paid by way of dividend to the Company (or, as the case may be the relevant Group Company that is its immediate holding company or Parent Undertaking) as are necessary to permit lawful and prompt payment by the Company of the Preferred Dividends by the Company.
- 27.10. The B Shares will not entitle the holders of such B Shares to any dividends.
- 27.11. The C Shares will not entitle the holders of such C Shares to any dividends.
- 27.12. The D Ordinary Shares and the D1 Shares will only entitle the holders of D Ordinary Shares and D1 Shares to a dividend to the extent that the Board determines that there are sufficient Available APS Profits for the purpose.
- 27.13. The D2 Shares will not entitle the holders of such D2 Shares to any dividends.

28. Liquidation preference

- 28.1. On a return of assets on liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of shares), the assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be applied in the following order of priority:

28.1.1. first, in paying to the holders of the Preference Shares an amount equivalent to the Original Subscription Price per Preference Share, together with a sum equal to any arrears and accruals of the Preferred Dividend calculated down to and including the date of the return of capital and, if there is a shortfall of assets remaining to satisfy the entitlements of holders of Preference Shares in full, the proceeds shall be distributed to the holders of the Preference Shares in proportion to the amounts due to each such share held; and

28.1.2. second, in paying to the holders of the Ordinary Shares pro rata.

29. Exit provisions

29.1. The proceeds of a Share Sale shall be distributed in the order of priority set out in article 28. Except where the holders of the Preference Shares agree otherwise, the Directors shall not register any transfer of Shares if the proceeds of sale are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale), provided that, if the proceeds of sale are not settled in their entirety on completion of the Share Sale:

29.1.1. the Directors may register the transfer of the relevant shares, provided that the proceeds have been distributed in the order of priority set out in article 28; and

29.1.2. the Shareholders shall take any action required by the holders of the Preference Shares to ensure that the proceeds of sale are distributed in the order of priority set out in article 28.

29.2. On an Asset Sale, except where the holders of the Preference Shares agree otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully able to do so) in the order of priority set out in article 28. If it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the holders of the Preference Shares (including (but not limited to) any actions that may be necessary to put the Company into voluntary liquidation so that article 28 applies).

29.3. Immediately before a Listing the Company shall allot to each holder of Preference Shares by way of automatic capitalisation of reserves such number of Ordinary Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the Original Subscription Price of the Preference Shares held and any arrears and accruals of Preferred Dividends on those shares.

29.4. In the event of an Exit approved by the Board in accordance with the terms of these Articles (**Proposed Exit**), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit. The Shareholders shall take all applicable actions that are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with this article 29.4:

29.4.1. the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit;

29.4.2. the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents; and

29.4.3. the Company may receive any purchase money due to the defaulting Shareholder in trust for each defaulting Shareholder.

30. Redemption of Preference Shares

- 30.1. Subject to the Act, the Preference Shares shall be redeemed in full by the relevant holder giving notice of the redemption to the Company (**Redemption Notice**). Those shares shall be redeemed immediately following receipt of the Redemption Notice by the Company (**Redemption Date**).
- 30.2. On the Redemption Date, the Company shall pay the Original Subscription Price on each of the Preference Shares redeemed. At the same time, it shall pay any arrears or accruals of the Preferred Dividend due on such shares, calculated down to and including the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant Preference Shares, any amount paid on redemption of those shares shall relate first to the arrears and accruals of the Preferred Dividend. The Preferred Dividends on the redeemed shares shall stop accruing from the date on which the redemption amount is paid.
- 30.3. On any Redemption Date the Company shall pay to each registered holder of Preference Shares the amount payable in respect of such redemption. On receipt of that amount, each such holder shall surrender to the Company the certificate for the shares that are to be redeemed (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost share certificate) to be cancelled. If any certificate (or indemnity) so surrendered includes any shares that are not redeemable at that time, the Company shall issue a new share certificate for the balance of the shares not redeemable to the holder.
- 30.4. If, on any Redemption Date, the Company is prohibited from redeeming some or all of the Preference Shares then due to be redeemed, the Company shall redeem such number of Preference Shares as it is lawfully able to redeem. If there is more than one holder whose Preference Shares are due to be redeemed, those Preference Shares shall be redeemed in proportion as nearly as possible to their existing holdings of Preference Shares and the Company shall redeem the balance of those shares as soon as practicable.
- 30.5. For so long as the Company is prohibited from redeeming Preference Shares, and some or all of the Preference Shares have not been redeemed, the Preferred Dividend shall, notwithstanding the other provisions of these Articles, continue to accrue down to and including the date on which such shares are actually redeemed, and the Company shall not pay any dividend or otherwise make any distribution out of capital or otherwise decrease its Available Profits. If the Company fails to make any partial redemption of Preference Shares, then subsequent redemptions of Preference Shares shall be deemed to be of those Preference Shares that first became due for redemption.

31. Voting

- 31.1. Shares in the Company shall carry votes as follows:
 - 31.1.1. the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Ordinary Share shall carry one vote per share;
 - 31.1.2. the D Ordinary Shares shall confer on each holder of D Ordinary Shares the right to receive notice of and attend, speak and vote at all general meetings of the Company, and each D Ordinary Share shall carry one vote per share;
 - 31.1.3. neither the B Shares, the C Shares, the D1 Shares, the D2 Shares nor the Preference Shares shall confer on each holder of such shares the right to

receive notice of, nor to attend, speak or vote at a general meeting of the Company.

31.2. Where shares confer a right to vote, votes may be exercised:

31.2.1. on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding shares with votes shall have one vote); or

31.2.2. on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding shares with votes shall have one vote for each such share held).

32. Conversion of Preference Shares

32.1. Any holder of Preference Shares may, by notice in writing to the Company, require conversion of all of the Preference Shares held by them at any time into Ordinary Shares. Those Preference Shares shall convert automatically on the date that the holder of those Preference Shares requires a conversion (**Conversion Date**).

32.2. All of the Preference Shares shall automatically convert into Ordinary Shares on the date of a Listing.

32.3. In the case of:

32.3.1. Article 32.1, at least five Business Days after the Conversion Date; or

32.3.2. in the case of article 32.2, at least five Business Days before the date of the Listing,

each holder of the relevant Preference Shares shall deliver the certificate (or an indemnity in a form reasonably satisfactory to the Board for any lost share certificate) for the shares being converted (together with such other evidence (if any) as the Board may reasonably require to prove good title to those shares) to the Company at its registered office for the time being.

