

Company No. 09476244

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
FIFTY TECHNOLOGY LIMITED

**(Adopted on 2ND November 2022 by a special resolution passed on
2ND NOVEMBER 2022)**

ARTICLES OF ASSOCIATION

INDEX

Clause		Page
1	Introduction.....	1
2	Definitions.....	2
3	Share capital	11
4	Dividends.....	12
5	distribution on Liquidation.....	14
6	Exit provisions	16
7	Votes in general meeting and written resolutions.....	17
8	Consolidation of Shares	18
9	Variation of rights	18
10	Allotment of new shares or other securities: pre-emption	19
11	Transfers of Shares – general.....	21
12	Permitted Transfers.....	26
13	Transfers of Shares subject to pre-emption rights	29
14	Valuation of Shares	33
15	Departing Employees	35
16	Compulsory transfers – general	37
17	Mandatory Offer on a Change of Control	38
18	Co-Sale right	40
19	Drag-along.....	41
20	General meetings	45
21	Proxies	46
22	Directors' Borrowing powers	47
23	Alternate Directors.....	47
24	Number of Directors	49
25	Appointment of Directors.....	49
26	Disqualification of Directors.....	50
27	Proceedings of Directors	50
28	Directors Interests	52
29	Notices	58
30	Indemnities and insurance	61
31	Data Protection.....	62
32	Secretary	63
33	Lien.....	63
34	Call Notices	65
35	Forfeiture of Shares.....	67
36	Surrender of Shares	70
37	Authority to capitalise and appropriation of capitalised sums.....	70
38	Guinness new securities due	72

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
FIFTY TECHNOLOGY LIMITED

(Adopted on **2022** by a special resolution passed on **2022**)

1 INTRODUCTION

1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles. A copy of the Model Articles is attached as an Appendix to these Articles.

1.2 In these Articles and the Model 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.

1.3 In these Articles:

1.3.1 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;

1.3.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;

1.3.3 Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;

1.3.4 reference to "**issued Shares**" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and

1.3.5 reference to the **"holders"** of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.

1.4 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of a Guinness Director under these Articles, if at any time a Guinness Director has not been appointed or a Guinness Director declares in writing to the Company and the Guinness Manager that the Guinness Director considers that providing such consent gives rise or may give rise to a conflict of interest to the Guinness Director's duties as a Director, such action or matter shall require Guinness Consent.

2 DEFINITIONS

2.1 In these Articles the following words and expressions shall have the following meanings:

"A Ordinary Shares" means the A Ordinary shares of £0.0001 each in the capital of the Company from time to time having the rights as set out in these Articles;

"A Ordinary Shareholders" means the holders of the A Ordinary Shares (but excludes the Company holding Treasury Shares);

"Act" means the Companies Act 2006 (as amended from time to time);

"Acting in Concert" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"Actions" shall have the meaning given in Article 6.4;

"Arrears" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by

the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

"Associate" in relation to any person means:

- a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with Section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);
- b) any Member of the same Group;
- c) any Member of the same Asset Management Group;

"Auditors" means the auditors of the Company from time to time or, if none are appointed, such external chartered accountants as the Company may engage from time to time;

"Available Profits" means profits available for distribution within the meaning of part 23 of the Act;

"B Ordinary Shares" means the B Ordinary shares of £0.0001 each in the capital of the Company from time to time having the rights as set out in these Articles;

"B Ordinary Shareholders" means the holders of the B Ordinary Shares (but excludes the Company holding Treasury Shares);

"Bad Leaver" means a person who ceases to be an Employee, where that cessation occurs in circumstances of:

- a) such person's resignation as an Employee;
- b) the Employee having caused, or substantially contributed through such Employee's own acts or omissions any fraud, embezzlement, theft, dishonesty, intentional unauthorised disclosure of material trade secrets or confidential information (as determined by the Board), intentional violation of any law or gross negligence;
- c) the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice;

- d) that person's fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996; and/or
- e) where there has been or is a material breach by that person of the Subscription and Shareholders' Agreement;

"Board" means the board of Directors and any committee of the Board constituted for the purpose of taking any action or decision contemplated by these Articles;

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"Company" means Fifty Technology Limited;

"Company's Lien" has the meaning given in Article 33.1;

"Controlling Interest" means an interest in shares giving to the holder or holders control of the Company within the meaning of Section 1124 of the CTA 2010;

"CTA 2010" means the Corporation Tax Act 2010;

"Date of Adoption" means the date on which these Articles were adopted;

"Director(s)" means a director or directors of the Company from time to time;

"Effective Termination Date" means in relation to any Employee the date on which such Employee's employment or consultancy terminates;

"electronic address" has the same meaning as in Section 333 of the Act;

"electronic form" and **"electronic means"** have the same meanings as in Section 1168 of the Act;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Employee" means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group;

"Employee Shares" in relation to an Employee means all Shares issued to such Employee after 24 July 2019 held by:

- a) the Employee in question; and
- b) any Permitted Transferee of that Employee other than those Shares held by those persons that the Board with Guinness Director Consent declares itself satisfied were not acquired directly or indirectly from the Employee or by reason of that person's relationship with the Employee;

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Equity Securities" has the meaning given in Sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

"Exit" means a Share Sale, an Asset Sale or an IPO;

"Expert Valuer" is as determined in accordance with Article 14.2;

"Fair Value" is as determined in accordance with Article 14;

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

"Financial Year" has the meaning set out in Section 390 of the Act;

"Founders" means Simon Shaw, Jamie Scott and Ian Taylor, and **"Founder"** means any one of them;

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities (including, without limitation, the Guinness Manager);

"Good Leaver" means a person who ceases to be an Employee and who is not a Bad Leaver;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly;

