

COMPANY NO: 09357808

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ESSENTIAL FINANCE GROUP (UK) LIMITED

INCORPORATED 17 DECEMBER 2014

As adopted by special resolution dated 15 April 2021



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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Interpretation

1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings:

Act: means the Companies Act 2006.

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

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

Allocation Notice: has the meaning given in Article 29.10.

Applicant: has the meaning given in Article 29.10.

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

Auditors: means the auditors appointed (with Specified Consent) from time to time in respect of the Company or, if none are so appointed, the accountants of the Company.

Available Profits: means profits available for distribution within the meaning of section 830 of the Act.

Board: means the board of Directors from time to time.

Business Day: means 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.

Called Shareholders: has the meaning given in Article 32.1.

Called Shares: has the meaning given in Article 32.2(a).

Chairman: means the chairman of the Board from time to time.

Company: means Essential Finance Group (UK) Limited (Company number 09357808).

Conflict: has the meaning given in Article 13.1.

Connected: has the meaning given in section 1122 of the Corporation Tax Act 2010.

Controlling Interest: means an interest in Shares conferring on the holder or holder's control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.

Cross Option Agreement: means the cross option agreement between (1) Jonathan Bentley and (2) Robert White entered into on or around the date of these Articles.

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

Default Notice: has the meaning given in Article 31.1.

Defaulting Shares means in relation to a Defaulting Shareholder, any Shares:

- (a) held by the Defaulting Shareholder at the time of the relevant Event of Default; or
- (b) held by the personal representatives of the Defaulting Shareholders and/or the relevant person appointed as a result of the Event of Default; or
- (c) acquired by the Defaulting Shareholder and/or his personal representatives and/or the relevant person appointed as a result of the Event of Default, after the occurrence of the Event of Default but before completion of the transfer of Shares pursuant to the Deemed Transfer Notice in question, including but not limited to pursuant to any Share Option Scheme or any other scheme or arrangement entered into prior to the Event of Default,

together with, in any case, any further Shares received by any person referred to above at any time after the relevant Event of Default by way of rights or on a capitalisation in respect of any of the Shares referred to above.

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

Disposal: means the disposal by the Company or a Group Company of all, or a substantial part of, its business and assets (in one transaction or as a series of transactions) to a Third Party Purchaser (which to avoid doubt, shall include the disposal by any Group Company of any subsidiary).

Drag Along Notice: has the meaning given to it in Article 32.2.

Drag Along Option: has the meaning given in Article 32.1.

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

Event of Default means the occurrence of any of the following events in relation to a Shareholder (**Defaulting Shareholder**):

- (a) 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 ceasing to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
- (d) the passing of a resolution for the liquidation of the Shareholder other than a solvent liquidation for the purpose of the reconstructions or amalgamation of all or part of the Shareholder's group (the structure of which has been previously approved by the other shareholders in the Company in writing) in which a new company assumes (and is capable of assuming) all the obligations of the Shareholder;
- (e) the issue at court by any competent person of a notice of intention to appoint an administrator to the Shareholder, a notice of appointment of an administrator to the Shareholder or an application for an administration order in respect of the Shareholder; or
- (f) the appointment of a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the Shareholder; or
- (g) a process having been instituted that will lead to the Shareholder being dissolved and its assets being distributed among the Shareholder's creditors, shareholders or other contributors;
- (h) the presentation at court by any competent person of a petition for the winding up of the Shareholder;
- (i) the appointment of a receiver, manager or administrative receiver over all or any part of the Defaulting Shareholder's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Defaulting Shareholder's assets or any Shares held by the Defaulting Shareholder;
- (j) any event equivalent or analogous to any of those described in paragraphs (a) to (i) above occurring in respect of the Defaulting Shareholder under the law of any jurisdiction outside England and Wales;
- (k) the Defaulting Shareholder, in the written opinion of a specialist medical practitioner, becomes physically or mentally incapable of acting as a Director and may remain so for more than 6 months. In the event that the Defaulting Shareholder in question (or his personal representatives) and the Board cannot agree on the identity of the specialist medical practitioner then the matter shall be referred to the General Medical Council to determine an appropriate practitioner to assess the capacity of the Defaulting Shareholder in question;
- (l) the Defaulting Shareholder is convicted of a criminal offence that carries a custodial sentence of 6 months or more;

- (m) the death of the Defaulting Shareholder (save in a scenario where the Cross Option Agreement is exercised in accordance with its terms);
- (n) the Defaulting Shareholder ceases for any reason to be a director or employee of any Group Company and does not continue as, or become, a director or employee of any other Group Company; or
- (o) the Defaulting Shareholder fails to remedy a material or persistent breach by him of any obligation under any Relevant Agreement or these Articles within 20 Business Days of notice to remedy the breach being effectively served by the Board (other than the Defaulting Shareholder); or
- (p) any Defaulting Shareholder other than a Founder Shareholder being in breach of the restrictive covenants contained within his service agreement or any Relevant Agreement with any Group Company.