32.4. Where conversion of a Preference Shares is mandatory on the occurrence of a Listing, that conversion shall be effective only immediately before such Listing (and **Conversion Date** shall be construed accordingly). If such Listing does not become effective, or does not take place, such conversion shall be deemed not to have occurred.

32.5. On the Conversion Date, the relevant Preference Shares shall (without any further authority than that contained in these Articles) stand converted into Ordinary Shares on the basis of the appropriate number (in terms of value) of Ordinary Shares for each Preference Share held and the Ordinary Shares resulting from the conversion shall rank pari passu in all other respects with the existing issued Ordinary Shares.

32.6. On the Conversion Date, the Company shall enter the holder of the converted Preference Shares on the register of Shareholders of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder of Preference Shares delivering the relevant share certificate (or indemnity or other evidence) in respect of the Preference Shares in accordance with this article 32, the Company shall, within five Business Days of the Conversion Date, forward a definitive share certificate for the appropriate number of fully paid Ordinary Shares

to such holder of Preference Shares by post to his address as shown in the register of Shareholders, at his own risk and free of charge.

- 32.7. On the Conversion Date (or as soon after that date as it is possible to calculate the amount payable), the Company shall, if it has sufficient Available Profits, pay to the holders of the Preference Shares falling to be converted a dividend equal to all arrears and accruals of dividends in relation to those Preference Shares (to be calculated on a daily basis down to (and including) the Conversion Date). If the Company has insufficient Available Profits to pay all such arrears and accruals of dividends amounts in full then it shall pay the same to the extent that it is lawfully able to do so.

33. Further issues of shares: authority

- 33.1. Save to the extent authorised by the Articles, or authorised from time to time by an Ordinary Resolution of the Shareholders, the Directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

34. Further issues of shares: pre-emption rights

- 34.1. 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' (as defined in section 560(1) of the Act) made by the Company.
- 34.2. Unless otherwise agreed by Special Resolution, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employee share scheme entered into between employees of the Company and the Company from time to time), those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:
- 34.2.1. shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- 34.2.2. may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.
- 34.3. Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 34.2.1 shall be used for satisfying any requests for Excess Securities made pursuant to Article 34.2.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 34.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 34.4. Subject to Articles 34.2 and 34.3 and to section 551 of the Act, any equity securities shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

- 34.5. No Shares shall be allotted to any employee, Director, prospective employee or prospective director unless such person has (if required by the Board) entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

35. Powers to issue different classes of share

- 35.1. Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 35.2. The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

36. Company not bound by less than absolute interests

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

37. Share certificates

- 37.1. The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 37.2. Every certificate must specify:-
- 37.2.1. in respect of how many Shares, of what class, it is issued;
 - 37.2.2. the nominal value of those Shares;
 - 37.2.3. whether or not the Shares are Fully Paid; and
 - 37.2.4. any distinguishing numbers assigned to them.
- 37.3. No certificate may be issued in respect of Shares of more than one class.
- 37.4. If more than one person holds a Share, only one certificate may be issued in respect of it.
- 37.5. Certificates must:-
- 37.5.1. have affixed to them the Company's common seal, or
 - 37.5.2. be otherwise executed in accordance with the Companies Acts.

38. Replacement share certificates

- 38.1. If a certificate issued in respect of a Shareholder's Shares is:-
- 38.1.1. damaged or defaced, or
 - 38.1.2. said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

- 38.2. A Shareholder exercising the right to be issued with such a replacement certificate:-
- 38.2.1. may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 38.2.2. must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 38.2.3. must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

39. Share transfers

- 39.1. Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor and, unless the share is fully paid, the transferee.
- 39.2. No fee may be charged for registering any Instrument of transfer or other document relating to or affecting the title to any Share.
- 39.3. The Company may retain any Instrument of transfer which is registered.
- 39.4. The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 39.5. No transfer of a Share shall be registered unless the Board resolve to accept such transfer. The Board may, in their absolute discretion, decline to register any transfer of any share whether or not it is a fully paid share, and if they do so, the *Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.*
- 39.6. The Incentive Shares may only be transferred or otherwise disposed of in the following circumstances:
- 39.6.1. pursuant to a Call Option;
 - 39.6.2. pursuant to an APS Call Option;
 - 39.6.3. pursuant to a Put Option; or
 - 39.6.4. with the prior written consent of all holders of the Ordinary Shares,
- and the Company shall not register or recognise any transfer of Incentive Shares in contravention of this Article.
- 39.7. Upon the transfer of any B Shares from a B Shareholder or any C Shares from a C Shareholder or any D1 Shares or D2 Shares from a D Shareholder to any other person, the rights and obligations relating to the B Shares, C Shares, D1 Shares or D2 Shares transferred pursuant to the relevant Call Option, APS Call Option or Put Option shall cease to have any effect in respect of such B Shares, C Shares, D1 Shares or D2 Shares transferred unless otherwise agreed in writing by the holders of the Ordinary Shares.

39.8. Call Options

Departing Employee Shareholder or Performance Breach

39.8.1. If a holder of Incentive Shares becomes a Departing Employee Shareholder or commits a Performance Breach, the Company may serve notice on the relevant holders of Incentive Shares requiring such person(s) to offer all or part of the Incentive Shares registered in his name to any of the following:

39.8.1.1. a Group Company;

39.8.1.2. a person or persons intended to take the relevant Employee Shareholder's place;

39.8.1.3. any existing employee of any Group Company; or

39.8.1.4. any other person approved by the holders of the Ordinary Shares,

such right to be exercisable by notice in writing by the Company to the relevant Employee Shareholder(s).

39.8.2. The Company may serve notice requiring the persons registered as holding any Lapsed Incentive Shares to offer all or part of the Lapsed Incentive Shares to any of the persons specified in Articles 39.8.1.1 to 39.8.1.4 inclusive, such right to be exercisable by notice in writing to the relevant Employee Shareholder.

39.8.3. If the Company gives notice under Article 39.8.1 ("**Call Notice**"), the relevant Employee Shareholder(s) shall sell and the Company (or the proposed buyer as the case may be) shall buy the number of Incentive Shares held by the Employee Shareholder(s) which are the subject of the Call Notice on such date as the Company confirms in writing to the Employee Shareholder(s) (which date shall be not fewer than 10 days after the date of the Call Notice and not more than 30 days after the date of the Call Notice) (the "**Completion Date**") provided that if the relevant purchase price for the Incentive Shares being acquired under this Article has not been determined in accordance with the terms of these Articles within such time period, the Completion Date shall be delayed accordingly and be on such date as may be notified by the Company to the relevant Employee Shareholder(s) promptly following such determination (and Completion Date shall be construed accordingly).