"Growth Shares" means the non-voting growth shares of £0.0001 each in the capital of the Company from time to time having the rights as set out in these Articles;

"Guinness" means the Guinness Manager, Guinness Investor(s), Guinness Participants and/or the Guinness Director as appropriate, and **"Guinness Entity"** shall mean any such person;

"Guinness Consent" means the prior written consent of the Guinness Manager provided that if at 6 April 2020 Guinness holds Shares representing less than 10 per cent of the issued Shares by reason of Guinness having not subscribed for further Shares solely because Guinness has exercised its right not to do so because Guinness EIS Funds have raised less than £25 million in the period from (and including) 6 April 2019 to (and including) 5 April 2020, the Guinness Consent shall, with effect from 6 April 2020, mean "the prior written consent of the Guinness Manager (such consent not to be unreasonably withheld or delayed)";

"Guinness Director" means the director appointed in accordance with Article 25.1.1;

"Guinness Director Consent" means the prior written consent of the Guinness Director provided that if at 6 April 2020 Guinness holds Shares representing less than 10 per cent of the issued Shares by reason of Guinness having not subscribed for further Shares solely because Guinness has exercised its right not to do so because Guinness EIS Funds have raised less than £25 million in the period from (and including) 6 April 2019 to (and including) 5 April 2020, the Guinness Director

Consent shall, with effect from 6 April 2020, mean “the prior written consent of the Guinness Director (such consent not to be unreasonably withheld or delayed)”;

“**Guinness EIS Funds**” means a discretionary managed service set up by Guinness to enable investors to invest in EIS qualifying companies;

“**Guinness Investors**” means GAM MNL Nominees Limited, and/or their Permitted Transferees, and any other party who signs up to the Subscription and Shareholders’ Agreement as a Guinness Investor;

“**Guinness Manager**” means Guinness Asset Management Limited with company number 04647882 incorporated under the laws of England) whose registered office is at 14 Queen Anne’s Gate, London, SW1H 9AA;

“**Guinness Participants**” means the beneficial owners of such Shares as Guinness Investors shall from time to time hold legal title to, being as at the Completion Date participants in the Guinness EIS Funds;

“**hard copy form**” has the same meaning as in Section 1168 of the Act;

“**Holding Company**” means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company match that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

“**Hurdle Amount**” means an amount equal to £50,000,000;

“**IPO**” means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to the Official List of the United Kingdom Listing Authority or the AIM Market operated by London Stock Exchange Plc or any other recognised investment exchange (as defined in Section 285 of the Financial Services and Markets Act 2000);

“**ITEPA**” means Income Tax (Earnings and Pensions) Act 2003;

“**Issue Price**” means in relation to any Share the price at which such Share was issued, including any premium;

“**Lien Enforcement Notice**” has the meaning given in Article 33.3;

"a Member of the same Asset Management Group" means if the Shareholder is a fund, partnership, company, syndicate, financial investor, beneficiary, investment group, or other entity whose investments or business are managed by a Fund Manager or who share a provider of asset management services or is a trustee, nominee or custodian of that Asset Management Group (in each case being an **"Asset Management Group"** and including for the avoidance of doubt any Guinness Investors and/or Guinness Participants):

- a) any participant or partner in or member of or beneficiary to any such Asset Management Group or the holders of any unit trust which is a participant or partner in or member of any Asset Management Group;
- b) any Asset Management Group managed or advised by that Fund Manager;
- c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; and/or
- d) any trustee, nominee or custodian of such Asset Management Group and vice versa;

"a Member of the same Group" means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 10.7) excluding any Treasury Shares transferred by the Company after the Date of Adoption;

"Offer" has the meaning set out in Article 17.2;

"Offer Period" has the meaning set out in Article 17.3;

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);

"Ordinary Shares" means the ordinary shares of £0.0001 each in the capital of the Company from time to time;

"Original Shareholder" has the meaning set out in Article 12.1;

"Permitted Transfer" means a transfer of Shares in accordance with Article 12;

"Permitted Transferee" means:

- a) in relation to a Shareholder who is an individual, any of such Shareholder's Privileged Relations, Trustees or Qualifying Companies;
- b) in relation to a Shareholder which is an undertaking (as defined in Section 1161(1) of the Act) means any Member of the same Group; and
- c) in relation to a Shareholder which is an Asset Management Group means any Member of the same Asset Management Group; and
- d) in relation to a Guinness Entity, to any other Guinness Entity or to any nominee of any Guinness Participant appointed by the Guinness Manager in connection with the management of Guinness EIS Funds;

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 13.7;

"Privileged Relation" in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue) provided such person is not a minor and is a person of sound mind;

"Proceeds of Sale" means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;

"Proposed Exit" has the meaning given in Article 6.4;

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an Offer on arm's length terms;

"Proposed Sale Date" has the meaning given in Article 17.3;

"Proposed Sale Notice" has the meaning given in Article 17.3;

"Proposed Sale Shares" has the meaning given in Article 17.3;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company;

"Proposed Transfer" has the meaning given in Article 17.1;

"Qualifying Company" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of Section 1124 of the CTA 2010);

"Qualifying Person" has the meaning given in Section 318(3) of the Act;

"Realisation Price" means the value of each Ordinary Share (excluding Treasury Shares) in issue immediately prior to an IPO, determined by reference to the price per share at which Ordinary Shares are to be offered for sale, placed or otherwise marketed pursuant to such IPO;

"Relevant Interest" has the meaning set out in Article 28.5;

"Sale Shares" has the meaning set out in Article 13.2.1;

"Seller" has the meaning set out in Article 13.2;

"Shareholder" means any holder of any Shares (but excludes the Company holding Treasury Shares);