Excess Securities: has the meaning given in Article 24.3(c).

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

Fair Value: has the meaning given in Article 30.2.

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

First Offer Period: has the meaning given in Article 29.8.

Founder Shareholders: means Robert Charles White and Jonathan Christopher Bentley.

Group: means the Company and its subsidiaries (if any) from time to time and **Group Company** shall be construed accordingly.

holding company: has the meaning given in section 1159 of the Act.

Independent Expert: means the Auditors or, if they decline the instruction, an independent firm of accountants jointly appointed by the Shareholders or, in the absence of agreement between the Shareholders, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator).

Interested Director: has the meaning given in Article 13.1.

Listing: means the announcement of a decision by London Stock Exchange plc to admit any securities in the capital of the Company, or any holding company or subsidiary of the Company from time to time, to the official list of the United Kingdom Listing Authority and to trading on London Stock Exchange plc's market for listed securities becoming effective in accordance with paragraph 3.2 of the Listing Rules or the granting of any permission for any securities in the capital of the Company, or any holding company or subsidiary of the Company from time to time, to be dealt with or traded on any other Recognised Investment Exchange (as defined in Section 285 of the Financial Services and Markets Act 2000).

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

New Securities: means any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date.

New Shareholder: has the meaning set out in Article 32.11.

Ordinary Shares: means the Ordinary shares of £0.001 each in the capital of the Company, which have the rights set out in these Articles.

Ordinary Shareholder: means a holder of Ordinary Shares.

Offeree: has the meaning given in Article 24.2.

Proposed Buyer: has the meaning given in Article 32.1.

Proposed Sale Price: has the meaning given in Article 29.2(c).

Relevant Agreement: means any agreement relating (in whole or part) to the Company which is binding from time to time on the Company and the Shareholders and which (expressly or by implication) supplements and/or prevails over any provisions of these articles.

Relevant Shareholders: has the meaning given in Article 31.1.

Sale Shares: has the meaning given in Article 29.2(a).

Seller: has the meaning given in Article 29.2.

Selling Shareholders: has the meaning given in Article 32.1.

Sellers' Shares: has the meaning given in Article 32.1.

Shareholder: means a holder for the time being of any Share or Shares.

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

Shares: means shares (of any class) in the capital of the Company which, as at the Adoption Date, shall include the Ordinary Shares, and **Share** shall be construed accordingly.

Share Sale: means the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) to a Third Party Purchaser which would, if completed, result in that Third Party Purchaser (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest.

Specified Consent: means the prior written consent of a Specified Majority (or alternatively the passing of a resolution at a properly convened and quorate meeting of the Board where such Shareholders (or their appointees) are present and have voted in favour of that resolution in their capacities as Directors).

Specified Majority: means the holders of not less than 80% of all Shares that carry voting rights from time to time.

subsidiary: means in relation to a holding company wherever incorporated, means a "subsidiary" (as defined in section 1159 of the Act) for the time being and any other company which for the time being is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Surplus Shares: has the meaning given in Article 29.9(c).

Third Party Purchaser: means any person who is not:

- (a) a Shareholder; or
- (b) Connected to a person who is a Shareholder.

Transfer Notice: has the meaning given in Article 29.2.

Transfer Price: has the meaning given in Article 30.1.

Transmittee: means a person that becomes entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

Trustee: means Peronico Limited (company number 13063778).

- 1.2 A reference in these Articles to an **Article** is a reference to the relevant numbered article of these Articles unless expressly provided otherwise.
- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Act shall have the same meanings in these Articles, subject to which and unless the context otherwise requires (but excluding any statutory modification of the Act not in force on the Adoption Date).
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 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.
- 1.8 The Model Articles shall not apply to the Company.
- 1.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality, including a trust) and that person's legal and personal representatives, successors and permitted assigns.
- 1.10 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2 Liability of Shareholders

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

Subject to the remaining provisions of the Articles and any Relevant Agreement, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4 Directors may delegate

4.1 Subject to the other provisions of the Articles and any Relevant Agreement, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

4.2 If the Directors so specify (subject to any Relevant Agreement), any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

4.3 The Directors may (subject to any Relevant Agreement) revoke any delegation in whole or part, or alter its terms and conditions.

5 Committees

Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

DECISION-MAKING BY DIRECTORS

6 Proceedings of directors

6.1 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 6.2 (subject to Article 6.3 and Article 6.4). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.