39.8.4. All Incentive Shares the subject of a Call Notice must be fully paid up at the time of transfer by the holder of the relevant Incentive Shares pursuant to a Call Notice (a "**Compulsory Seller**") and the Company may issue a Pay-Up Call Notice in accordance with Article 52 at the same time as it gives a Call Notice to the relevant Employee Shareholder(s). If any relevant Employee Shareholder fails to comply with a Pay-Up Call Notice, the provisions of Article 55 to Article 58 shall apply to the relevant Employee Shareholder's Incentive Shares in substitution for the remainder of this Article 39.8.

39.8.5. The price payable for the Incentive Shares under the Call Option (which shall be paid on completion of the sale and purchase) shall be as follows:

- 39.8.5.1. where the Employee Shareholder is a Departing Employee Shareholder, the Acquisition Price. The Board may however determine that the price payable for the Incentive Shares be greater than the Acquisition Price, but where such discretion is exercised then the price payable per Incentive Share can be no greater than such Incentive Shares' pro rata proportion of the Relevant Entitlement (in the case of the B Shares and C Shares) or of the D Share Value (in the case of the D1 and D2 Shares) had such Incentive Share been sold pursuant to a Put Option under Articles 39.9.1, 39.9.2 or 39.9.3 as applicable (and for the purposes of this Article, the provisions of Article 39.11 shall be construed accordingly);
 - 39.8.5.2. where the Call Option is being exercised pursuant to Article 39.8.2 in respect of Lapsed Incentive Shares, the Acquisition Price; and
 - 39.8.5.3. where the Employee Shareholder has committed a Performance Breach or a Serious Breach, the Acquisition Price
- 39.8.6. Completion of the sale and purchase of the Incentive Shares pursuant to the Call Option pursuant to Article 39.8.1 or Article 39.8.2 shall take place on the Completion Date. If completion does not occur on the Completion Date due to breach by the Company or the proposed buyer of the relevant Incentive Shares, the Call Notice lapses. A further Call Notice may be served at any time.

APS Call Option

- 39.8.7. If the Company has received an offer for the sale of all or a substantial part of the business and assets of APS, the Company may serve notice on the relevant holders of D1 Shares and D2 Shares requiring such person(s) to offer all or part of the D1 Shares or D2 Shares registered in his name to any of the following:
- 39.8.7.1. a Group Company;
 - 39.8.7.2. a person or persons intended to acquire the business and assets of APS; or
 - 39.8.7.3. any other person approved by the holders of the Ordinary Shares,
- such right to be exercisable by notice in writing by the Company to the relevant D Shareholder(s).
- 39.8.8. If the Company gives notice under Article 39.8.7 ("**APS Call Notice**"), the relevant D Shareholders shall sell and the Company (or the proposed buyer as the case may be) shall buy the number of D1 Shares or D2 Shares held by the D Shareholder(s) which are the subject of the APS Call Notice on such date as the Company confirms in writing to the D Shareholder(s) (which date shall be not fewer than 10 days after the date of the APS Call

Notice and not more than 30 days after the date of the APS Call Notice) (the "**APS Call Completion Date**").

- 39.8.9. All D1 Shares and D2 Shares the subject of an APS Call Notice must be fully paid up at the time of transfer by the holder of the relevant D1 Shares and/or D2 Shares pursuant to an APS Call Notice (an "**APS Compulsory Seller**") and the Company may issue a Pay-Up Call Notice in accordance with Article 52 at the same time as it gives an APS Call Notice to the relevant D Shareholder(s). If any relevant D Shareholder fails to comply with a Pay-Up Call Notice, the provisions of Article 55 to Article 58 shall apply to the relevant D Shareholder's D1 Shares or D2 Shares in substitution for the remainder of this Article 39.8.
- 39.8.10. The price payable for the D1 Shares and D2 Shares under the APS Call Option (which shall be paid on completion of the sale and purchase) shall be in the Board's absolute discretion, either: (i) the price per D1 Share and D2 Share offered by the proposed buyer; or (ii) an amount equal to the D Shareholders' pro rata proportion of D Share Value had such D Shares been sold pursuant to a Put Option under Article 39.9.3.
- 39.8.11. Completion of the sale and purchase of the D1 Shares and D2 Shares pursuant to the APS Call Option shall take place on the APS Call Completion Date. If completion does not occur on the APS Call Completion Date due to breach by the Company or the proposed buyer of the relevant D1 Shares and D2 Shares, the APS Call Notice lapses. A further APS Call Notice may be served at any time.

39.9. **Put Options**

- 39.9.1. The Company has granted to the B Shareholders the right to require the Parent Company to purchase the following number of B Shares held by the relevant B Shareholder (a "**Put Option**"):
- 39.9.1.1. in respect of one fifth of the B Shares initially held by a B Shareholder as at the relevant Acquisition Date (rounded up to the nearest whole number), if the Company's Revenue for the financial year ending 31 December 2017 is greater than 1.3 multiplied by the Company's Revenue for the financial year ending 31 December 2016 (the **First Target**) by exercising such right following notification to the relevant B Shareholder(s) by the Company of the Company's Revenue for the financial year ending 31 December 2017 pursuant to Article 39.9.10;
- 39.9.1.2. in respect of (i) a further one fifth of the B Shares initially held by a B Shareholder as at the relevant Acquisition Date, or (ii) such number of B Shares as the Board shall determine if the B Shareholder's shareholding has increased or reduced since the Acquisition Date (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), if the Company's Revenue for the financial year ending 31 December

2018 is greater than 1.3 multiplied by the Company's Revenue for the financial year ending 31 December 2017 (the **Second Target**) by exercising such right following notification to the relevant B Shareholder(s) by the Company of the Company's Revenue for the financial year ending 31 December 2018 pursuant to Article 39.9.10;

39.9.1.3. in respect of (i) a further one fifth of the B Shares initially held by a B Shareholder as at the relevant Acquisition Date, or (ii) such number of B Shares as the Board shall determine if the B Shareholder's shareholding has increased or reduced since the Acquisition Date (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), if the Company's Revenue for the financial year ending 31 December 2019 is greater than 1.3 multiplied by the Company's Revenue for the financial year ending 31 December 2018 (the **Third Target**) by exercising such right following notification to the relevant B Shareholder(s) by the Company of the Company's Revenue for the financial year ending 31 December 2019 pursuant to Article 39.9.10;

39.9.1.4. in respect of (i) a further one fifth of the B Shares initially held by a B Shareholder as at the relevant Acquisition Date, or (ii) such number of B Shares as the Board shall determine if the B Shareholder's shareholding has increased or reduced since the Acquisition Date (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), if the Company's Revenue for the financial year ending 31 December 2020 is greater than 1.2 multiplied by the Company's Revenue for the financial year ending 31 December 2019 (the **Fourth Target**) by exercising such right following notification to the relevant B Shareholder(s) by the Company of the Company's Revenue for the financial year ending 31 December 2020 pursuant to Article 39.9.10;

39.9.1.5. in respect of all remaining Vested B Shares held by a B Shareholder (rounded up to the nearest whole number) that are not subject to an existing Put Notice, if the Company's Revenue for the financial year ending 31 December 2021 is greater than 1.2 multiplied by the Company's Revenue for the financial year ending 31 December 2020 (the **Fifth Target**) by exercising such right following notification to the relevant B Shareholder(s) by the Company of the Company's Revenue for the financial year ending 31 December 2021 pursuant to Article 39.9.10.