"Share Option Plan(s)" means any share option plan(s) of the Company from time to time, the terms of which have been approved by Guinness Consent;

"Shares" means the Ordinary Shares, the A Ordinary Shares , the B Ordinary Shares and the Growth Shares from time to time;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the Shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those Shares (or grantee of that right) and persons Acting in Concert with the purchaser together acquiring a Controlling Interest in the Company, except where following completion of the sale the Shareholders and the proportion of Shares held by each of them are the same as the Shareholders and their shareholdings in the Company immediately prior to the sale;

"Shaw Director" means the director appointed in accordance with Article 25.1.2;

"Subscription and Shareholders' Agreement" means the subscription and shareholders' agreement relating to the Company dated 23 July 2019 as amended by supplemental agreements dated 21 January 2020 and 31 March 2020;

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the respective meanings set out in Sections 1159 and 1162 of the Act;

"Transfer Notice" shall have the meaning given in Article 13.2;

"Transfer Price" shall have the meaning given in Article 13.2.3;

"Treasury Shares" means Shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in Section 724(5) of the Act; and

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust.

3 SHARE CAPITAL

3.1 In these Articles, unless the context requires otherwise and regardless of their nominal value, references to Shares of a particular class shall include Shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue.

3.2 Except as otherwise provided in these Articles, the A Ordinary Shares, the B Ordinary Shares, the Ordinary Shares and the Growth Shares shall rank pari passu in all respects but shall constitute separate classes of Shares.

3.3 The words "and the Directors may determine the terms, conditions and manner of redemption of any such Shares" shall be deleted from Article 22(2) of the Model Articles.

3.4 Subject to Guinness Director Consent and the Act, the Company may purchase its own Shares with cash to the extent permitted by Section 692(1ZA) of the Act.

3.5 Paragraph (c) of Article 24(2) of the Model Articles shall be amended

by the replacement of the words "that the Shares are fully paid; and" with the words "the amount paid up on them; and".

3.6 In Article 25(2) of the Model Articles, the words "payment of a reasonable fee as the Directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine".

3.7 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:

3.7.1 receive notice of or to attend or vote at any general meeting of the Company;

3.7.2 receive or vote on any proposed written resolution; and

3.7.3 receive a dividend or other distribution,

save as otherwise permitted by Section 726(4) of the Act.

4 DIVIDENDS

4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.

4.2 Any Available Profits which the Company may determine, with Guinness Consent, to distribute in respect of any Financial Year, will be distributed among the holders of the Shares other than the holders of Growth Shares (pari passu as if the Shares (other than the Growth Shares) constituted one class of share) in the manner set out in Article 5.

4.3 Subject to the Act and these Articles, the Board may, provided Guinness Director Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period in such allocations by reference to class or classes of Share (other than Growth Shares) as the Board may, with Guinness Director Consent, see fit.

- 4.4 On an IPO, if the Company has insufficient Available Profits for distribution to pay any Arrears, the Company shall, by way of special dividend and in lieu of the accrued dividends the Company is prohibited from paying, allot to each holder of Shares (other than Growth Shares) by way of capitalisation of reserves such number of Ordinary Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the unpaid dividend.
- 4.5 If there are nil paid or partly paid Share(s) which confer the right to a dividend, any holder of such Share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such Share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares (other than Growth Shares) held by the persons entitled to such capitalised sum.
- 4.7 If:
- 4.7.1 a Share is subject to the Company's Lien; and
 - 4.7.2 the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share. The Company shall notify the distribution recipient in writing of:
- 4.7.2.1 the fact and sum of any such deduction;
 - 4.7.2.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - 4.7.2.3 how the money deducted has been applied.

4.8 Article 31(1) of the Model Articles shall be amended by:

4.8.1 the replacement of the words "either in writing or as the Directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that Article 31(1) with the words "in writing"; and

4.8.2 the replacement of the words "either in writing or by such other means as the Directors decide" from the end of paragraph (d) of that Article 31(1) with the words "in writing".

5 DISTRIBUTION ON LIQUIDATION

On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (the **"Surplus"**) shall be apportioned (to the extent that the Company is lawfully permitted to do so) as follows:

5.1 Where the Surplus is less than the Hurdle Amount:

5.1.1 first, in paying £1.00, to the holders of the Growth Shares, for the entire class of Growth Shares (which payment shall be deemed satisfied by payment to any one holder of Growth Shares);

5.1.2 second the balance (if any) of the Surplus as to 90% of such balance to the A Ordinary Shareholders pro rata to the aggregate amount of the Issue Prices of all the A Ordinary Shares (other than Treasury Shares) held by each of them respectively and 10% of the balance of the Surplus to the Ordinary Shareholders and the B Ordinary Shareholders pro rata to the number of such Shares (other than Treasury Shares) (as if such Shares constituted one and the same class of Share) (held by each of them respectively, until such time as the aggregate amount returned to the A Ordinary Shareholders under this Article 5.1.1 is equal to the aggregate amount of the Issue Prices of all the A Ordinary Shares (other than Treasury Shares); and

5.1.3 third the remaining balance (if any) of the Surplus shall be distributed among the holders of the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares pro rata to the number of such Shares held (as if such Shares constituted one and the

same class of Share); or

5.2 Where the Surplus is equal to or greater than the Hurdle Amount:

5.2.1 that part of the Surplus which is less than the Hurdle Amount (the “**Sub Hurdle Surplus**”) shall be applied as follows:

5.2.1.1 first, in paying £1.00 to the holders of the Growth Shares (which payment shall be deemed satisfied by payment to any one holder of Growth Shares);

