

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

H2O POWER LIMITED (the "Company")

(Company number 08996002)

WRITTEN RESOLUTION OF MEMBERS

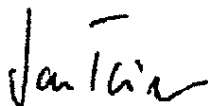
Date 28 July 2016 (the "Circulation Date")

SPECIAL RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, the undersigned, being the members of the Company entitled to vote on the Resolutions, HEREBY AGREE AND RESOLVE that the following Resolution be passed as a Special Resolution

- 1 "THAT the articles of association attached to this written resolution 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",

The undersigned, being the members of the Company entitled to vote on the Special Resolution on the Circulation Date, hereby irrevocably agree to the Special Resolution.



For and on behalf of

Renfin Highlands Energy s.r.o.



For and on behalf of

Cree Hydro Limited

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - By hand: to the directors, H2O Power Limited, Wellington House 273-275 High Street London Colney, St Albans, Hertfordshire, AL2 1HA; or
 - Post to the directors, H2O Power Limited, Wellington House 273-275 High Street London Colney, St Albans, Hertfordshire, AL2 1HA

00000000 4

SATURDAY



A19

A5G70FOY

24/09/2016

COMPANIES HOUSE

#215

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless by 28 days from the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing the document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**H2O POWER LIMITED (Company Number 08996002)
("the Company")**

(Adopted by special resolution passed on 28 July 2016)

INTRODUCTION

1 Interpretation

1.1 In these Articles, the following words have the following meanings

Act:	the Companies Act 2006,
A Director:	any director appointed to the Company by the holder of the Majority of the A Shares,
A Share:	an ordinary share of £1 in the capital of the Company designated as an A Share,
Accountants	the accountants of the Company from time to time or, if the accountants are unable or unwilling to act in connection with the reference in question, a qualified accountant nominated by the Directors and, in either case, engaged on such terms as the Directors acting as agent for the Company and each relevant Shareholder shall, in their absolute discretion, see fit,
Adoption Date	the date of the adoption of these Articles by the Company,
Appointor:	has the meaning given in article 13.1,
Articles:	the Company's articles of association for the time being in force,
B Director:	any director appointed to the

	Company by the holder of the Majority of the B Shares,
B Share:	an ordinary share of £1 in the capital of the Company designated as a B Share
Business Day:	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Conflict:	has the meaning given in article 10 1,
Compulsory Transfer Shares	the shares held by a deceased Shareholder or a Shareholder suffering a mental disorder such that he is wholly or partly prevented from exercising any powers or rights which he would otherwise have or in relation to a Defaulting Shareholder, any Shares held by the Defaulting Shareholder at the time of the relevant Event of Default,
Compulsory Transfer Notice	a notice in accordance with article 20 relating to the compulsory transfer of Shares,
Defaulting Shareholder	has the meaning given in the definition of "Event of Default",
Eligible Director:	any Eligible A Director, Eligible B Director or (as the case may be),
Eligible A Director:	an A Director who would be entitled to vote on the matter at a meeting of directors,
Eligible B Director:	a B Director who would be entitled to vote on the matter at a meeting of directors,
Encumbrance	a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, right of set-off, third-party right or interest, assignment by way of security, other encumbrance or security interest of any kind or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect howsoever

arising (but excluding any such rights or arrangements arising under these Articles or the Shareholders' Agreement),

Event of Default

the occurrence of any of the following events in relation to a Shareholder (a **"Defaulting Shareholder"**)

- (a) a petition being presented or an order being made for the bankruptcy of the Defaulting Shareholder,
- (b) the Defaulting Shareholder convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally,
- (c) the Defaulting Shareholder being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986),
- (d) any proceedings or orders equivalent or analogous to any of those described in paragraphs (a) to (c) above occurring in respect of the Defaulting Shareholder under the law of any jurisdiction outside England and Wales,
- (e) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any material part of the Defaulting Shareholder's assets, or any other steps being taken to enforce any Encumbrance over all or any material part of the Defaulting Shareholder's assets or any Shares held by the Defaulting Shareholder, or

-
- (f) the Defaulting Shareholder breaching any provision of these Articles or the Shareholders' Agreement which breach has not been remedied to the reasonable satisfaction of the Remaining Shareholders within 10 Business Days of a notice from the Remaining Shareholders to the Defaulting Shareholder in breach requesting such remedy,

Expert: an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 5 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (acting as an expert and not as an arbitrator),

Holding Company and Subsidiary: means a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee,

Interested Director: has the meaning given in article 10 1,

Majority the holder(s) from time to time of not less than 51% of the Shares,

Market Value the price per Sale Share determined in accordance with article 19 2 2,

Model Articles: the model articles for private

	companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
PRs	the personal representatives of a deceased or mentally incapacitated Shareholder,
Relevant Shareholders	has the meaning given in article 20 1,
Relevant Securities	any Shares, or any right to subscribe for or convert any securities into any Shares,
Remaining Shareholders	following the occurrence of an Event of Default, the Shareholders other than the Relevant Shareholder,
Sale Shares	has the meaning given in article 19 1 3 1,
Shares	the A Shares and B Shares of £1 each in the capital of the Company,
Shareholder	a registered holder of issued A Shares and B Shares from time to time as recorded in the register of members of the Company,
Shareholders Agreement	the agreement dated on the Adoption Date and made between the Company and the Shareholders on that date,
Third Party Purchaser	any person who is not a Shareholder from time to time or a person connected with such a Shareholder,
Total Transfer Condition	A condition in a Transfer Notice specifying that the Seller will not sell less than all the Shares he/she/it holds in the Company as referred to in clause 19.1 3 4 of these articles
Transfer Notice	a notice in accordance with article 19 that a Shareholder wishes to transfer his Shares
Writing or written:	the representation or reproduction of words, symbols or other

information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 16 "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax),