39.9.2. The Company has granted to the C Shareholders the right to require the Parent Company to purchase the following number of C Shares held by the relevant C Shareholder (a "**Put Option**");

- 39.9.2.1. in respect of one tenth of the C Shares initially held by a C Shareholder as at the relevant Acquisition Date (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such C Shares within five Business Days following publication of the Company's audited annual accounts for the financial year ending 31 December 2018 and notification to the London Stock Exchange of the same;
- 39.9.2.2. in respect of (i) a further 22.5% of the C Shares initially held by a C Shareholder as at the relevant Acquisition Date, or (ii) such number of C Shares as the Board shall determine if the C Shareholder's shareholding has increased or reduced since the Acquisition Date together with any Vested C Shares (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such C Shares within five Business Days following publication of the Company's audited annual accounts for the financial year ending 31 December 2019 and notification to the London Stock Exchange of the same;
- 39.9.2.3. in respect of (i) a further 22.5% of the C Shares initially held by a C Shareholder as at the relevant Acquisition Date, or (ii) such number of C Shares as the Board shall determine if the C Shareholder's shareholding has increased or reduced since the Acquisition Date together with any Vested C Shares (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such C Shares within five Business Days following publication of the Company's audited annual accounts for the financial year ending 31 December 2020 and notification to the London Stock Exchange of the same;
- 39.9.2.4. in respect of (i) a further 22.5% of the C Shares initially held by a C Shareholder as at the relevant Acquisition Date, or (ii) such number of C Shares as the Board shall determine if the C Shareholder's shareholding has increased or reduced since the Acquisition Date together with any Vested C Shares (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such C Shares within five Business Days following publication of the Company's audited annual accounts for the financial year ending 31 December 2021 and notification to the London Stock Exchange of the same;
- 39.9.2.5. in respect of all remaining Vested C Shares held by a C Shareholder, by exercising such right in respect of all (and not some) of such C Shares within five Business Days following publication of the Company's audited annual accounts for the financial year ending 31 December 2022 and notification to the London Stock Exchange of the same.

39.9.3. The Company has granted to the D Shareholders the right to require the Parent Company to purchase the following number of D1 Shares and D2 Shares held by the relevant D Shareholder (a "**Put Option**"):

39.9.3.1. in respect of (i) 25% of the D1 Shares and D2 Shares initially held by a D Shareholder as at the relevant Acquisition Date , or (ii) such number of D1 Shares and D2 Shares as the Board shall determine if the relevant D Shareholder's shareholding has increased or reduced since the Acquisition Date (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such D1 Shares and D2 Shares following notification to the relevant D Shareholder(s) by the Company of the APS UPAT for the financial year ending 31 December 2022 pursuant to Article 39.9.12;

39.9.3.2. in respect of (i) a further 25% of the D1 Shares and D2 Shares initially held by a D Shareholder as at the relevant Acquisition Date , or (ii) such number of D1 Shares and D2 Shares as the Board shall determine if the relevant D Shareholder's shareholding has increased or reduced since the Acquisition Date (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such D1 Shares and D2 Shares following notification to the relevant D Shareholder(s) by the Company of the APS UPAT for the financial year ending 31 December 2023 pursuant to Article 39.9.12;

39.9.3.3. in respect of (i) a further 25% of the D1 Shares and D2 Shares initially held by a D Shareholder as at the relevant Acquisition Date , or (ii) such number of D1 Shares and D2 Shares as the Board shall determine if the relevant D Shareholder's shareholding has increased or reduced since the Acquisition Date (other than as a result of the exercise of the Put Option) (rounded up to the nearest whole number), by exercising such right in respect of all (and not some) of such D1 Shares and D2 Shares following notification to the relevant D Shareholder(s) by the Company of the APS UPAT for the financial year ending 31 December 2024 pursuant to Article 39.9.12;

39.9.3.4. in respect of all remaining D1 Shares and D2 Shares held by a D Shareholder, by exercising such right in respect of all (and not some) of such D1 Shares and D2 Shares following notification to the relevant D Shareholder(s) by the Company of the APS UPAT for the financial year ending 31 December 2025 pursuant to Article 39.9.12.

39.9.4. A Put Option may only be exercised by a B Shareholder, a C Shareholder, or a D Shareholder if:

39.9.4.1. the relevant number of Incentive Shares the subject of the relevant Put Option are fully paid up on or before the date of exercise of the relevant Put Option;

39.9.4.2. the relevant Shareholder wishing to exercise the Put Option has not committed a Serious Breach,

and provided in each case that a Call Notice has not been issued and the relevant Put Option has not Lapsed.

39.9.5. A Put Option granted under Article 39.9.1, if capable of being exercised by a B Shareholder pursuant to Article 39.9.1 (and subject to Article 39.9.4), may be either (a) exercised by a B Shareholder giving the Company and the Parent Company notice in writing confirming the same or (b) deemed exercised by the Parent Company giving the Company and the relevant B Shareholder notice in writing confirming the same (in each case, a "**Put Notice**").

39.9.6. A Put Option granted under Article 39.9.2, if capable of being exercised by a C Shareholder pursuant to Article 39.9.2 (and subject to Article 39.9.4), may be either (a) exercised by a C Shareholder giving the Company and the Parent Company notice in writing confirming the same or (b) deemed exercised by the Parent Company giving the Company and the relevant C Shareholder notice in writing confirming the same (a "**Put Notice**").

39.9.7. A Put Option granted under Article 39.9.3, if capable of being exercised by a D Shareholder pursuant to Article 39.9.3 (and subject to Article 39.9.4), may be either (a) exercised by a D Shareholder giving the Company and the Parent Company notice in writing confirming the same or (b) deemed exercised by the Parent Company giving the Company and the relevant D Shareholder notice in writing confirming the same (a "**Put Notice**").