5.2.1.2 second as to 90% of the balance of the Sub-Hurdle Surplus to the A Ordinary Shareholders pro rata to the aggregate amount of the Issue Prices of all the A Ordinary Shares (other than Treasury Shares) held by each of them respectively, and 10% of the balance of the Sub-Hurdle Surplus to the Ordinary Shareholders and the B Ordinary Shareholders pro rata to the number of such Shares (other than Treasury Shares) (as if such Shares constituted one and the same class of Share) held by each of them respectively, until such time as the aggregate amount returned to the A Ordinary Shareholders under this Article 5.2.1 is equal to the aggregate amount of the Issue Prices of all the A Ordinary Shares (other than the Treasury Shares); and

5.2.1.3 Third the remaining balance of the Sub Hurdle Surplus shall be distributed among the holders of the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares pro rata to the number of such Shares held (as if such Shares constituted one and the same class of Share); and

5.2.2 that part of the Surplus which is equal to or greater than the Hurdle Amount (the “**Hurdle Surplus**”) shall be applied as to 95% to the A Ordinary Shareholders, the B Ordinary Shareholders and the Ordinary Shareholders pro rata to the number of such Shares held (as if such Shares constituted one and the same class of Share) and 5% to the holders of the Growth Shares (as a class) pro rata to the number of Growth Shares held by each of them respectively.

6 EXIT PROVISIONS

- 6.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:
- 6.1.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the manner set out in Article 5; and
 - 6.1.2 the Shareholders shall take any action reasonably required to ensure that the Proceeds of Sale in their entirety are distributed in the manner set out in Article 5.
- 6.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the manner set out in Article 5.
- 6.3 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the manner set out in Article 5 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action reasonably required (including, but without prejudice to the generality of this Article 6.3, Actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies.
- 6.4 In the event of an Exit pursuant to Article 19 (Drag-Along) approved by the Board, by the holders of 70% or more of the Shares and by Guinness Consent and in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection

with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of such defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to defaulting Shareholders in trust for the defaulting Shareholders.

7 VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

7.1 The Shares (other than B Ordinary Shares and the Growth Shares) shall have one vote per share and shall confer on each holder of Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company. The B Ordinary Shares and the Growth Shares shall be non-voting and shall not confer on any holder the right to vote nor the right to receive notice of and to attend, speak or vote at a general meeting of the Company nor to receive and vote on proposed written resolutions of the Company.

7.2 Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.

7.3 No voting rights attached to a share which is nil paid or partly paid may be exercised:

7.3.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or

7.3.2 on any proposed written resolution,

unless all of the amounts payable to the Company in respect of that share have been paid.

- 7.4 No voting rights shall attach to a Share which is registered in the name of a minor.

8 CONSOLIDATION OF SHARES

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The purchaser shall not be bound to see to the application of the purchase money nor shall the purchaser's title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, with Guinness Director Consent and by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9 VARIATION OF RIGHTS

- 9.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of more than 75% in nominal value of the issued Shares of that class and with Guinness Consent save that the rights attaching to the A Ordinary Shares may only be varied or abrogated solely with Guinness Consent.
- 9.2 The creation of a new class of Shares which has preferential rights to one or more existing classes of Shares shall not constitute a variation of the rights of those existing classes of Shares.

10 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

10.1 Subject to the remaining provisions of this Article 10, the Directors are generally and unconditionally authorised for the purpose of Section 551 of the Act to exercise any power of the Company to:

10.1.1 allot Shares; or

10.1.2 grant rights to subscribe for or convert any securities into Shares,

to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:

10.1.2.1 this authority shall be limited to a maximum nominal amount of £42;

10.1.2.2 this authority shall only apply insofar as the Company has not by resolution waived or revoked it;

10.1.2.3 this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an Offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired).

This authority is in addition to all subsisting authorities to the extent unused.

10.2 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.

10.3 Unless otherwise agreed by special resolution, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Shares (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares (as if the Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer:

- 10.3.1 shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Securities; and
- 10.3.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.
- 10.4 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).
- 10.5 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Directors may determine at the same price and on the same terms as the Offer to the Subscribers.
- 10.6 Subject to the requirements of Articles 10.3 to 10.5 (inclusive) and to the provisions of Section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by the Guinness Manager.
- 10.7 The provisions of Articles 10.3 to 10.6 (inclusive) shall not apply to:
- 10.7.1 options to subscribe for Shares under the Share Option Plans and the allotment of Shares pursuant to such options;

- 10.7.2 New Securities issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to issued in accordance with Articles 4.4 and 6.4;
- 10.7.3 New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the Guinness Manager;
- 10.7.4 New Securities which the Guinness Manager has agreed in writing should be issued without complying with the procedure set out in this Article 10;
- 10.7.5 419,410 A Ordinary Shares issued to the Guinness Investor on or about the Date of Adoption; or
- 10.7.6 issue and allot Growth Shares as approved by the Remuneration Committee (acting with Guinness Director Consent) constituted from time to time.
- 10.8 Any New Securities offered under this Article 10 to a Guinness Investor may be accepted in full or part only by a Member of the same Asset Management Group as that Guinness Investor or a Member of the same Group as that Guinness Investor in accordance with the terms of this Article 10.
- 10.9 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint Section 431 ITEPA election with the Company if so required by the Company.
- 11 TRANSFERS OF SHARES – GENERAL**
- 11.1 In Articles 11 to 19 inclusive, reference to the transfer of a Share includes the transfer or assignment 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.
- 11.2 No Share may be transferred unless the transfer is made in

accordance with these Articles.