6.2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

6.3 A decision taken in accordance with Article 6.2 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.

- 6.4 A decision may not be taken in accordance with Article 6.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 8.3.
- 6.5 Meetings of the Directors shall take place at least once a month, with a period of not more than two months between any two meetings. Any Director may call a meeting of the Directors, or authorise the company secretary (if any) to give such notice. At least 5 Business Days' advance notice in writing of each such meeting shall be given to each Director (except with the prior consent of all of the Directors, when meetings of the Directors may take place on shorter notice), and such notice shall contain the information set out in Article 6.6.
- 6.6 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place;
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting; and
 - (d) the general nature of the business that is proposed to be discussed at the meeting.
- 6.7 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 6.8 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form as soon as practicable after the meeting, so that they may be read with the naked eye.
- 6.9 Subject to these Articles and any Relevant Agreement, the Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

7 Participation in directors' meetings

- 7.1 Subject to the other provisions of the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 7.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 7.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

8 Quorum for Directors' meetings

8.1 At a Directors' meeting, no proposal is to be voted on unless a quorum is participating, save that if the number of Directors in office for the time being is less than the current quorum, the Director in office shall be able to take a decision to:

- (a) appoint further Directors; or
- (b) call a general meeting so as to enable the Shareholders to appoint further Directors.

8.2 The general rule is that, subject to Article 8.3 and Article 8.4, the quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be two Eligible Directors. If and for so long as there is a sole Director, the quorum for the transaction of the business of the Directors at a meeting of Directors shall be one.

8.3 If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as a majority of the Directors present shall determine (and this shall be notified to each director). If a quorum is not present at any such reconvened meeting (**Second Meeting**) within half an hour from the time appointed, then the Second Meeting shall be adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at the Second Meeting (and this shall be notified to each Director). If the Second Meeting is so adjourned, then the quorum necessary for the transaction of business at the reconvened meeting shall not require the presence of, in the case of a repeated absence of a particular Director, that particular Director, and in the event of such absence any Director(s) present at such reconvened meeting shall constitute a quorum.

8.4 The following provisions of this Article 8.4 contain the exceptions to the general rule contained in Article 8.2 regarding quorum:

Persistent failure to attend

- (a) The general rule in Article 8.2 shall not apply in the circumstances described in the final sentence of Article 8.3.

Conflict authorisations

- (b) For the purposes of any meeting (or part of a meeting) held pursuant to Article 12.1 to authorise a Conflict (as defined in Article 13.1), if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

Events of Default

- (c) Upon service of a Default Notice, any director of any Group Company appointed by a Relevant Shareholder shall forthwith cease to be required in order to form a quorum at any meeting of the Directors of the relevant Group Company or to be entitled to exercise any vote at any such meeting.

9 Chairing of directors' meetings

9.1 The Directors may appoint a Director to chair their meetings.

9.2 The person so appointed for the time being is known as the Chairman.

9.3 The Directors may terminate the Chairman's appointment at any time.

- 9.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

10 Casting vote

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting does not have a casting vote.

11 Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

12 Transactions or other arrangements with the Company

- 12.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors or of a committee of the Directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) 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;
- (e) 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
- (f) 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.

- 12.2 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

13 Directors' conflicts

- 13.1 The Directors may, in accordance with the requirements set out in this Article 13, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

- 13.2 Any authorisation under this Article 13 will be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 13.3 Any authorisation of a Conflict under this Article 13 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - (e) 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
 - (f) 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.
- 13.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 13.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 13.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

APPOINTMENT AND REMOVAL OF DIRECTORS

14 Number of Directors

The maximum number of directors of the Board holding office at any one time shall be two, unless otherwise agreed.

15 Methods of appointing Directors

- 15.1 Subject to and in accordance with this Article 15 and any Relevant Agreement, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director, provided that the appointment does not cause the number of Directors to exceed the maximum number set out in Article 14.
- 15.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmitttee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a natural person (including a Transmitttee who is a natural person), who is willing to act and is permitted to do so, to be a Director.
- 15.3 For the purposes of Article 15.2 where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.
- 15.4 For so long as a Founder Shareholder holds Shares they shall have the right to appoint and maintain themselves in office as director of each Group Company.
- 15.5 In addition to any Directors that are appointed by way of nomination by the relevant Shareholder pursuant to Article 15.4 above, each Group Company may only appoint additional directors with Specified Consent. Any additional Directors so appointed can be removed from office with Specified Consent. This Article is without prejudice to the Shareholders' rights in s168 of the Act.