39.9.8. A Put Option granted under Article 39.9.1 (*B Shares*) will lapse if:

39.9.8.1. in respect of a Put Option granted under Article 39.9.1.1:

(A) the Company's Revenue for the financial year ending 31 December 2017 does not exceed the First Target; and/or

(B) if such Put Option is not exercised in accordance with Article 39.9.5 on or before the date falling 6 months from the date of publication of the annual accounts for the financial year ending 31 December 2017;

39.9.8.2. in respect of a Put Option granted under Article 39.9.1.2:

(A) the Company's Revenue for the financial year ending 31 December 2018 does not exceed the Second Target; and/or

(B) if such Put Option is not exercised in accordance with Article 39.9.5 on or before the date falling 6 months from the date

of publication of the annual accounts for the financial year ending 31 December 2018;

39.9.8.3. in respect of a Put Option granted under Article 39.9.1.3:

(A) the Company's Revenue for the financial year ending 31 December 2019 does not exceed the Third Target; and/or

(B) if such Put Option is not exercised in accordance with Article 39.9.5 on or before the date falling 6 months from the date of publication of the annual accounts for the financial year ending 31 December 2019;

39.9.8.4. in respect of a Put Option granted under Article 39.9.1.4

(A) the Company's Revenue for the financial year ending 31 December 2020 does not exceed the Fourth Target; and/or

(B) if such Put Option is not exercised in accordance with Article 39.9.5 on the date of publication of the annual accounts for the financial year ending 31 December 2020; and

39.9.8.5. in respect of a Put Option granted under Article 39.9.1.5:

(A) the Company's Revenue for the financial year ending 31 December 2021 does not exceed the Fifth Target; and/or

(B) if such Put Option is not exercised in accordance with Article 39.9.5 on the date of publication of the annual accounts for the financial year ending 31 December 2021.

39.9.9. A Put Option granted under Article 39.9.2 (*C Shares*) will lapse if such Put Option is not exercised in accordance with Article 39.9.6 within five Business Days following publication of the Company's audited annual accounts for the financial year ending 31 December 2022.

39.9.10. Immediately following the publication of the Company's annual audited accounts for the years ending 31 December 2017, 31 December 2018, 31 December 2019, 31 December 2020 and 31 December 2021, the Company shall notify each B Shareholder confirming the Company's Revenue for the applicable year.

39.9.11. A Put Option granted under Article 39.9.3 (*D Shares*) will lapse if such Put Option is not exercised in accordance with Article 39.9.7 within five Business Days following publication of the Company's audited annual accounts for the relevant financial year.

39.9.12. Within five Business Days of the publication of the Company's annual audited accounts, the Company shall notify each D Shareholder confirming the APS UPAT and the D Share Value for the applicable year.

39.9.13. Notwithstanding Article 39.9.1, any Relevant Target may be adjusted by the Board (acting reasonably) by giving written notice of the same to all B Shareholders provided that any such adjustment applies to the holders of

the B Shares as a class. Any such adjustment will be effective on the date of service of the notice given to B Shareholders by the Board under this Article save in respect of any Put Option that has been exercised prior to such notice being served and a Put Notice having been received by the Company.

- 39.9.14. The price payable for the B Shares under a Put Option (which shall be paid on completion of the sale and purchase, subject to Article 39.9.20) shall be the B Shareholder's pro rata share of the Relevant Entitlement (the "**Put Option Price**") and shall be satisfied by the Company procuring that the Parent Company allot and issue to the relevant B Shareholder on Completion (subject to Article 39.9.20), credited as fully paid, the number of Consideration Shares having an aggregate value (as determined in accordance with Article 39.9.18, if applicable) equivalent to the Put Option Price under this Article.
- 39.9.15. The price payable for the C Shares under a Put Option (which shall be paid on completion of the sale and purchase, subject to Article 39.9.20) shall be the C Shareholder's pro rata share of the Relevant Entitlement (the "**Put Option Price**") and shall be satisfied by the Company procuring that the Parent Company allot and issue to the relevant C Shareholder on Completion (subject to Article 39.9.20), credited as fully paid, the number of Consideration Shares having an aggregate value (as determined in accordance with Article 39.9.18, if applicable) equivalent to the Put Option Price under this Article.
- 39.9.16. The price payable for the D1 Shares and D2 Shares under a Put Option (which shall be paid on completion of the sale and purchase, subject to Article 39.9.20) shall be the D Shareholder's pro rata share of the D Share Value (the "**Put Option Price**") and shall be satisfied by the Company procuring that the Parent Company allot and issue to the relevant D Shareholder on Completion (subject to Article 39.9.20), credited as fully paid, the number of Consideration Shares having an aggregate value (as determined in accordance with Article 39.9.18, if applicable) equivalent to the Put Option Price under this Article.
- 39.9.17. The Consideration Shares shall rank *pari passu* in all respects with the existing ordinary shares of £0.002 each in the capital of the Parent Company (or, to the extent there has been a subdivision, consolidation or reclassification of such shares, those ordinary shares of the Parent Company following any such subdivision, consolidation or reclassification), including the right to receive all dividends declared, made or paid after the Completion Date (save that they shall not rank for any dividend or other distribution of the Parent Company declared made, or paid by reference to a record date before the Completion Date).
- 39.9.18. For the purposes of Article 39.9.14, Article 39.9.15, and Article 39.9.16 for as long as the Parent Company is Listed, the value of each Consideration Share shall be equivalent to the value equal to the average of the middle market quotations for an ordinary share of the Parent Company as shown

on the relevant market for each of the sixty (60) Business Days immediately preceding the date of the relevant Put Notice.

39.9.19. Completion of the sale and purchase of the Incentive Shares pursuant to any Put Options shall take place on a date notified by the Company to the relevant B Shareholder, C Shareholder or D Shareholder which is not less than 90 days after the date of the relevant Put Notice (the "**Completion Date**"). If more than one B Shareholder, C Shareholder or D Shareholder has served a Put Notice and the sale of Incentive Shares the subject of such notices have yet to complete pursuant to Article 39.10, the Parent Company may elect to purchase all Incentive Shares the subject of such Put Notices simultaneously and completion of all such proposed sales of Incentive Shares pursuant to Article 39.10 will be delayed accordingly.