- 11.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles such Shareholder will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 11.4 Any transfer of a Share by way of sale which is required to be made under Articles 13 to 19 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 11.5 Unless express provision is made in these Articles to the contrary, no Ordinary Shares or B Ordinary Shares shall be transferred without Guinness Consent.
- 11.6 The Directors may refuse to register a transfer if:
 - 11.6.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - 11.6.2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint Section 431 ITEPA election with the Company;
 - 11.6.3 it is a transfer of a Share which is not fully paid:
 - 11.6.4 to a person of whom the Directors do not approve; or
 - 11.6.5 on which Share the Company has a lien;
 - 11.6.6 the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
 - 11.6.7 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

- 11.6.8 the transfer is in respect of more than one class of Shares;
- 11.6.9 the transfer is in favour of more than four transferees; or
- 11.6.10 these Articles otherwise provide that such transfer shall not be registered.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

- 11.7 The Directors may, as a condition to the registration of any transfer of Shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any Shareholders' Agreement or similar document in force between some or all of the Shareholders and the Company in any 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 under any such agreement or other document) and if any condition is imposed in accordance with this Article 11.7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 11.8 To enable the Directors to determine whether or not there has been any disposal of Shares in the capital of the Company (or any interest in Shares in the capital of the Company) in breach of these Articles the Directors may, with Guinness Director Consent, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors or the Guinness Director may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the

Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in the capital of the Company in writing of that fact and the following shall occur:

- 11.8.1 the relevant Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the relevant Guinness Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of a Guinness Investor; or
- 11.8.2 the withholding of payment of all dividends or other distributions otherwise attaching to the relevant Shares or to any further Shares issued in respect of those Shares; and
- 11.8.3 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in Articles 11.8.1 and 11.8.2 above may be reinstated by the Board subject to Guinness Director Consent and shall in any event be reinstated upon the completion of any transfer referred to in Article 11.8.3 above.

- 11.9 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 11.10 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified

that:

- 11.10.1 the Transfer Price for the Sale Shares will be as agreed between the Board (including Guinness Director Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of Section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
 - 11.10.2 it does not include a Minimum Transfer Condition (as defined in Article 13.2.4); and
 - 11.10.3 the Seller wishes to transfer all of the Shares held by it.
- 11.11 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:
- 11.11.1 the transferor; and
 - 11.11.2 (if any of the Shares is partly or nil paid) the transferee.
- 11.12 Notwithstanding anything to the contrary in these Articles, Simon Shaw, after first having followed the process set out in Article 13, shall, to the extent that such Shares are not acquired by other Shareholders under Article 13, be permitted to transfer (in one or a series of transactions):
- 11.12.1 up to a maximum aggregate number of 54,000 Ordinary Shares to a third-party who is not a competitor of the Company, without prior approval of the Board or any other Shareholder and without any restriction as to price or otherwise (subject to the terms being no more favourable to the proposed buyer than the terms on which such shares were offered under Article 13); and
 - 11.12.2 in addition to a transfer permitted under Article 11.12.1, up to an aggregate number of 126,000 Ordinary Shares without any restriction as to price or otherwise with Guinness Director

Consent, where the Guinness Director shall take into account Simon Shaw's reasons for transferring his Shares (including his personal circumstances) and provided that such consent shall not to be unreasonably withheld or delayed,

and further provided that in each case any transferee who is not already a party to the Subscription and Shareholders' Agreement shall enter into a deed of adherence in accordance with the terms of the Subscription and Shareholders' Agreement before being registered as the holder of such Shares.

12 PERMITTED TRANSFERS

- 12.1 A Shareholder (who is not a Permitted Transferee) (the "**Original Shareholder**") may transfer all or any of such Original Shareholder's Shares to a Permitted Transferee without restriction as to price or otherwise save that the transfer of Ordinary Shares and B Ordinary Shares under this Article 12.1 shall require Board consent.
- 12.2 Shares previously transferred as permitted by Article 12.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 12.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 12.4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 12.5 If a Permitted Transferee who was a Member of the same Asset

Management Group as the Original Shareholder ceases to be a Member of the same Asset Management Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Asset Management Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares.

12.6 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.

12.7 No transfer of Shares may be made to Trustees unless the Board is satisfied:

12.7.1 with the terms of the trust instrument and in particular with the powers of the Trustees;

12.7.2 with the identity of the proposed Trustees;

12.7.3 the Proposed Transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by Trustees of that and any other trusts; and

12.7.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

12.8 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (and may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (to include Guinness Director Consent) to have given a Transfer Notice in respect of such

Shares.

12.9 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise such Permitted Transferee must, within 15 Business Days of so ceasing either:

12.9.1 execute and deliver to the Company a transfer of the Shares held by such Permitted Transferee to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or

12.9.2 give a Transfer Notice to the Company in accordance with Article 13.2,

failing which such Permitted Transferee shall be deemed to have given a Transfer Notice.

12.10 On the death (subject to Article 12.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) the Permitted Transferee's personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representatives or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

12.11 A transfer of any Shares approved by the Board and the Guinness

Manager may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.

12.12 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, including Guinness Director Consent.

12.13 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Guinness Consent.

13 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

13.1 Save where the provisions of Articles 12, 17, 18 or 19 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 13.

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

13.2.1 the number of Shares which the Seller wishes to transfer (the "**Sale Shares**");

13.2.2 if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

13.2.3 the price at which the Seller wishes to transfer the Sale Shares; and

13.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").

13.3 If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Board (including Guinness Director Consent). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including Guinness Director

Consent). In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five Business Days of the Company receiving the Transfer Notice.

13.4 Except with Board and Guinness Director Consent, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

13.5 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

13.6 As soon as practicable following the later of:

13.6.1 receipt of a Transfer Notice; and

13.6.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 14,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 13.7 and 13.8. Each Offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

13.7 Priority for offer of Sale Shares

13.7.1 If the Sale Shares are A Ordinary Shares, the Company shall offer them to the A Ordinary Shareholders on the basis as set out in Article 13.8, save that if, at the end of the Offer Period, the number of Sale Shares applied for by the A Ordinary Shareholders is less than the number of Sale Shares, the Company shall offer the balance of the Sale Shares to the holders of Shares (as if the Shares constituted one and the same class), on the basis set out in Article 13.8.