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 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 these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 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
- 1 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2 Adoption of the Model Articles

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2 4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 2 5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may

otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3 Directors' Meetings

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4
- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it
- 3 4 Each Director has one vote at a meeting of directors
- 3 5 If at any time at or before any meeting of the directors or of any committee of the directors the Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once

4 Unanimous Decisions of Directors

- 4 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 share a common view on a matter.
- 4 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
- 4 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter

5 Number of Directors

- 5 1 The number of directors shall be up to two and shall be made up of one A Director and one B Director. No shareholding qualification for directors shall be required

6 Calling a Directors' Meeting

- 6 1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as

agreed in writing by the directors) to each director or by authorising the Company secretary (if any) to give such notice

6 2 Notice of any directors' meeting must be accompanied by

6 2 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and

6 2 2 copies of any papers to be discussed at the meeting

6 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

7 Quorum for Directors' Meetings

7 1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one shall be an Eligible A Director (or his alternate) and one Eligible B Director (or his alternate) No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 10 Business Days at the same time and place

8 Chairing of Directors' Meetings

8 1 The chairman of directors' meeting shall not have a casting vote.

9 TRANSFERS IN SECURITY

Notwithstanding anything contained in these Articles

9 1 Any pre-emption rights conferred on existing members or any other person by these Articles or otherwise and any other restrictions on transfer of shares contained in these Articles or otherwise shall not apply to the transfers listed in 9(b) below

9 2 The Directors shall not decline to register, nor suspend the registration of, any transfer of shares where such transfer is

9 2 1 (i) in favour of any person, bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares are being transferred by way of security,

9 2 2 (ii) duly executed by an administrator or receiver appointed by a person, bank or institution pursuant to any security document which creates any security interest over such share, or

9 2 3 (iii) duly executed by any person, bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares have been transferred by way of security pursuant to any security document which create any security interest over such shares, and a certificate by any official of such bank or institution or any such receiver or administrator that the shares are or are to be subject to such a security that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts

- 9 3 any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article 9

10 Directors' Interests

- 10 1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).

- 10 2 The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders

- 10 3 Any authorisation by the shareholders of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)

- 10 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 10 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

- 10 3 3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

- 10 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit,

- 10 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

- 10 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

- 10 4 Where the shareholders authorise a Conflict

- 10 4 1 the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict, and

- 10 4 2 the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance

with such terms and conditions (if any) as the shareholders impose in respect of their authorisation

- 10 5 The shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 10 6 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares (as the case may be) such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing
- 10 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 shareholders in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 10 8 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 10 9 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9 8.
- 10 10 Subject, where applicable, to any terms and conditions imposed by the shareholders in accordance with article 9 3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 10 10 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 10 10 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 10 10 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

10 10 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

10 10 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

10 10 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (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

11 Records of decisions to be kept

11 1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

12 Appointment and Removal of Directors

12 1 The holder of a Majority of the A Shares for the time being shall be entitled to appoint one person to be the A Director of the Company, the holder of a Majority of the B Shares for the time being shall be entitled to appoint one person to be the B Director of the Company

12 2 Any A Director may at any time be removed from office by the holder of a Majority of the A Shares, any B Director may at any time be removed from office by the holder of a Majority of the B Shares

12 3 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a Majority of the A Shares and the B Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice

12 4 The right to appoint and to remove A or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively

12 5 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation

12 6 No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law

13 Alternate Directors

13 1 Any director (other than an alternate director) (in this article, the **Appointor**) may appoint any person (whether or not a director) to be an alternate director

to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director.

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

13.3 The notice must

13.3.1 identify the proposed alternate, and

13.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

13.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

13.5 Except as the Articles specify otherwise, alternate directors

13.5.1 are deemed for all purposes to be directors,

13.5.2 are liable for their own acts and omissions,

13.5.3 are subject to the same restrictions as their Appointors, and

13.5.4 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.

13.6 A person who is an alternate director but not a director

13.6.1 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), and

13.6.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

13.7 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).

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

13 9 An alternate director's appointment as an alternate terminates

13 9 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

13 9 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, or

13 9 3 when the alternate director's Appointor ceases to be a director for whatever reason

SHARES

14 Share Capital

14 1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

14.2 On the transfer of any share as permitted by these Articles

14 2 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and

14 2 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

14 3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

14 4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

14 4 1 any alteration in the Articles,

14 4 2 any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital, and

14 4 3 any resolution to put the Company into liquidation

15 Unissued Shares

- 15 1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) every shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee
- 15 2 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class
- 15 3 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) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

16 Further Issues of Shares: Authority

- 16 1 Subject to article 15 and the remaining provisions of this article 16, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to
 - 16 1 1 offer or allot,
 - 16 1 2 grant rights to subscribe for or to convert any security into, or
 - 16 1 3 otherwise deal in, or dispose of,any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper
- 16 2 The authority referred to in article 16 1
 - 16 2 1 shall be limited to a maximum nominal amount of £49 of A Shares and £51 of B Shares or such other amount as may from time to time be authorised by the Company by ordinary resolution,
 - 16 2 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and
 - 16 2 3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

17 Transfer of Shares – General

- 17 1 Subject to articles 17 2 and 17 3, the Directors shall forthwith register any duly stamped transfer made in accordance with, or permitted by, these Articles and the Directors shall not register any transfer of Shares which is not so made or permitted

17 2 No transfer shall be registered unless the relevant transferee, if not already a party to a Shareholders Agreement, has entered into a deed of adherence to, and in the form required by such agreement

17 3 For the purposes of ensuring that

17 3 1 a transfer of any Share is in accordance with these Articles, or

17 3 2 no circumstances have arisen whereby a Shareholder is required to give or may be deemed to have given a Transfer Notice in respect of any Share.