39.9.20. Notwithstanding Article 39.9.19, in the event that the Parent Company's authority to allot the Consideration Shares is less than the Relevant Entitlement due to a B Shareholder(s), C Shareholder(s) or is less than the D Share Value due to a D Shareholder(s) under a Put Option (or there is some other reason under the Act preventing the Parent Company from lawfully fulfilling its obligations under a Put Option), the Parent Company shall not be bound to (and shall not) complete the purchase under a Put Option on that date and the Completion Date shall be delayed until such time as the Parent Company has obtained the relevant authority to issue the relevant Consideration Shares. Notwithstanding Article 39.9.19, the Parent Company is not permitted to issue any Consideration Shares to any holder of Incentive Shares to the extent such issue of shares would trigger a requirement of any such holder of Incentive Shares (or their connected persons or persons acting in concert with such holder of Incentive Shares) to make a mandatory offer (as defined by the City Code on Takeovers and Mergers) for the shares in the Parent Company (save with the prior written consent of the relevant holder of Incentive Shares).

39.9.21. Unless otherwise waived by the Company, an exercise price shall be payable by any B Shareholder, C Shareholder or D Shareholder who serves a Put Notice equal to any stamp duty payable by the Company on the transfer of relevant Incentive Shares pursuant to the relevant Put Notice. Any such sum will be payable by the relevant B Shareholder, C Shareholder or D Shareholder on the Completion Date (or at the discretion of the Company deducted via the Company's payroll).

39.10. **Put Option/Call Option Completion**

39.10.1. Upon or before the completion of any sale and purchase of shares pursuant to a Call Option or a Put Option:

39.10.1.1. the B Shareholder and/or C Shareholder and/or D Shareholder shall deliver to the Company (and Parent Company in respect of a Put Option) a duly executed stock transfer form in respect of all his Incentive Shares, together with any share certificates issued in respect of those shares (the "**Completion Deliverables**");

39.10.1.2. in respect of a Call Option only, the Company shall be entitled to receive any cash sums payable at completion by the proposed buyer to the B Shareholder and/or C Shareholder and/or D Shareholder as applicable ("**Completion Monies**") and, subject to completion and receipt of the Completion Monies, is authorised to deliver the Completion Deliverables to the proposed buyer; and

39.10.1.3. in respect of a Call Option only but subject to Article 39.8.4, the Company shall remit the Completion Monies to the B Shareholder, C Shareholder or D Shareholder as applicable net of any amounts owing by the B Shareholder, C Shareholder or D Shareholder to the Company promptly following completion;

39.10.1.4. in respect of a Put Option only, the Company shall procure that that the Parent Company allot and issue to the relevant B Shareholder, C Shareholder or D Shareholder, credited as fully paid, the number of Consideration Shares having an aggregate value (as determined in accordance with Article 39.9.18) equivalent to the relevant Put Option Price.

39.10.2. If the B Shareholder, C Shareholder or D Shareholder fails to deliver the Completion Deliverables to the Company and the Parent Company as required under Article 39.10.1 in respect of a Call Option or if a B Shareholder, C Shareholder or D Shareholder fails to pay up their shares in full as required under these Articles, the defaulting B Shareholder, C Shareholder or D Shareholder will be deemed to have irrevocably appointed any director of the company to be his attorney and agent to execute, complete and deliver a transfer of the relevant Incentive Shares in favour of the proposed purchaser against receipt by the Company of the consideration due for the relevant Incentive Shares. The Company's receipt of the consideration (subject to Article 39.8.4) will be a good discharge to the purchaser, who will not be bound to see its application. The Company will hold the consideration on trust for the relevant B Shareholder(s), C Shareholder(s) or D Shareholder(s) without any obligation to pay interest. Subject to stamping, the directors will without delay register the transfer, after which the validity of such proceedings will not be questioned by any person. Each B Shareholder, C Shareholder and D Shareholder will surrender his share certificate(s) (or, where appropriate provide an indemnity in respect of (it) (them) in a form satisfactory to the directors) although it will be no impediment to registration of Incentive Shares under this Article that no share certificate has been produced. On such surrender or provision (but subject to Article 39.8.4), the defaulting B Shareholder, C Shareholder or D Shareholder will be entitled to the consideration for the relevant Incentive Shares transferred on his or its behalf, without interest.

39.11. Calculation of Exit Value

Where these Articles require an Exit Value to be calculated in accordance with this Article:

39.11.1. if the Parent Company is Listed as at the date of the Put Notice, the Exit Value shall be equal to the market value of the Parent Company taking the average of the middle market quotations for ordinary shares of the Parent Company as shown on the relevant market for each of the sixty (60) Business Days immediately preceding the date of the relevant Put Notice.

39.11.2. if the Parent Company is not Listed as at the date of the relevant Put Notice, the Exit Value shall be calculated as at the date of the Put Notice and the Company shall procure that the calculation of the Exit Value is promptly carried out in good faith by the Company's auditors for the time being or a firm of independent accountants engaged by the Company and the auditors or the independent accountants shall determine Exit Value by first valuing the Company as a whole:

39.11.2.1. assuming, if the Company is then carrying on business as a going concern, that it will continue to do so; and

39.11.2.2. assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion; and

39.11.3. the Company shall use all its reasonable endeavours to ensure that the calculation is finalised before the relevant Completion Date. Where the calculation of Exit Value has not been finalised before the relevant Completion Date, the relevant Completion Date shall be altered to the date which is 10 days after the date on which the Exit Value is confirmed (and during such period of delay, the Company shall use its reasonable endeavours to procure that the auditors or the relevant firm of independent accountants complete the calculation forthwith).

40. Transmission of Shares

40.1. If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.

40.2. A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:-

40.2.1. may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person, and

40.2.2. subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.

40.3. But, subject to Article 18.2, Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become registered as the holders of those Shares.

41. Exercise of Transmitttees' rights

41.1. Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.

- 41.2. If the Transmittree wishes to have a Share transferred to another person, the Transmittree must execute an Instrument of transfer in respect of it.
- 41.3. Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 41.4. All the Articles relating to the transfer of Shares shall apply to any notice or Instrument of transfer given pursuant to this Article 41 as if it were an Instrument of transfer executed by the Shareholder and the death or Bankruptcy of the Shareholder had not occurred.