13.7.2 If the Sale Shares are Ordinary Shares, the Sale Shares shall be offered first to the Ordinary Shareholders on the basis set out in Article 13.8, save that if, at the end of the Offer Period, the number of Sale Shares applied for by the Ordinary Shareholders is less than the number of Sale Shares, the Company shall offer the balance of the Sale Shares to the holders of Shares (as if the Shares constituted one and the same class), on the basis set out in Article 13.8.

13.8 Transfers: Offer

- 13.8.1 The Board shall offer the Sale Shares pursuant to the Priority Rights to all shareholders specified in the offer other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.
- 13.8.2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Article 13.8 will be conditional on the fulfilment of the Minimum Transfer Condition.
- 13.8.3 If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares (each an "**Application Shareholder**") in the proportion (fractional entitlements being rounded to the nearest whole number) which each Applicant Shareholder's existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by all the Applicant Shareholders which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which such Shareholder has stated he is willing to buy.
- 13.8.4 If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 13.9.5.

13.9 Completion of transfer of Sale Shares

- 13.9.1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated

under Article 13.8 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

13.9.2 If:

13.9.2.1 the Transfer Notice does not include a Minimum Transfer Condition;
or

13.9.2.2 the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 13.8 and once the requirements of Articles 17 and/or 18 have been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

13.9.3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

13.9.4 If the Seller fails to comply with the provisions of Article 13.9.3:

13.9.4.1 the chairman of the Company or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:

- complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- receive the Transfer Price and give a good discharge for it; and
- (subject to the transfers being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

- the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until the Seller has delivered to the Company the Seller's certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- 13.9.5 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 13.9.6, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- 13.9.6 The right of the Seller to transfer Shares under Article 13.9.5 does not apply if the Board is of the opinion on reasonable grounds that:
- 13.9.6.1 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - 13.9.6.2 the Seller has failed or refused to provide promptly information available to it or the Seller and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 13.10 Any Sale Shares offered under this Article 13 to a Guinness Investor may be accepted in full or part only by a Member of the same Asset Management Group as that Guinness Investor or a Member of the same Group as that Guinness Investor in accordance with the terms of this Article 13.
- 14 VALUATION OF SHARES**
- 14.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 11.10, 13.2 or otherwise then, on the date of failing agreement, the Board shall either:
- 14.1.1 appoint an Expert Valuer in accordance with Article 14.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
 - 14.1.2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale

Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

14.2 The Expert Valuer will be either:

14.2.1 the Auditors; or

14.2.2 (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.

14.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

14.3.1 valuing the Sale Shares as on an arm's length sale between a willing seller and a willing buyer;

14.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

14.3.3 that the Sale Shares are capable of being transferred without restriction;

14.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and

14.3.5 reflecting any other factors which the Expert Valuer reasonably believes should be taken into account.

14.4 If any difficulty arises in applying any of these assumptions or bases

then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.

- 14.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 14.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 14.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 14.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on the Seller of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 14.9 The cost of obtaining the certificate shall be paid by the Company unless:
 - 14.9.1 the Seller cancels the Company's authority to sell; or
 - 14.9.2 the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the Directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost.

15 DEPARTING EMPLOYEES

- 15.1 Unless the Board (including Guinness Director Consent) shall notify the Employee concerned otherwise, if an Employee (not being a Founder) ceases to be an Employee however arising, a Transfer Notice shall be deemed to be given in respect all of the Employee

Shares relating to such Employee on such date (being not earlier than the Effective Termination Date in relation to such Employee and not later than the date falling twelve months after the Effective Termination Date in relation to such Employee) as the Board, with Guinness Director Consent, shall determine.

- 15.2 In such circumstances the Transfer Price shall be as follows:
 - 15.2.1 where the relevant Employee ceases to be an Employee in circumstances in which such Employee is a Bad Leaver, the lower of Fair Value and the nominal value of the Employee Shares concerned; or
 - 15.2.2 where the relevant Employee ceases to be an Employee in circumstances in which such Employee is a Good Leaver, the Fair Value of the Employee Shares concerned.
- 15.3 For the purposes of this Article, Fair Value shall be as agreed between the Board (including Guinness Director Consent) and the relevant Employee, or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 14.
- 15.4 For the purposes of this Article, the Priority Rights shall be such that the Employee Shares are offered in the following order of priority:
 - 15.4.1 to any person(s) approved by the Board (other than the departing Employee) and the Guinness Director; and/or
 - 15.4.2 to the Company (subject always to the provisions of the Act).
- 15.5 All voting rights attached to Employee Shares held by an Employee or by any Permitted Transferee of that Employee (the "**Restricted Member**"), if any, shall at the time such Employee ceases to be an Employee be suspended unless the Board (including Guinness Director Consent) notify the Employee otherwise.
- 15.6 Any Employee Shares whose voting rights are suspended pursuant to Article 15.5 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general

meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 15.5 shall be automatically restored immediately prior to an IPO. If Restricted Shares are transferred in accordance with this Article 15, all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

16 COMPULSORY TRANSFERS – GENERAL

16.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.

16.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of the deceased Shareholder's death the Directors may require the legal personal representatives of that deceased Shareholder either:

16.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or

16.2.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

16.2.3 If either requirement in this Article 16.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

16.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the

Directors may determine.

- 16.4 If there is a change in control (as control is defined in Section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This Article 16.4 shall not apply to a member that is a Guinness Investor.