The Directors may from time to time require any Shareholder to provide, or to procure that any person named as the transferee in any transfer lodged for registration or any other person whom the Directors reasonably believe to have information relevant to such purpose provides, such information and evidence as the Directors may reasonably require for such purpose. Pending such information or evidence being provided, the Directors are entitled to refuse to register any relevant transfer of Shares

17 4 If any information or evidence provided pursuant to article 17 3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Shareholder may be required to give or be deemed to have given a Transfer Notice, the Directors may, (and shall, if so requested to do) by notice in writing to the relevant Shareholder, require that a Transfer Notice be given in respect of the Shares concerned

17 5 In any case where a Shareholder is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors to the relevant Shareholder requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days. Notwithstanding any other provision of these Articles, unless the Directors resolve otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 17 5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice by way of rights or on a capitalisation in respect of the Shares which are the subject of that Transfer Notice) shall with effect from the date of the relevant Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares

17 6 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from all Encumbrances

17 7 Notwithstanding any other provision of these Articles, no transfer of any Share which is the subject of a Transfer Notice shall be permitted pursuant to article 18

17 8 Where any Share is transferred to an existing Shareholder, such Share shall if so requested by the Directors on and from the time of registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Shareholders or

Directors) redesignated as a Share of the same class as the Shares already held by such Shareholder

18 Permitted Transfer

18.1 Any Shares may be transferred at any time with the prior written consent of all the Shareholders

19 Pre-Emption on Transfer of Shares

19 1 Transfer Notice

19 1 1 Except as permitted under article 18 (Permitted Transfer) and subject to article 19 1 2, any Shareholder (a "Seller") who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share or interest therein, give notice in writing (a "Transfer Notice") to the Company of its wish

19 1 2 A Relevant Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 20 may not serve a Transfer Notice under this article 19

19 1 3 Subject to article 19 1 4, a Transfer Notice shall

19 1 3 1 state the number and class of Shares (the "Sale Shares") which the Seller wishes to transfer,

19 1 3 2 state the name of the person to whom the Seller wishes to transfer the Sale Shares,

19 1 3 3 state the price per Share (the "Proposed Price") at which the Seller wishes to transfer the Sale Shares,

19 1 3 4 state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 19 (a "Total Transfer Condition"),

19 1 3 5 relate to only one class of Share,

19 1 3 6 constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 19; and

19 1 3 7 not be capable of variation or cancellation without the consent of all the Shareholders other than the Seller

19 1 4 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles

19 1 4 1 it shall relate to all the Shares registered in the name of the Seller,

19 1 4 2 it shall not contain a Total Transfer Condition,

19 1 4 3 the Transfer Price shall be determined in accordance with articles 19 2 1 2 and 19 2 1 3,

19 1 4 4 it shall be irrevocable, and

19 1 4 5 subject to article 17 6, the Seller may retain any Sale Shares for which Buyers (as defined in article 19 4 2) are not found provided that the Seller shall not at any time thereafter be permitted to transfer all or any of such retained Sale Shares pursuant to article 18

19 2 Transfer Price

19 2 1 The Sale Shares will be offered for sale in accordance with this article 19 at the following price (the "Transfer Price")

19 2 1 1 subject to the consent of the Directors, the Proposed Price, or

19 2 1 2 such other price as may be agreed between the Seller and the Directors within 10 Business Days of the date of service (or deemed service) of the Transfer Notice, or

19 2 1 3 if no price is agreed pursuant to paragraph 18 2 1 2 above within the period specified therein, or if the Directors direct at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Market Value

19 2 2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 19 2 1 2 or if the Directors direct in accordance with article 19 2 1 3, the Directors shall forthwith instruct an Expert to determine and certify the Market Value of each Sale Share calculated on the basis that

19 2 2 1 the Market Value is the sum as on an arm's length sale which a willing buyer would agree with a willing seller to be the purchase price valuing each of the Sale Shares as a proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent,

19 2 2 2 if the Company was then carrying on business as a going concern on the assumption that it will continue to do so, and

19 2 2 3 the Shares are sold free of all Encumbrances,

19 2 2 4 any difficulty in applying any of the bases set out above shall be resolved by the Expert as they, in their absolute discretion, think fit

19 2 3 The decision of the Expert shall be final and binding on the Shareholders, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Market Value shall, subject to article 19 2.4, be borne as directed by the Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of

any such direction, as to one half by the Seller and the other half by the Company

19 2 4 Where in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Market Value is less than the price proposed by the Directors to the Seller not less than 5 Business Days prior to receipt of the Expert's report by the Company, then the Expert's fees shall be borne wholly by the Seller

19 3 Offer Notice

19 3 1 Subject to article 19 3 2, the Directors shall serve a notice (an "Offer Notice") on all Shareholders within 10 Business Days of the Transfer Price being agreed or determined in accordance with these Articles

19 3 2 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to

19 3 2 1 the Seller,

19 3 2 2 any Shareholder who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name, and

19 3 2 3 any Relevant Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 20

19.3 3 An Offer Notice shall

19 3 3 1 state the Transfer Price,

19 3 3 2 contain the other information set out in the Transfer Notice,

19 3 3 3 invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase, and

19 3 3 4 expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on a date which is not less than 20 nor more than 40 Business Days after the date of service of the Offer Notice

19 4 Allocation of Sale Shares

19 4 1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Shareholders to whom an Offer Notice was sent having responded to that Offer Notice (in either case the "Allocation Date"), the Directors shall allocate the Sale Shares in accordance with the applications received provided that