16 Termination of Director's appointment

- 16.1 A person ceases to be a Director as soon as:
- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a director by law;
 - (b) an order is made for the bankruptcy of that person or any equivalent event occurring in respect of that person under the law of any jurisdiction outside England and Wales;
 - (c) that person convenes a meeting of his creditors or circulates a proposal in relation to, or takes any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
 - (d) that person ceases to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1986);
 - (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than six months. In the event that the Director in question (or his personal representative) and the Board cannot agree on the identity of the specialist medical practitioner then the matter shall be referred to the General Medical Council to determine an appropriate practitioner to assess the capacity of the Director in question;

- (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - (g) notification is received by the Company from the Director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
 - (h) that person resigns from office in accordance with Article 16.2;
 - (i) that person is removed from office in accordance with Article 15.4 or 15.5 (including, for the avoidance of doubt, with Specified Consent at any time and for any reason);
 - (j) that person dies;
 - (k) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director; and
 - (l) in the case of an executive Director only, he shall cease to be employed by the Company or other Group Company (as appropriate) and does not continue as an employee of any other Group Company.
- 16.2 In the event that a Shareholder ceases to hold any shares in the Company and at that time that Shareholder is a Director of the Company he shall, unless the Specified Majority may otherwise decide, immediately resign from all offices held with any Group Company and shall indemnify each Group Company in respect of any claim brought against that Group Company for such loss of office.
- 17 Directors' remuneration**
- 17.1 Subject to any Relevant Agreement, Directors may undertake any services for the Company that the Directors decide.
- 17.2 Subject to any Relevant Agreement, Directors are entitled to such remuneration as the Directors determine:
- (a) for their services to the Company as Directors, and
 - (b) for any other service which they undertake for the Company.
- 17.3 Subject to the other provisions of the Articles and any Relevant Agreement, a Director's remuneration may:
- (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 17.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 17.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

18 Directors' and secretary's expenses

18.1 Subject to any Relevant Agreement, the Company may pay any reasonable expenses which the Directors and the secretary properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

19 Secretary

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

PART 3

SHARES AND DISTRIBUTIONS

20 Return of capital

On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be distributed amongst the holders of the Shares pro-rata to the number of Shares held, regardless of share class.

21 Exit provisions

21.1 On an Exit, the provisions of this Article 21 shall apply to determine the allocation of the proceeds of such Exit.

21.2 On a Disposal, the proceeds from the Disposal shall be distributed to the Shareholders pro rata according to the number of Shares held by each of them respectively, as if the same constituted one class of share.

21.3 On a Share Sale, the proceeds from the Share Sale shall be paid by all the Shareholders into a joint account at a UK clearing bank (to be agreed by the Shareholders immediately prior to the completion of the Share Sale) and the proceeds from the Share Sale shall be applied between the Shareholders pro rata according to the number of Shares held by each of them respectively, as if the same constituted one class of Share.

21.4 In the event of a Share Sale occurring where the whole or any part of the proceeds are to be received by the Shareholders in a form other than cash, the Shareholders shall enter into such arrangements in relation to such proceeds as they may agree to ensure that such non-cash consideration is applied by the Company and allocated amongst the Shareholders so as to achieve the same commercial effect as would be the case pursuant to Article 21.3 if such consideration had actually been received in cash.

21.5 On a Listing, the proceeds from the Listing shall be applied between the Shareholders pro rata according to the number of Shares held by each of them respectively, as if the same constituted one class of Share.

21.6 In the event that the application of any provision of this Article 21 cannot be agreed between the Shareholders, any such matters in dispute shall be referred by the Board to an Independent Expert whose costs shall be borne by the Shareholders in such proportions as the Independent Expert may determine having regard to the conduct of the Shareholders and the merits of their arguments in relation to the matter(s) in dispute and whose decision shall be final and binding on all Shareholders (save in the case of manifest error).

22 All Shares to be fully paid up

22.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

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

23 Directors' authority to allot shares

23.1 Save to the extent authorised by these Articles or any Relevant Agreement, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

23.2 Subject to the remaining provisions of this Article 23, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

- (a) offer or allot;
- (b) grant rights to subscribe for or to convert any security into; and
- (c) otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

23.3 The authority referred to in Article 23.2:

- (a) shall be limited to a maximum nominal amount of £1 of Shares;
- (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of five years from the Adoption Date save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any 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).

23.4 The Company shall not allot or issue any Shares or other equity securities to any person, unless that person has executed and delivered a deed of adherence in respect of any Relevant Agreement.