17 MANDATORY OFFER ON A CHANGE OF CONTROL

- 17.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 15 and 16, after going through the pre-emption procedure in Article 13, the provisions of Article 17.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares (the **"Proposed Transfer"**) which would, if put into effect, result in any Proposed Purchaser (and Associates of such Proposed Purchaser or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 17.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the **"Offer"**) to the other Shareholders to acquire all of the Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 17.7).
- 17.3 The Offer must be given by written notice (a **"Proposed Sale Notice"**) at least 10 Business Days (the **"Offer Period"**) prior to the proposed sale date (**"Proposed Sale Date"**). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the **"Proposed Sale Shares"**).

17.4 If any other holder of Shares is not given the rights accorded such holder by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.

17.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.

17.6 The Proposed Transfer is subject to the pre-emption provisions of Article 13 but the purchase of the Accepting Shareholders' Shares shall not be subject to Article 13.

17.7 For the purpose of this Article:

17.7.1 the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:

17.7.1.1 in the Proposed Transfer; or

17.7.1.2 in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 17.7.2, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;

17.7.2 Relevant Sum = $C \div A$

where:

A = number of Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

18 CO-SALE RIGHT

18.1 No transfer (other than a Permitted Transfer or a transfer made in accordance with Article 11.12) of any of the Shares held by a Founder (or a Permitted Transferee of a Founder) may be made or validly registered unless the relevant Founder (a "**Selling Founder**") shall have observed the following procedures of this Article unless Guinness has determined that this Article 18 shall not apply to such transfer.

18.2 After the Selling Founder has gone through the pre-emption process set out in Article 13, the Selling Founder shall give to each holder of Shares who has not taken up their pre-emptive rights under Article 13 (an "**Equity Holder**") not less than 15 Business Days' notice in advance of the Proposed Sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

18.2.1 the identity of the Proposed Purchaser (the "**Buyer**");

18.2.2 the price per share which the Buyer is proposing to pay;

18.2.3 the manner in which the consideration is to be paid;

18.2.4 the number of Shares which the Selling Founder proposes to sell; and

18.2.5 the address where the counter-notice should be sent.

18.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Founder that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Shares which such Equity Holder wishes to sell. The maximum number of Shares which an Equity Holder can sell under this procedure shall be:

$$\left(\frac{X}{Y} \right) \times Z$$

where:

X is the number of Shares the Selling Founder proposes to sell;

Y is the total number of Shares held by the Selling Founder;

Z is the number of Shares held by the Equity Holder in question.

Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares.

18.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Founder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of Shares not exceeding the number specified in the Co-Sale Notice less any Shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Founder from the Buyer.

18.5 No sale by the Selling Founder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.

18.6 Sales made in accordance with this Article 18 shall not be subject to Article 13.

19 DRAG-ALONG

19.1 If, after 5 April 2023, the holders of 70% or more of the Shares (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders, with the consent of the Board and with Guinness Director Consent, shall have the option (the "**Drag Along Option**") to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this

Article.

19.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

19.2.1 the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article;

19.2.2 the person to whom they are to be transferred;

19.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article);

19.2.4 the Proposed Date of Transfer, and

19.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**"),

(and, in the case of paragraphs 19.2.2 to 19.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

19.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

19.4 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 Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance

with the provisions of Articles 5 and 6 (the "**Drag Consideration**").

- 19.5 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer such Called Shareholder's Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Sale Agreement and the full title guarantee of the Shares held by such Called Shareholder.
- 19.6 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), each Called Shareholder shall deliver:
- 19.6.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - 19.6.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - 19.6.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company, (together the "**Drag Documents**").
- 19.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 19.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the

Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 19 in respect of their Shares.

- 19.9 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 19 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, the defaulting Called Shareholder shall be entitled to the Drag Consideration due to such Defaulting Called Shareholder.
- 19.10 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 13.
- 19.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire Shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

20 GENERAL MEETINGS

- 20.1 If the Directors are required by the Shareholders under Section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under Section 303 of the Act.
- 20.2 The provisions of Section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in Article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 50% in nominal value of the Shares (excluding Treasury Shares), any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 20.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such Group can be identified, at the location of the chairman.
- 20.4 If a demand for a poll is withdrawn under Article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 20.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

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

20.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

21 PROXIES

21.1 Paragraph (c) of Article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the Shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the Directors)".

21.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:

21.2.1 be sent or supplied in hard copy form, or (subject to any Conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

21.2.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or

- 21.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

22 DIRECTORS' BORROWING POWERS

- 22.1 The Directors may, with Guinness Director Consent, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

23 ALTERNATE DIRECTORS

- 23.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointer**") may appoint any director or any other person as the Appointor thinks fit to be the Appointor's alternate Director to:

- 23.1.1 exercise that Director's powers; and

- 23.1.2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

- 23.1.3 The appointment of an alternate Director shall not require approval by a resolution of the Directors.

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

- 23.3 The notice must:

- 23.3.1 identify the proposed alternate; and

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

- 23.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.
- 23.5 Except as these Articles specify otherwise, alternate directors:
- 23.5.1 are deemed for all purposes to be Directors;
 - 23.5.2 are liable for their own acts and omissions;
 - 23.5.3 are subject to the same restrictions as their Appointors; and
 - 23.5.4 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 an alternate director's Appointor is a member.
- 23.6 A person who is an alternate Director but not a Director:
- 23.6.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - 23.6.2 may sign a Directors' written resolution (but only if such alternate director's Appointor is an Eligible Director in relation to that decision, but does not participate). No alternate may be counted as more than one Director for such purposes.
- 23.7 A Director who is also an alternate Director is entitled, in the absence of such alternate director's Appointor, to a separate vote on behalf of each Appointor, in addition to such alternate director's own vote on any decision of the Directors (provided that such alternate director's Appointor is an Eligible Director in relation to that decision).
- 23.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

23.9 An alternate Director's appointment as an alternate shall terminate:

23.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

23.9.2 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;

23.9.3 on the death of the alternate's Appointor; or

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

24 NUMBER OF DIRECTORS

24.1 Unless and until the Board shall otherwise determine with Guinness Director Consent, the number of Directors shall be not less than two and no more than 6.