19 4 1 1 if there are applications for more than the number of Sale Shares available, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly

as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares held by each of them respectively, and

19 4 1 2 the allocation of any fractional entitlements to Sale Shares amongst the Shareholders shall be dealt with by the Directors in such manner as they see fit

19 4 2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (an "Allocation Notice") to the Seller and each Shareholder to whom Sale Shares have been allocated pursuant to article 19.4.1 (each a "Buyer") An Allocation Notice shall state

19 4 2 1 the number and class of Sale Shares allocated to that Buyer,

19 4 2 2 the name and address of the Buyer,

19 4 2 3 the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;

19 4 2 4 the information (if any) required pursuant to article 19 4 4, and

19 4 2 5 subject to article 19 4 4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of service of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.

19 4 3 Subject to article 19 4 4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) therefor, to that Buyer

19 4 4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 19 4 1 is less than the total number of Sale Shares then

19 4 4 1 the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the "Further Offer") to the Buyers inviting them to apply for further Sale Shares at the Transfer Price,

19 4 4 2 the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice,

19 4 4 3 any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 19 4 1.1 and 19 4 1 2, and

19 4 4 4 following the allocation of any Sale Shares amongst the Buyers in accordance with paragraph 19 4 4 3 above, and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 19 4 2 but omitting paragraph 19 4 2 4 of that article 19 4 2

19 4 5 Subject to article 19 4 6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 19 4 4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified therein on the terms offered to that Buyer

19 4 6 If after following the procedure set out in this article 18 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then

19 4 6 1 if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 19 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 19, and

19 4 6 2 the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares

19 5 Default by the Seller

19 5 1 If a Seller shall fail for any reason to transfer any Sale Shares to a Buyer when required by this article 19, the Directors may authorise and instruct any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer. The Company may receive the purchase money from a Buyer on behalf of the Seller and thereafter shall, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 19 5 the validity of the proceedings shall not be questioned by any person. The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors) to the Company

19 6 Transfers following exhaustion of pre-emption rights

19 6 1 If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 19 the Seller may, at any time within 3 calendar months of the date of service of the notice referred to in article 19 4 6 2, sell any of those unallocated Sale Shares to the person named in the Transfer Notice at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that

19 6 1 1 no Shares shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Shareholder and an employee of the Company without the prior written consent of all the Shareholders, and

- 19 6 1 2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Directors

20 Compulsory Transfers

20 1 If

20 1 1 an Event of Default occurs in relation to a Shareholder, or

20 1 2 a Shareholder dies, or

20 1 3 a Shareholder suffers from a mental disorder such that he is wholly or partly prevented from personally exercising any powers or rights which he would otherwise have

then the Remaining Shareholders may, without prejudice to any other rights or remedies which they may have, at any time within 60 Business Days of becoming aware of the relevant Event of Default death or mental incapacity serve written notice (a "Compulsory Transfer Notice") on the Shareholder or their PR's (the "Relevant Shareholder"), and on the Company, notifying them that the relevant event is an Event of Default death or mental incapacity in relation to the Relevant Shareholder

20 2 If no Compulsory Transfer Notice is served within the period of 60 Business Days referred to in article 20 1 in relation to an Event of Default or mental incapacity, the relevant Event of Default or mental incapacity is deemed to have lapsed

20 3 If a Shareholder becomes aware of any event which gives rise to, or which may with the passing of time give rise to, an Event of Default or mental incapacity in respect of a Shareholder, that Shareholder shall forthwith give notice thereof to the Directors and the other Shareholders

20 4 Upon service of a Compulsory Transfer Notice

20 4 1 no further Shares shall be issued or required to be offered under any provision of these Articles to the Relevant Shareholder,

20 4 2 the Relevant Shareholder shall forthwith cease to be required in order to form a quorum at meetings of Shareholders or to be entitled to exercise any voting rights in respect of the Shares registered in their name,

20 4 3 any Director appointed by a Relevant Shareholder (either solely or jointly with any other Shareholder(s)) shall forthwith cease to be required in order to form a quorum at any meeting of the Directors or to be entitled to exercise any vote at any such meeting, and

20 4 4 save as set out in this article 20, a Relevant Shareholder may not sell or dispose of its Shares or any interest in them

- 20 5 Upon service of a Compulsory Transfer Notice each Relevant Shareholder shall be deemed to have served a Transfer Notice in respect of all the Compulsory Transfer Shares then held by each of them respectively. Such Transfer Notice shall be deemed to have been served on the same date that the relevant Compulsory Transfer Notice is served and shall supersede any current Transfer Notice in respect of any Transfer Shares. Following deemed service of a Transfer Notice pursuant to this article the Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 19 as if the Compulsory Transfer Shares were Sale Shares.

DECISION MAKING BY SHAREHOLDERS

21 Quorum for General Meetings

- 21 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be three persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder and one shall be a holder of B Shares or a duly authorised representative of such holder.
- 21 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

22 Chairing General Meetings

- 22 1 The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

23 Voting

- 23 1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that
- 23 1 1 no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right, and
- 23 1 2 subject to article 23.1 1 of this exception, in the case of any resolution proposed, any holder of A Shares or of B Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution.

24 Poll Votes

- 24 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 24 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

25 Proxies

- 25.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate"
- 25 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

26 Means of communication to be used

- 26 1 Subject to article 26 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
 - 26 1 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,
 - 26 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - 26 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - 26.1 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

- 26 2 Any notice, document or other information served on, or delivered to, an intended recipient under article 19 may not be served or delivered in electronic form (other than by fax), or by means of a website

- 26 3 In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act

27 Indemnity and Insurance

- 27 1 Subject to article 27 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

27 1 1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

27 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them

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 affairs, and

27 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 27 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

27 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.