24 Pre-emption rights on the issue of further Shares

- 24.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 24.2 If the Company proposes to allot any New Securities, then subject to Article 24.8, those New Securities shall not be allotted to any person unless the Company has first offered them subject to Article 24.7 to the existing holders (on the date of the offer) of Shares (each an **Offeree**) (as if they constituted Shares of the same class) and in the respective proportions that the number of Shares held by each such holder bears to the total number of Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those New Securities are being, or are to be, offered to any other person.
- 24.3 An offer made under Article 24.2 shall:
- (a) be in writing and give details of the number, class and subscription price (including any share premium) of the New Securities being offered;
 - (b) remain open for a period of at least 15 Business Days from the date of service of the offer; and
 - (c) stipulate that any Offeree who wishes to subscribe for a number of New Securities in excess of the number to which he is entitled under Article 24.2 shall, in his acceptance, state the number of excess New Securities (**Excess Securities**) for which he wishes to subscribe.
- 24.4 If, on the expiry of an offer made in accordance with Article 24.2, the total number of New Securities applied for is anything less than the total number of New Securities so offered, the Directors shall allot the New Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.
- 24.5 Any New Securities not accepted by Offerees pursuant to an offer made in accordance with Article 24.2 shall be used to satisfy any requests for Excess Securities made pursuant to Article 24.3(c). If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Shares held by each such applicant bears to the total number of such Shares held by all applicants (as if they constituted Shares of the same class and as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any remaining excess securities shall be offered to any other person(s) as the Directors determine (subject to any Relevant Agreement), at the same price and on the same terms as the offer to the Shareholders.
- 24.6 Any Shares (regardless of class) allotted and issued pursuant to this Article 24:
- (a) to a holder of Ordinary Shares shall be designated as Ordinary Shares prior to registration;
 - (b) if to a non-Shareholder shall remain of the same class as at the time of the allotment;
 - (c) if to Shareholder that holds two or more classes of Shares shall remain of the same class as at the time of the allotment,
- save with Specified Consent to the contrary.
- 24.7 New Securities shall not be offered to any Shareholder that is excluded (either temporarily or permanently) from participating in the allotment and issue of New

Securities under the terms of any Relevant Agreement or these Articles, whether pursuant to Article 27.4(a)(iii) or Article 31.4(a) or otherwise.

24.8 The provisions of Article 24.2 shall not apply to Shares issued as a result of or in connection with:

- (a) a Share Option Scheme; or
- (b) the acquisition of the shares, business or undertaking of any other person by the Company (as approved with Specified Consent).

25 Powers to issue different classes of Share

25.1 Subject to the other provisions of the Articles and any Relevant Agreement, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

25.2 Subject to any Relevant Agreement, the Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

26 Transfers of Shares: general

26.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.

26.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

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

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

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

26.6 Any transfer of a Share by way of sale which is required to be made under Article 31 (Compulsory transfers) or Article 32 (Drag along) shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.

26.7 Subject to Article 26.8 and Article 27.1, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.

26.8 The Directors shall, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company and the Shareholders, agreeing to be bound by the terms of any Relevant Agreement in force between the Shareholders and the Company, in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). No transfer may be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.

26.9 Any Transfer Notice but not a Drag Along Notice served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice

shall (save with Specified Consent to the contrary) automatically be revoked by the service of a Deemed Transfer Notice.

26.10 Any Shares (regardless of class) transferred pursuant to these Articles shall:

- (a) if to a holder of Ordinary Shares, be automatically re-designated as Ordinary Shares prior to registration;
- (b) if to a non-Shareholder shall remain of the same class as at the time of the transfer; and
- (c) if to Shareholder that holds two or more classes of Shares shall remain of the same class as at the time of the transfer;

save with Specified Consent to the contrary.

27 Transfers of Shares: roadmap of share transfer provisions

27.1 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with the provisions of this Article 27 and pursuant to:

- (a) Article 28 (Transfer of shares: permitted transfers);
- (b) Article 29 (Transfer of shares: Pre-emption rights on the transfer of shares);
- (c) Article 31 (Transfer of shares: Compulsory transfers); or
- (d) Article 32 (Transfer of shares: Drag along).

27.2 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall, save with consent of all of the other Shareholders to the contrary, be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.

27.3 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may require:

- (a) any holder (or the legal representatives of a deceased holder); or
- (b) any person named as a transferee in a transfer lodged for registration; or
- (c) such other person as the Directors may reasonably believe to have information relevant to that purpose,

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

27.4 If any such information or evidence referred to in Article 27.3 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach of these Articles or any Relevant Agreement has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that such breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Directors within 10 Business Days of receipt of such written notice, then, unless otherwise directed in writing by all of the other Shareholders:

- (a) any Shares held by the holder shall cease to confer on the holder any rights:

- (i) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares; or
 - (iii) to participate in any future allotment and issue of New Securities; and
- (b) the Directors may, by notice in writing to the relevant holder, determine that a material breach of these Articles has occurred with effect from the date of service of the notice (or such later date as may be specified in such notice).

The Directors may (with consent of all of the Shareholders other than the holder of such Shares as referred to in any notice served under Article 27.3) reinstate the rights referred to in Article 27.4(a) at any time.