42. Transmittrees bound by prior notices

- 42.1. If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name, or the name of any person nominated under Article 41.2, has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

43. Procedure for declaring dividends

- 43.1. The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 43.2. A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 43.3. No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 43.4. Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of shares on the relevant date.
- 43.5. If a share is subject to the Company's Lien the Directors may deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the company in respect of that Share to the extent that they would be entitled to require payment under a Lien Enforcement Notice.
- 43.6. If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 43.7. The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 43.8. If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

44. Payment of dividends and other distributions

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

- 44.1.1. transfer to a bank or building society account specified by the Distribution Recipient in writing;
 - 44.1.2. sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient's registered address;
 - 44.1.3. sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
 - 44.1.4. any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 44.2. In these Articles, "**Distribution Recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:-
- 44.2.1. the holder of the Share; or
 - 44.2.2. if the Share has two or more joint holders, whichever of them is named first in the register of members; or
 - 44.2.3. if the holder is no longer beneficially entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, any Transmitttee notified to the Company in writing.

45. No interest on distributions

- 45.1. The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:-
- 45.1.1. the terms on which the Share was issued, or
 - 45.1.2. the provisions of another agreement between the holder of that Share and the Company.

46. Unclaimed distributions

- 46.1. All dividends or other sums which are:-
- 46.1.1. payable in respect of Shares, and
 - 46.1.2. unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 46.2. The Payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 46.3. If:-
- 46.3.1. twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - 46.3.2. the Distribution Recipient has not claimed it,
- the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

47. Non-cash distributions

- 47.1. Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 47.2. For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:-
- 47.2.1. fixing the value of any assets;
 - 47.2.2. paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
 - 47.2.3. vesting any assets in trustees.

48. Waiver of distributions

- 48.1. Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:-
- 48.1.1. the Share has more than one holder, or
 - 48.1.2. more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

49. Authority to capitalise and appropriation of capitalised sums

- 49.1. Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:-
- 49.1.1. decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - 49.1.2. appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.
- 49.2. Capitalised sums must be applied:-
- 49.2.1. on behalf of the persons entitled, and
 - 49.2.2. in the same proportions as a dividend would have been distributed to them.

- 49.3. Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct.
- 49.4. A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the persons entitled or as they may direct.
- 49.5. Subject to the Articles the Directors may:-
 - 49.5.1. apply capitalised sums in accordance with Articles 49.3 and 49.4 partly in one way and partly in another;
 - 49.5.2. make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
 - 49.5.3. authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

PARTLY PAID SHARES

50. Company's lien over shares

- 50.1. The Company has a lien (the "**Company's Lien**") over every Share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he or it is the sole registered holder of the Share or one of several joint holders, for all monies payable by him or it (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 50.2. The Company's Lien over a Share:
 - 50.2.1. takes priority over any third party's interest in that Share; and
 - 50.2.2. 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.

- 50.3. 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.

51. Enforcement of the Company's lien

- 51.1. Subject to the provisions of this Article 51, if:
 - 51.1.1. a Lien Enforcement Notice has been given in respect of a Share; and
 - 51.1.2. 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.
- 51.2. A Lien Enforcement Notice:

- 51.2.1. 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;
 - 51.2.2. must specify the Share concerned;
 - 51.2.3. 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);
 - 51.2.4. must be addressed either to the holder of the Share or to a transmittee of that holder; and
 - 51.2.5. must state the Company's intention to sell the Share if the notice is not complied with.
- 51.3. Where Shares are sold under this Article 51:
- 51.3.1. 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
 - 51.3.2. 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.
- 51.4. The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 51.4.1. 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
 - 51.4.2. 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.
- 51.5. 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:
- 51.5.1. is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - 51.5.2. subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

52. Pay-Up Call Notices

- 52.1. Subject to the Articles and to the terms on which shares are allotted, the directors may send a notice (a "**Pay-Up Call Notice**") to a shareholder requiring the

shareholder to pay the Company a specified sum of money (a "**Pay-Up Call**") which is payable in respect of shares in the Company held by that shareholder at the date when the directors decide to send the Pay-Up Call Notice.

52.2. A Pay-Up Call Notice:

52.2.1. may not require a Shareholder to pay a Pay-Up Call which exceeds the total sum unpaid on that Shareholder's shares (whether in respect of nominal value or premium);

52.2.2. must state when and how any Pay-Up Call to which it relates is to be paid; and

52.2.3. may permit or require the Pay-Up Call to be made in instalments.

52.3. A Shareholder must comply with the requirements of a Pay-Up Call Notice, but no shareholder is obliged to pay any Pay-Up Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.

52.4. Before the Company has received any Pay-Up Call due under a Pay-Up Call Notice the Directors may:

52.4.1. revoke it wholly or in part; or

52.4.2. specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the Pay-Up Call is made.

53. Liability to pay Pay-Up Calls

53.1. Liability to pay a Pay-Up Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

53.2. Joint holders of a Share are jointly and severally liable to pay all Pay-Up Calls in respect of that share.

53.3. Subject to the terms on which Shares are allotted, the Directors may, when issuing shares, provide that Call Notices sent to the holders of those Shares may require them:

53.3.1. to pay Pay-Up Calls which are not the same; or

53.3.2. to pay Pay-Up Calls at different times.

54. When Pay-Up Call Notice need not be issued

54.1. A Pay-Up Call Notice need not be issued in respect of sums which are specified in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

54.1.1. on allotment;

54.1.2. on the occurrence of a particular event; or

54.1.3. on a date fixed by or in accordance with the terms of issue.

54.2. But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a Pay-Up Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

55. Failure to comply with Pay-Up Call Notice: automatic consequences

55.1. If a person is liable to pay a Pay-Up Call and fails to do so by the call payment date:

55.1.1. the Directors may issue a notice of intended forfeiture to that person; and

55.1.2. until the Pay-Up Call is paid, that person must pay the Company interest on the Pay-Up Call from the call payment date at the relevant rate.

55.2. For the purposes of this Article 55:

55.2.1. the “**call payment date**” is, subject to Article 52.3, the time when the Pay-Up Call Notice states that a Pay-Up Call is payable, unless the Directors give a notice specifying a later date, in which case the “**call payment date**” is that later date; and

55.2.2. the “**relevant rate**” is

55.2.2.1. the rate fixed by the terms on which the share in respect of which the Pay-Up Call is due was allotted;

55.2.2.2. such other rate as was fixed in the Pay-Up Call Notice which required payment of the Pay-Up Call, or has otherwise been determined by the directors; or

55.2.2.3. if no rate is fixed in either of these ways, 5% per annum.

55.3. The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

55.4. The Directors may waive any obligation to pay interest on a Pay-Up Call wholly or in part.

56. Notice of intended forfeiture

56.1. A notice of intended forfeiture:

56.1.1. may be sent in respect of any Share in respect of which a Pay-Up Call has not been paid as required by a Pay-Up Call Notice;

56.1.2. must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;

56.1.3. must require payment of the Pay-Up Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such

non-payment by a date which is not less than 7 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 7 day period expires);

56.1.4. must state how the payment is to be made; and

56.1.5. must state that if the notice is not complied with, the shares in respect of which the Pay-Up Call is payable will be liable to be forfeited.