27 3 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

6

27 4 In this article

27 4 1 a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

27 4 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 or any pension fund of the Company

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**H2O POWER LIMITED (Company Number 08996002)
("the Company")**

(Adopted by special resolution passed on 28 July 2016)

INTRODUCTION

1 Interpretation

1.1 In these Articles, the following words have the following meanings

Act:	the Companies Act 2006,
A Director:	any director appointed to the Company by the holder of the Majority of the A Shares,
A Share:	an ordinary share of £1 in the capital of the Company designated as an A Share,
Accountants	the accountants of the Company from time to time or, if the accountants are unable or unwilling to act in connection with the reference in question, a qualified accountant nominated by the Directors and, in either case, engaged on such terms as the Directors acting as agent for the Company and each relevant Shareholder shall, in their absolute discretion, see fit,
Adoption Date	the date of the adoption of these Articles by the Company,
Appointor:	has the meaning given in article 13.1;
Articles:	the Company's articles of association for the time being in force,
B Director:	any director appointed to the

	Company by the holder of the Majority of the B Shares,
B Share:	an ordinary share of £1 in the capital of the Company designated as a B Share
Business Day:	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
Conflict:	has the meaning given in article 10 1,
Compulsory Transfer Shares	the shares held by a deceased Shareholder or a Shareholder suffering a mental disorder such that he is wholly or partly prevented from exercising any powers or rights which he would otherwise have or in relation to a Defaulting Shareholder, any Shares held by the Defaulting Shareholder at the time of the relevant Event of Default,
Compulsory Transfer Notice	a notice in accordance with article 20 relating to the compulsory transfer of Shares,
Defaulting Shareholder	has the meaning given in the definition of "Event of Default",
Eligible Director:	any Eligible A Director, Eligible B Director or (as the case may be),
Eligible A Director:	an A Director who would be entitled to vote on the matter at a meeting of directors,
Eligible B Director:	a B Director who would be entitled to vote on the matter at a meeting of directors,
Encumbrance	a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, right of set-off, third-party right or interest, assignment by way of security, other encumbrance or security interest of any kind or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect howsoever

arising (but excluding any such rights or arrangements arising under these Articles or the Shareholders' Agreement),

Event of Default

the occurrence of any of the following events in relation to a Shareholder (a "**Defaulting Shareholder**")

- (a) a petition being presented or an order being made for the bankruptcy of the Defaulting Shareholder;
- (b) the Defaulting Shareholder convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally,
- (c) the Defaulting Shareholder being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986),
- (d) any proceedings or orders equivalent or analogous to any of those described in paragraphs (a) to (c) above occurring in respect of the Defaulting Shareholder under the law of any jurisdiction outside England and Wales,
- (e) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any material part of the Defaulting Shareholder's assets, or any other steps being taken to enforce any Encumbrance over all or any material part of the Defaulting Shareholder's assets or any Shares held by the Defaulting Shareholder, or

- (f) the Defaulting Shareholder breaching any provision of these Articles or the Shareholders' Agreement which breach has not been remedied to the reasonable satisfaction of the Remaining Shareholders within 10 Business Days of a notice from the Remaining Shareholders to the Defaulting Shareholder in breach requesting such remedy,

Expert: an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 5 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (acting as an expert and not as an arbitrator),

Holding Company and Subsidiary: means a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee,

Interested Director: has the meaning given in article 10 1,

Majority the holder(s) from time to time of not less than 51% of the Shares,

Market Value the price per Sale Share determined in accordance with article 19 2 2,

Model Articles: the model articles for private

	companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,
PRs	the personal representatives of a deceased or mentally incapacitated Shareholder,
Relevant Shareholders	has the meaning given in article 20 1,
Relevant Securities	any Shares, or any right to subscribe for or convert any securities into any Shares;
Remaining Shareholders	following the occurrence of an Event of Default, the Shareholders other than the Relevant Shareholder,
Sale Shares	has the meaning given in article 19 1 3 1,
Shares	the A Shares and B Shares of £1 each in the capital of the Company,
Shareholder	a registered holder of issued A Shares and B Shares from time to time as recorded in the register of members of the Company,
Shareholders Agreement	the agreement dated on the Adoption Date and made between the Company and the Shareholders on that date,
Third Party Purchaser	any person who is not a Shareholder from time to time or a person connected with such a Shareholder,
Total Transfer Condition	A condition in a Transfer Notice specifying that the Seller will not sell less than all the Shares he/she/it holds in the Company as referred to in clause 19 1 3 4 of these articles
Transfer Notice	a notice in accordance with article 19 that a Shareholder wishes to transfer his Shares
Writing or written:	the representation or reproduction of words, symbols or other

information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 16 "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax);

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 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 these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 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
- 1 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2 Adoption of the Model Articles

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur"
- 2 4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 2 5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may

otherwise decide" Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

Directors

3 Directors' Meetings

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4
- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it
- 3 4 Each Director has one vote at a meeting of directors
- 3 5 If at any time at or before any meeting of the directors or of any committee of the directors the Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once

4 Unanimous Decisions of Directors

- 4 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 share a common view on a matter
- 4 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
- 4 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter

5 Number of Directors

- 5 1 The number of directors shall be up to two and shall be made up of one A Director and one B Director. No shareholding qualification for directors shall be required

6 Calling a Directors' Meeting

- 6 1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as

agreed in writing by the directors) to each director or by authorising the Company secretary (if any) to give such notice