28 Transfers of Shares: Permitted transfers

28.1 Notwithstanding any other provision of these Articles, a transfer of any Shares:

- (a) approved by the Directors (acting with Specified Consent) may be made without any price or other restriction and any such transfer shall be registered by the Directors; or
- (b) made in accordance with the provisions of any Relevant Agreement shall be registered by the Directors; or
- (c) made in accordance with the provisions of the Cross Option Agreement may be made without any price or other restriction and any such transfer shall be registered by the Directors.

29 Transfers of Shares: Pre-emption rights on the transfer of shares

29.1 Except where the provisions of Article 28 (Permitted transfers of shares) apply, any transfer of Shares by a Shareholder shall require Specified Consent and be subject to the pre-emption rights in this Article 29.

29.2 A Shareholder who wishes to transfer Shares (a **Seller**) shall, before transferring or agreeing to transfer any Shares, give notice in writing (a **Transfer Notice**) to the Company specifying:

- (a) the number of Shares he wishes to transfer (**Sale Shares**);
- (b) the name of the proposed transferee, if any; and
- (c) the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the **Proposed Sale Price**).

29.3 Except in the case of a Deemed Transfer Notice (which may not be withdrawn by a Seller), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is referred to an Independent Expert to determine the Fair Value in accordance with Article 30.1 and such Fair Value is less than the Proposed Sale Price the Seller may, within 5 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. Otherwise, a Transfer Notice may only be withdrawn with Specified Consent.

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

29.5 As soon as practicable following the later of:

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

the Directors shall (unless the Transfer Notice is withdrawn in accordance with Article 29.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 29 at the Transfer Price. Each offer shall be in writing and shall give details of the number and Transfer Price of the Sale Shares offered.

29.6 Unless otherwise directed in writing by all of the Shareholders, the Company shall offer the Sale Shares in the following order of priority:

- (a) first, subject to the Act, to the Company;
- (b) second, to the holders of Shares (as if they constituted one class) other than the Seller (and subject to Articles 31.4); and
- (c) third, to any third party on the same terms,

in each case on the basis set out in Article 29.7 to Article 29.13 (inclusive).

29.7 An offer of Sale Shares made in accordance with Article 29.6(a) shall remain open for acceptance for a period from the date of the offer to the date falling 10 Business Days after the offer (both dates inclusive). Any Sale Shares not allocated within that period shall be dealt with in accordance with Article 29.8 and Article 29.9.

29.8 Subject to Article 29.7, the Directors (other than the Seller) shall offer any remaining Sale Shares to the holders of Shares (other than the Seller and anyone excluded from such offer and/or these Articles), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (the **First Offer Period**) for the maximum number of Sale Shares they wish to buy.

29.9 If:

- (a) at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors (other than the Seller) shall allocate the Sale Shares to each qualifying Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares held by all Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors (other than the Seller)). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;
- (b) not all Sale Shares are allocated following allocations in accordance with Article 29.9(a), but there are applications for Sale Shares that have not been satisfied, the Directors (other than the Seller) shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in Article 29.9(a). The procedure set out in this Article 29.9(b) shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied. The balance (if any) shall be dealt with in accordance with Article 29.13; and
- (c) at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors (other than the Seller)

shall allocate the Sale Shares to the Shareholders in accordance with their applications. The balance (together with any balancing shares pursuant to the last sentence of Article 29.9(b) being (the **Surplus Shares**) shall be dealt with in accordance with Article 29.13.

- 29.10 Where allocations have been made in respect of all the Sale Shares, the Directors shall, when no further offers or allocations are required to be made under Article 29.7 to Article 29.9 (inclusive), give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).
- 29.11 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.
- 29.12 If the Seller fails to comply with Article 29.11:
- (a) any Director (or some other person nominated by a resolution of the Directors) (other than the Seller) may, as agent and attorney on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (ii) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
 - (iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.
- 29.13 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller acting with Specified Consent may, at any time during the 20 Business Days following the date of service of the Allocation Notice, transfer the Surplus Shares (as the case may be) to any person at a price at least equal to the Transfer Price.

30 Transfers of shares: Valuation

- 30.1 The **Transfer Price** for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be:
- (a) the Proposed Sale Price (if any); or
 - (b) if there is no Proposed Sale Price or the Proposed Sale Price is not agreed between the Seller and the Directors, an amount per Sale Share (in cash) agreed between the Seller and the Directors (any Director with whom the Seller is Connected not voting),

provided that in default of agreement between the Seller and the Directors within 10 Business Days of the date of service of the Transfer Notice (or, in the

case of a Deemed Transfer Notice, the date of service of a Default Notice), the Directors shall immediately instruct the Independent Expert to determine and certify the Fair Value of each Sale Share in accordance with the remaining provisions of this Article 30.