56.2. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the Pay-Up Call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable by the Company in respect of the forfeited Shares and not paid before the forfeiture.

57. Effect of forfeiture

57.1. Subject to the Articles, the forfeiture of a Share extinguishes:

57.1.1. all interests in that Share, and all claims and demands against the Company in respect of it; and

57.1.2. all other rights and liabilities incidental to the Share as between the person whose share it was prior to the forfeiture and the Company.

57.2. Any Share which is forfeited in accordance with the Articles:

57.2.1. is deemed to have been forfeited when the Directors decide that it is forfeited;

57.2.2. is deemed to be the property of the Company; and

57.2.3. may be sold, transferred, re-allotted or otherwise disposed of by the Company as the Directors think fit (including to any Group Company) notwithstanding any other provision in these Articles.

57.3. If a person's Shares have been forfeited:

57.3.1. the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders;

57.3.2. that person ceases to be a Shareholder in respect of those Shares;

57.3.3. that person must surrender the certificate for the Shares forfeited to the Company for cancellation;

57.3.4. that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture) until such time as the unpaid amount in respect of such forfeited Shares has been paid up pursuant to Article 58.1; and

57.3.5. the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

57.4. At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Pay-Up Calls, interest and expenses due in respect of it and on such other terms as they think fit.

58. Procedure following forfeiture

58.1. If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer. The net proceeds of any such sale (after payment of the costs of sale and any other costs of forfeiture) shall be applied in payment of the sum of money which is payable in respect of the Shares held by that shareholder (including any accrued interest and all expenses that may have been incurred by the Company by reason of forfeiture) at the date of the notice of intended forfeiture.

58.2. A statutory declaration by a Director or the Company secretary that the declarant is a director or the Company secretary and that a Share has been forfeited on a specified date:

58.2.1. is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

58.2.2. subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

58.3. A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.

59. Surrender of Shares

59.1. A Shareholder may surrender any Share:

59.1.1. in respect of which the Directors may issue a notice of intended forfeiture;

59.1.2. which the Directors may forfeit; or

59.1.3. which has been forfeited.

59.2. The Directors may accept the surrender of any such Share.

59.3. The effect of surrender on a Share is the same as the effect of forfeiture on that Share.

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

**DECISION-MAKING BY SHAREHOLDERS
ORGANISATION OF GENERAL MEETINGS**

60. Attendance and speaking at general meetings

- 60.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 60.2. A person is able to exercise the right to vote at a general meeting when:-
- 60.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 60.2.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 60.3. The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 60.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 60.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

61. Quorum for general meetings

- 61.1. No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum, which in the case where the Company has only one member, shall be one Qualifying Person present at a meeting and which in any other case (subject to these Articles) shall be two Qualifying Persons present at a meeting unless:-
- 61.1.1. each is a Qualifying Person only because he is authorised under section 323 to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation and;
- 61.1.2. each is a Qualifying Person only because he is appointed as a proxy of a member in relation to the meeting, and they are proxies of the same member.

62. Chairing general meetings

- 62.1. If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 62.2. If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-
- 62.2.1. the Directors present, or

62.2.2. (if no Directors are present), the meeting,

must appoint a Director or Shareholder of the Company to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

62.3. The person chairing a meeting in accordance with this Article is referred to as "**the Chairman of the meeting**".

63. Attendance and speaking by Directors and non-shareholders

63.1. Directors may attend and speak at general meetings, whether or not they are Shareholders.

63.2. The Chairman of the meeting may permit other persons who are not:-

63.2.1. shareholders of the Company, or

63.2.2. otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

64. Adjournment

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

64.2. The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:-

64.2.1. the meeting consents to an adjournment, or

64.2.2. it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

64.3. The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

64.4. When adjourning a general meeting, the Chairman of the meeting must:-

64.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

64.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

64.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-

64.5.1. to the same persons to whom notice of the Company's general meetings is required to be given, and

64.5.2. containing the same information which such notice is required to contain.

- 64.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

65. Voting: general

- 65.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

66. Errors and disputes

- 66.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 66.2. Any such objection must be referred to the Chairman of the meeting, whose decision is final.

67. Poll votes

- 67.1. A poll on a resolution may be demanded:-
- 67.1.1. in advance of the general meeting where it is to be put to the vote, or
 - 67.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 67.2. A poll may be demanded at any general meeting by any Qualifying Person present and entitled to vote at the meeting.
- 67.3. A demand for a poll may be withdrawn if:-
- 67.3.1. the poll has not yet been taken, and
 - 67.3.2. the Chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 67.4. Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

68. Content of proxy notices

- 68.1. Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:-
- 68.1.1. states the name and address of the Shareholder appointing the proxy;
 - 68.1.2. identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 68.1.3. is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

68.1.4. 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 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.

68.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

68.3. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

68.4. Unless a Proxy Notice indicates otherwise, it must be treated as:-

68.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

68.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

69. Delivery of Proxy Notices

69.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person, and if the person so entitled to attend, speak and vote at a general meeting does so, his Proxy Notice shall be deemed to have been revoked.

69.2. An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

69.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

69.4. If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

70. Amendments to resolutions

70.1. An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:-

70.1.1. notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine), and

70.1.2. the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

- 70.2. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:-
- 70.2.1. the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 70.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 70.3. If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, such error does not invalidate the vote on that resolution.

PART 5 ADMINISTRATIVE ARRANGEMENTS

71. Means of communication to be used

- 71.1. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 71.2. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-
- 71.2.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 71.2.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 71.2.3. if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 71.2.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 71.3. In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 71.4. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

- 71.5. A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

72. No right to inspect accounts and other records

- 72.1. Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

73. Provision for employees on cessation of business

- 73.1. The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

74. Indemnity

- 74.1. Subject to Article 74.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

- 74.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:-

- 74.1.1.1. in the actual or purported execution and/or discharge of his duties, or in relation to them; and

- 74.1.1.2. in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 74.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 74.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 74.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 74.3. In this Article:-

- 74.3.1. companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and
- 74.3.2. a "**relevant officer**" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

75. Insurance

- 75.1. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 75.2. In this Article:-
- 75.2.1. a "**relevant officer**" shall have the meaning set out in Article 74.3.2,
- 75.2.2. a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- 75.2.3. companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

I certify that this is a true copy of the Articles of Association of the Company adopted by Special Resolution on the day of 2019

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Director