6 2 Notice of any directors' meeting must be accompanied by

6 2 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and

6 2 2 copies of any papers to be discussed at the meeting

6 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

7 Quorum for Directors' Meetings

7 1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one shall be an Eligible A Director (or his alternate) and one Eligible B Director (or his alternate) No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 10 Business Days at the same time and place

8 Chairing of Directors' Meetings

8 1 The chairman of directors' meeting shall not have a casting vote

9 TRANSFERS IN SECURITY

Notwithstanding anything contained in these Articles

9 1 Any pre-emption rights conferred on existing members or any other person by these Articles or otherwise and any other restrictions on transfer of shares contained in these Articles or otherwise shall not apply to the transfers listed in 9(b) below

9 2 The Directors shall not decline to register, nor suspend the registration of, any transfer of shares where such transfer is

9 2 1 (i) in favour of any person, bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares are being transferred by way of security,

9 2 2 (ii) duly executed by an administrator or receiver appointed by a person, bank or institution pursuant to any security document which creates any security interest over such share, or

9 2 3 (iii) duly executed by any person, bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares have been transferred by way of security pursuant to any security document which create any security interest over such shares, and a certificate by any official of such bank or institution or any such receiver or administrator that the shares are or are to be subject to such a security that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts

- 9 3 any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article 9

10 Directors' Interests

- 10 1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**)
- 10 2 The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders
- 10 3 Any authorisation by the shareholders of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
- 10 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 10 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 10 3 3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 10 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit,
- 10 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 10 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 10 4 Where the shareholders authorise a Conflict:
- 10.4 1 the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict, and
- 10 4 2 the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance

with such terms and conditions (if any) as the shareholders impose in respect of their authorisation

- 10 5 The shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 10 6 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares (as the case may be) such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing
- 10 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 shareholders in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 10 8 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 10 9 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9 8
- 10 10 Subject, where applicable, to any terms and conditions imposed by the shareholders in accordance with article 9 3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 10 10 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 10 10 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 10 10 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,

10 10 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

10 10 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

10 10 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (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

11 Records of decisions to be kept

11 1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

12 Appointment and Removal of Directors

12 1 The holder of a Majority of the A Shares for the time being shall be entitled to appoint one person to be the A Director of the Company, the holder of a Majority of the B Shares for the time being shall be entitled to appoint one person to be the B Director of the Company

12 2 Any A Director may at any time be removed from office by the holder of a Majority of the A Shares, any B Director may at any time be removed from office by the holder of a Majority of the B Shares

12 3 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a Majority of the A Shares and the B Shares (as the case may be) and served on each of the other shareholders and the Company at its registered office Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice

12 4 The right to appoint and to remove A or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively

12 5 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation

12 6 No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law

13 Alternate Directors

13 1 Any director (other than an alternate director) (in this article, the **Appointor**) may appoint any person (whether or not a director) to be an alternate director

to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director.

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

13.3 The notice must

13.3.1 identify the proposed alternate, and

13.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

13.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

13.5 Except as the Articles specify otherwise, alternate directors

13.5.1 are deemed for all purposes to be directors,

13.5.2 are liable for their own acts and omissions,

13.5.3 are subject to the same restrictions as their Appointors, and

13.5.4 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.

13.6 A person who is an alternate director but not a director

13.6.1 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), and

13.6.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

13.7 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).

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

13 9 An alternate director's appointment as an alternate terminates

13 9 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

13 9 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, or

13.9 3 when the alternate director's Appointor ceases to be a director for whatever reason

SHARES

14 Share Capital

14 1 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

14 2 On the transfer of any share as permitted by these Articles

14 2 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and

14 2 2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

14 3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

14 4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

14 4 1 any alteration in the Articles,

14 4 2 any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital, and

14 4 3 any resolution to put the Company into liquidation.

15 Unissued Shares

- 15 1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) every shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee
- 15 2 No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class
- 15 3 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) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

16 Further Issues of Shares: Authority

- 16 1 Subject to article 15 and the remaining provisions of this article 16, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to
 - 16 1 1 offer or allot,
 - 16 1 2 grant rights to subscribe for or to convert any security into, or
 - 16 1 3 otherwise deal in, or dispose of,any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper
- 16 2 The authority referred to in article 16 1
 - 16 2 1 shall be limited to a maximum nominal amount of £49 of A Shares and £51 of B Shares or such other amount as may from time to time be authorised by the Company by ordinary resolution,
 - 16 2 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and
 - 16 2 3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

17 Transfer of Shares – General

- 17 1 Subject to articles 17 2 and 17 3, the Directors shall forthwith register any duly stamped transfer made in accordance with, or permitted by, these Articles and the Directors shall not register any transfer of Shares which is not so made or permitted

17 2 No transfer shall be registered unless the relevant transferee, if not already a party to a Shareholders Agreement, has entered into a deed of adherence to, and in the form required by such agreement

17 3 For the purposes of ensuring that

17 3 1 a transfer of any Share is in accordance with these Articles, or

17 3 2 no circumstances have arisen whereby a Shareholder is required to give or may be deemed to have given a Transfer Notice in respect of any Share

The Directors may from time to time require any Shareholder to provide, or to procure that any person named as the transferee in any transfer lodged for registration or any other person whom the Directors reasonably believe to have information relevant to such purpose provides, such information and evidence as the Directors may reasonably require for such purpose. Pending such information or evidence being provided, the Directors are entitled to refuse to register any relevant transfer of Shares.