- 30.2 The **Fair Value** shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) that the Sale Shares are capable of being transferred without restriction;
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent;
 - (e) in the event of a transfer made pursuant to Article 31 (Transfer of shares: Compulsory transfer), reflecting the impact that any actions or omissions that caused the Event of Default might have on the value of the Company and/or the Defaulting Shares; and
 - (f) reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 30.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 30.4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of any Group Company, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 30.5 The parties are entitled to make submissions to the Independent Expert in writing and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.
- 30.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 30.7 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 30.8 The cost of obtaining the Independent Expert's certificate shall be borne by the Seller and the Company equally or in such other proportions as the Independent Expert directs unless:
- (a) the Seller withdraws the relevant Transfer Notice in accordance with Article 29.3; or
 - (b) in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Independent Expert,

in which case the Seller shall bear the cost.

31 Transfers of Shares: Compulsory transfers

- 31.1 If an Event of Default occurs in relation to a Shareholder then any of the Shareholders other than the Defaulting Shareholder may, without prejudice to any other rights or remedies which they may have, at any time within 12 months of becoming aware of the relevant Event of Default serve written notice (**Default Notice**) on the Defaulting Shareholder and any other Shareholder holding Defaulting Shares (together the **Relevant Shareholders**), and on the Company, notifying them that the relevant event is an Event of Default in relation to the Relevant Shareholders.
- 31.2 If no Default Notice is served within the period of 12 months referred to in Article 31.1, the relevant Event of Default is deemed to have lapsed.
- 31.3 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, that Shareholder shall forthwith give notice thereof to the Directors and the other Shareholders.
- 31.4 Notwithstanding any other provisions of these Articles, upon service of a Default Notice:
- (a) no New Securities shall be issued or required to be offered under any provision of these Articles to the Relevant Shareholders;
 - (b) no Sale Shares shall be required to be offered under any provision of these Articles to the Relevant Shareholders;
 - (c) the Relevant Shareholders 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;
 - (d) the Defaulting Shares shall cease to be entitled to receive dividends or other distributions otherwise attaching to those Shares;
 - (e) any Director appointed by a Relevant Shareholder 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
 - (f) save as set out in this Article 31, a Relevant Shareholder may not sell or dispose of its Shares or any interest in them.
- 31.5 Upon service of a Default Notice each Relevant Shareholder shall be deemed to have served a Transfer Notice in respect of all the Defaulting Shares then held by each of them respectively. Such Deemed Transfer Notice shall be deemed to have been served on the same date that the relevant Default Notice is served and shall supersede any current Transfer Notice in respect of any Defaulting Shares. Following deemed service of a Transfer Notice pursuant to this Article 31.5, the Defaulting Shares shall be offered for sale in accordance with the provisions of Articles 29 and 30 as if all of the Defaulting Shares were Sale Shares.

32 Transfers of Shares: Drag along

- 32.1 If the holders of not less than 80% of all Shares that carry votes from time to time (the **Selling Shareholders**) wish to transfer all of their interest in Shares (**Sellers' Shares**) to a bona fide Third Party Purchaser on arm's-length terms (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, (**Called Shareholders**) to sell and transfer all their interest in such Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 32.

- 32.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), at any time before the completion of the transfer of the Sellers' Shares, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this Article 32;
 - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
 - (c) the consideration payable for the Called Shares calculated in accordance with Article 32.4; and
 - (d) the proposed date of completion of transfer of the Called Shares.
- 32.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the Directors, acting with Specified Consent. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 32.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Buyer were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 21.
- 32.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 32 and Article 26.6.
- 32.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:
- (a) all of the Called Shareholders and the Selling Shareholders otherwise agree; or
 - (b) that date is less than 10 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 10 Business Days after the date of service of the Drag Along Notice.
- 32.7 Within 10 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company.
- 32.8 Following receipt by the Company of the consideration payable for the Called Shares, the Company shall:
- (a) pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to Article 32.4; and
 - (b) subject to the payment of any stamp duty, cause the Proposed Buyer to be registered as the holder of the Called Shares.
- 32.9 The Company's receipt for the amounts due pursuant to Article 32.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the

Called Shareholders pursuant to Article 32.4 in trust for the Called Shareholders without any obligation to pay interest.

- 32.10 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)), the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers and take any necessary steps on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 32.
- 32.11 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing Shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to a Share Option Scheme (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 32 shall apply mutatis mutandis to all Shares held by the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.
- 32.12 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of Article 29.
- 32.13 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

33 Transfers of Shares: Transmission of Shares

- 33.1 If title to a Share passes to a Transmtee, the Company may only recognise the Transmtee as having any title to that Share.
- 33.2 A Transmtee who produces such evidence of entitlement to Shares as the Directors may properly require:
- (a) may, subject to the other provisions of the Articles, choose either to become the holder of those Shares or to have them transferred to another person, and
 - (b) subject to the other provisions of the Articles (including Article 33.3), and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 33.3 Transmtees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.
- 33.4 The provisions of this Article shall be subject to the provisions of Articles 26 to 33 (inclusive).