17 4 If any information or evidence provided pursuant to article 17 3 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Shareholder may be required to give or be deemed to have given a Transfer Notice, the Directors may, (and shall, if so requested to do) by notice in writing to the relevant Shareholder, require that a Transfer Notice be given in respect of the Shares concerned

17 5 In any case where a Shareholder is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors to the relevant Shareholder requesting that such Transfer Notice be duly given, such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days. Notwithstanding any other provision of these Articles, unless the Directors resolve otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this article 17 5 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice by way of rights or on a capitalisation in respect of the Shares which are the subject of that Transfer Notice) shall with effect from the date of the relevant Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of members of the Company as the holder of those Shares

17 6 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from all Encumbrances

17 7 Notwithstanding any other provision of these Articles, no transfer of any Share which is the subject of a Transfer Notice shall be permitted pursuant to article 18

17 8 Where any Share is transferred to an existing Shareholder, such Share shall if so requested by the Directors on and from the time of registration of the transfer of that share in the register of members of the Company, be immediately and automatically (without resolution of the Shareholders or

Directors) redesignated as a Share of the same class as the Shares already held by such Shareholder

18 Permitted Transfer

18 1 Any Shares may be transferred at any time with the prior written consent of all the Shareholders

19 Pre-Emption on Transfer of Shares

19 1 Transfer Notice

19 1 1 Except as permitted under article 18 (Permitted Transfer) and subject to article 19 1 2, any Shareholder (a "Seller") who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share or interest therein, give notice in writing (a "Transfer Notice") to the Company of its wish

19 1 2 A Relevant Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 20 may not serve a Transfer Notice under this article 19

19 1 3 Subject to article 19 1 4, a Transfer Notice shall

19 1 3 1 state the number and class of Shares (the "Sale Shares") which the Seller wishes to transfer,

19 1 3 2 state the name of the person to whom the Seller wishes to transfer the Sale Shares,

19 1 3 3 state the price per Share (the "Proposed Price") at which the Seller wishes to transfer the Sale Shares,

19 1 3 4 state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this article 19 (a "Total Transfer Condition"),

19 1 3 5 relate to only one class of Share,

19 1 3 6 constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this article 19, and

19 1 3 7 not be capable of variation or cancellation without the consent of all the Shareholders other than the Seller

19 1 4 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles

19 1 4 1 it shall relate to all the Shares registered in the name of the Seller,

19 1 4 2 it shall not contain a Total Transfer Condition,

19 1 4 3 the Transfer Price shall be determined in accordance with articles 19.2 1 2 and 19 2 1 3,

19 1 4 4 it shall be irrevocable, and

19 1 4 5 subject to article 17.6, the Seller may retain any Sale Shares for which Buyers (as defined in article 19 4 2) are not found provided that the Seller shall not at any time thereafter be permitted to transfer all or any of such retained Sale Shares pursuant to article 18

19 2 Transfer Price

19 2 1 The Sale Shares will be offered for sale in accordance with this article 19 at the following price (the "Transfer Price"):

19 2 1 1 subject to the consent of the Directors, the Proposed Price, or

19 2 1 2 such other price as may be agreed between the Seller and the Directors within 10 Business Days of the date of service (or deemed service) of the Transfer Notice, or

19 2 1 3 if no price is agreed pursuant to paragraph 18 2 1 2 above within the period specified therein, or if the Directors direct at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Market Value

19 2 2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with article 19.2 1 2 or if the Directors direct in accordance with article 19 2 1 3, the Directors shall forthwith instruct an Expert to determine and certify the Market Value of each Sale Share calculated on the basis that

19 2 2 1 the Market Value is the sum as on an arm's length sale which a willing buyer would agree with a willing seller to be the purchase price valuing each of the Sale Shares as a proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent;

19 2 2 2 if the Company was then carrying on business as a going concern on the assumption that it will continue to do so; and

19 2 2 3 the Shares are sold free of all Encumbrances,

19 2 2 4 any difficulty in applying any of the bases set out above shall be resolved by the Expert as they, in their absolute discretion, think fit

19 2 3 The decision of the Expert shall be final and binding on the Shareholders, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Market Value shall, subject to article 19 2 4, be borne as directed by the Expert (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of

any such direction, as to one half by the Seller and the other half by the Company

19.2 4 Where in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Market Value is less than the price proposed by the Directors to the Seller not less than 5 Business Days prior to receipt of the Expert's report by the Company, then the Expert's fees shall be borne wholly by the Seller

19 3 Offer Notice

19 3 1 Subject to article 19 3 2, the Directors shall serve a notice (an "Offer Notice") on all Shareholders within 10 Business Days of the Transfer Price being agreed or determined in accordance with these Articles

19 3 2 An Offer Notice shall not be sent to, and no Sale Shares shall be treated as offered to

19 3 2 1 the Seller,

19 3 2 2 any Shareholder who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name, and

19 3 2 3 any Relevant Shareholder in respect of whom a Compulsory Transfer Notice has been served pursuant to article 20

19 3 3 An Offer Notice shall

19 3 3 1 state the Transfer Price,

19 3 3 2 contain the other information set out in the Transfer Notice,

19 3 3 3 invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase, and

19 3 3 4 expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on a date which is not less than 20 nor more than 40 Business Days after the date of service of the Offer Notice.

19 4 Allocation of Sale Shares

19 4 1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Shareholders to whom an Offer Notice was sent having responded to that Offer Notice (in either case the "Allocation Date"), the Directors shall allocate the Sale Shares in accordance with the applications received provided that

19 4 1 1 if there are applications for more than the number of Sale Shares available, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly

as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares held by each of them respectively, and

19 4 1 2 the allocation of any fractional entitlements to Sale Shares amongst the Shareholders shall be dealt with by the Directors in such manner as they see fit

19 4 2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (an "Allocation Notice") to the Seller and each Shareholder to whom Sale Shares have been allocated pursuant to article 19 4.1 (each a "Buyer") An Allocation Notice shall state

19 4 2 1 the number and class of Sale Shares allocated to that Buyer,

19 4 2 2 the name and address of the Buyer,

19 4 2 3 the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him,

19 4 2 4 the information (if any) required pursuant to article 19 4 4, and

19 4 2 5 subject to article 19 4 4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of service of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place

19 4 3 Subject to article 19 4 4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) therefor, to that Buyer

19 4 4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with article 19 4 1 is less than the total number of Sale Shares then

19 4 4 1 the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (the "Further Offer") to the Buyers inviting them to apply for further Sale Shares at the Transfer Price,

19 4 4 2 the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice,

19 4 4 3 any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of articles 19 4 1 1 and 19 4 1 2, and

19 4 4 4 following the allocation of any Sale Shares amongst the Buyers in accordance with paragraph 19 4 4 3 above, and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with article 19 4 2 but omitting paragraph 19 4 2 4 of that article 19 4 2

19 4 5 Subject to article 19 4 6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with article 19 4 4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified therein on the terms offered to that Buyer

19 4.6 If after following the procedure set out in this article 18 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then.

19 4 6 1 if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this article 19 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this article 19, and

19 4 6 2 the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares

19 5 Default by the Seller

19 5 1 If a Seller shall fail for any reason to transfer any Sale Shares to a Buyer when required by this article 19, the Directors may authorise and instruct any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that transfer to the relevant Buyer. The Company may receive the purchase money from a Buyer on behalf of the Seller and thereafter shall, subject to due stamping, enter the name of that Buyer in the register of members of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this article 19 5 the validity of the proceedings shall not be questioned by any person. The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors) to the Company.

19 6 Transfers following exhaustion of pre-emption rights

19 6 1 If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this article 19 the Seller may, at any time within 3 calendar months of the date of service of the notice referred to in article 19 4 6 2, sell any of those unallocated Sale Shares to the person named in the Transfer Notice at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that

19 6 1 1 no Shares shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Shareholder and an employee of the Company without the prior written consent of all the Shareholders, and

- 19 6 1 2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of the Directors

20 Compulsory Transfers

20 1 If

20.1 1 an Event of Default occurs in relation to a Shareholder, or

20 1 2 a Shareholder dies, or

20 1 3 a Shareholder suffers from a mental disorder such that he is wholly or partly prevented from personally exercising any powers or rights which he would otherwise have

then the Remaining Shareholders may, without prejudice to any other rights or remedies which they may have, at any time within 60 Business Days of becoming aware of the relevant Event of Default death or mental incapacity serve written notice (a "Compulsory Transfer Notice") on the Shareholder or their PR's (the "Relevant Shareholder"), and on the Company, notifying them that the relevant event is an Event of Default death or mental incapacity in relation to the Relevant Shareholder

20 2 If no Compulsory Transfer Notice is served within the period of 60 Business Days referred to in article 20 1 in relation to an Event of Default or mental incapacity, the relevant Event of Default or mental incapacity is deemed to have lapsed

20 3 If a Shareholder becomes aware of any event which gives rise to, or which may with the passing of time give rise to, an Event of Default or mental incapacity in respect of a Shareholder, that Shareholder shall forthwith give notice thereof to the Directors and the other Shareholders

20 4 Upon service of a Compulsory Transfer Notice

20 4 1 no further Shares shall be issued or required to be offered under any provision of these Articles to the Relevant Shareholder,

20 4 2 the Relevant Shareholder shall forthwith cease to be required in order to form a quorum at meetings of Shareholders or to be entitled to exercise any voting rights in respect of the Shares registered in their name,

20 4 3 any Director appointed by a Relevant Shareholder (either solely or jointly with any other Shareholder(s)) shall forthwith cease to be required in order to form a quorum at any meeting of the Directors or to be entitled to exercise any vote at any such meeting, and

20 4 4 save as set out in this article 20, a Relevant Shareholder may not sell or dispose of its Shares or any interest in them

- 20 5 Upon service of a Compulsory Transfer Notice each Relevant Shareholder shall be deemed to have served a Transfer Notice in respect of all the Compulsory Transfer Shares then held by each of them respectively. Such Transfer Notice shall be deemed to have been served on the same date that the relevant Compulsory Transfer Notice is served and shall supersede any current Transfer Notice in respect of any Transfer Shares. Following deemed service of a Transfer Notice pursuant to this article the Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of article 19 as if the Compulsory Transfer Shares were Sale Shares.

DECISION MAKING BY SHAREHOLDERS

21 Quorum for General Meetings

- 21 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be three persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder and one shall be a holder of B Shares or a duly authorised representative of such holder.
- 21 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

22 Chairing General Meetings

- 22 1 The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

23 Voting

- 23 1 At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that
- 23 1 1 no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right, and
- 23 1 2 subject to article 23 1 1 of this exception, in the case of any resolution proposed, any holder of A Shares or of B Shares voting against such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat the resolution.

24 Poll Votes

- 24 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 24 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

25 Proxies

- 25 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate"
- 25 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

26 Means of communication to be used

- 26.1 Subject to article 26 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- 26 1 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,
- 26 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 26 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 26 1 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

- 26 2 Any notice, document or other information served on, or delivered to, an intended recipient under article 19 may not be served or delivered in electronic form (other than by fax), or by means of a website

- 26 3 In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act

27 Indemnity and Insurance

- 27 1 Subject to article 27 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

27 1 1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

27 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them

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 affairs, and

27 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 27 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

27 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

27 3 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

6

27 4 In this article

27 4 1 a "relevant officer " means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

27 4 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 or any pension fund of the Company