34 Transfers of Shares: Exercise of Transmittees' rights

- 34.1 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 34.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- 34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 34.4 The provisions of this Article shall be subject to the provisions of Articles 26 to 33 (inclusive).

35 Transfers of Shares: Transmitttees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name, or the name of any person nominated under Article 34.2 has been entered in the register of members.

36 Company not bound by less than absolute interests

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

37 Share certificates

- 37.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 37.2 Every certificate must specify:
- (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares;
 - (c) that the Shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- 37.3 No certificate may be issued in respect of Shares of more than one class.
- 37.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 37.5 Certificates must be executed in accordance with the Act.

38 Replacement share certificates

- 38.1 If a certificate issued in respect of a Shareholder's Shares is:
- (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

38.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, and indemnity and the payment of a reasonable fee as the Directors decide.

DIVIDENDS AND OTHER DISTRIBUTIONS

39 Dividend policy

The parties will procure that interim dividends or other distributions (by way of capitalisation, repayment or in any other manner) are paid to Shareholders of all the Available Profits generated by the Company in accordance with the provisions of any Relevant Agreement.

40 Payment of dividends and other distributions

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

- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

40.2 In these Articles, "the **distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:

- (a) the holder of the Share; or
- (b) if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittor.

41 No interest on distributions

41.1 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or

- (b) the provisions of another agreement between the holder of that Share and the Company.

42 Unclaimed distributions

42.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

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

42.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

43 Non-cash distributions

43.1 Subject to the terms of issue of the Share in question, the Company may on the recommendation of the Directors (but subject always to Article 0), decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

43.2 For the purposes of paying a non-cash distribution, the Directors (subject to Article 0) may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

44 Waiver of distributions

44.1 Subject to Article 44.2, distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one holder, or
- (b) more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

The general rule in Article 47.2 shall not apply in the circumstances described in the final sentence of Article 47.4.

(b) Events of Default

Upon service of a Default Notice, any Relevant Shareholder shall forthwith cease to be required in order to form a quorum at any meeting of the Shareholders of the Company or to be entitled to exercise any vote at any such meeting.

47.6 Any requirements for quorum at general meetings shall be subject to Article 31.4(c).

48 Chairing general meetings

The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.

49 Attendance and speaking by Directors and non-Shareholders

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

49.2 The chairman of the meeting may permit other persons who are not:

- (a) Shareholders; or
- (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

50 Adjournment

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

50.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

50.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

50.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

50.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 5 clear Business Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

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

51 Voting

51.1 Subject to any other provisions in these Articles concerning voting rights (including Articles 27.4(a)(i) and 31.4(c)), each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

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

52 Errors and disputes

52.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

52.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

53 Poll votes

53.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

53.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

53.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

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

54 Content of proxy notices

54.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid.

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

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

54.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

55 Delivery of proxy notices

55.1 Any notice of a general meeting must specify the address or addresses at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it.

55.2 A proxy notice (and any evidence of the authority of the person executing it on the appointors behalf) may:

- (a) in the case of a proxy notice (and any evidence) in hard copy form, be deposited at the registered office or the address specified in the notice of meeting or in any instrument of proxy relating to the meeting sent out by the Company, at any time before the holding of the general meeting (or general adjourned meeting); or
- (b) in the case of a proxy notice (and any evidence) sent by electronic means, be received at any address provided for the purpose of receiving communications sent by electronic means and specified in the notice of meeting, in any instrument of proxy relating to the general meeting sent out by the Company or in any communication by electronic means sent out by the Company inviting the appointor to appoint a proxy relating to the general meeting, at any time before the holding of the meeting (or adjourned meeting).

55.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 55.4 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 55.5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 55.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

PART 5

ADMINISTRATIVE ARRANGEMENTS

56 Notices

- 56.1 Subject to the other provisions in the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 56.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) 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);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) 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 56.2, no account shall be taken of any part of a day that is not a working day.

- 56.3 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.
- 56.4 Subject to the other provisions of the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 56.5 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

57 Indemnity and insurance

- 57.1 Subject to Article 57.3, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled, each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs.
- 57.2 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 57.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.
- 57.3 This Article 57 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.
- 57.4 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.
- 57.5 In this Article 57:
- (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 other Group Company); and
 - (b) **Relevant Officer** means any director or other officer or former director or other officer of any Group Company, but excluding in each case any person engaged by a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

58 Purchase of Shares

- 58.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of:
- (a) £15,000; and
 - (b) the value of 5% of the Company's share capital.