25 APPOINTMENT OF DIRECTORS

25.1 In addition to the powers of appointment under Article 17(1) of the Model Articles,

25.1.1 for so long as Guinness and/or their Permitted Transferees holds not less than 5 per cent of the Shares in issue (excluding any Treasury Shares), Guinness shall be entitled to nominate up to one natural person to act as a Director (the “**Guinness Director**”); and

25.1.2 for so long as Simon Shaw holds not less than 5 per cent of the Shares in issue (excluding any Treasury Shares), Simon Shaw shall be entitled to be a Director (provided Simon Shaw is fit to be a Director and legally able to be a Director) or to appoint one other natural person to act as a Director (the “**Shaw Director**”).

25.2 Any appointment under paragraph 25.1 shall be effected by notice in writing signed by or on behalf of the person entitled to make such appointment (the “**Appointor**”) addressed to the Company at its registered office from time to time and the other holders of Shares shall

not vote their Shares so as to remove any such Director from office. The Appointor shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in place of their nominated Director.

- 25.3 An appointment or removal of a Director under Article 25.1 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 25.4 The Guinness Director shall be entitled at the request of the Guinness Director to be appointed to any committee of the Board established from time to time and to the Board of directors of any Subsidiary Undertaking.
- 25.5 Guinness shall be entitled to appoint one person to act as an observer to the Board, to the board of directors of any Subsidiary Undertaking and any committee of the Board or board of directors of any Subsidiary Undertaking established from time to time. The observer shall be entitled to attend and speak at all such meetings and receive copies of all Board papers as if the observer were a Director but shall not be entitled to vote on any resolutions proposed at a Board meeting.

26 DISQUALIFICATION OF DIRECTORS

- 26.1 In addition to that provided in Article 18 of the Model Articles, the office of a Director shall also be vacated if:
- 26.1.1 the Director concerned is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that the Director concerned vacate his office; or
- 26.1.2 in the case of Directors other than a Guinness Director or a Shaw Director, if a majority of the co-Directors of the Director concerned (including Guinness Director Consent) serve notice on the Director concerned in writing, removing the Director concerned from office.

27 PROCEEDINGS OF DIRECTORS

- 27.1 The quorum for Directors' meetings shall be two Directors who must include the Guinness Director and the Shaw Director (save that where a Relevant Interest of a Guinness Director and the Shaw Director is being authorised by other Directors in accordance with Section 175(5)(a) of the Act, such Guinness Director and/or the Shaw Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand 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 such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 27.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom the Director concerned is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 27.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest Group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 27.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or 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.
- 27.5 Provided (if these Articles so require) that a Director has declared to the Directors, in accordance with the provisions of these Articles, the

nature and extent of such Director's interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which such Director has an interest, whether a direct or an indirect interest, or in relation to which such Director has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

27.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes.

27.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in Article 7(1) of the Model Articles to Article 8 of the Model Articles shall be deemed to include a reference to this Article also.

28 DIRECTORS INTERESTS

Specific interests of a Director

28.1 Subject to the provisions of the Act and provided (if these Articles so require) that a Director has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of such Director's interest, such Director may (save as to the extent not permitted by law from time to time), notwithstanding such Director's office, have an interest of the following kind:

28.1.1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;

28.1.2 where a Director (or a person connected with him) is a Director, Employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;

- 28.1.3 where a Director (or a person connected with him) is a shareholder in the Company or a Shareholder in, Employee, Director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
- 28.1.4 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- 28.1.5 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- 28.1.6 where a Director (or a person connected with such Director or of which such Director is a member or Employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which such Director is a director, Employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not such Director or it is remunerated for this;
- 28.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 28.1.8 any other interest authorised by ordinary resolution.

Interests of a Guinness Director

- 28.2 In addition to the provisions of Article 28.1, subject to the provisions of the Act and provided (if these Articles so require) that a Director has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of such Director's interest, where a Director is a Guinness Director such Director may (save as to the extent not permitted by law from time to time), notwithstanding such Director's office, have an interest arising from any duty such Director

may owe to, or interest such Director may have as an Employee, Director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- 28.2.1 a Guinness Entity;
- 28.2.2 a Fund Manager which is, or which advises or manages, a Guinness Entity;
- 28.2.3 any of the funds advised or managed by a Fund Manager which is, or which advises or manages, a Guinness Entity from time to time; or
- 28.2.4 another body corporate or firm in which a Fund Manager which is, or which advises or manages, a Guinness Entity or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

- 28.3 For the purposes of this Article 28 an interest of which a Director is not aware and of which it is unreasonable to expect such Director to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 28.4 In any situation permitted by this Article 28 (save as otherwise agreed by the Director concerned) a Director shall not by reason of such Director's office be accountable to the Company for any benefit which such Director derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 28.5 Subject to Article 28.6, any authority given in accordance with Section 175(5)(a) of the Act in respect of a Director ("**Interested Director**")

who has proposed that the Directors authorise the Interested Director's interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- 28.5.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - 28.5.1.1 restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - 28.5.1.2 restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
 - 28.5.1.3 restricting the application of the provisions in Articles 28.7 and 28.8, so far as is permitted by law, in respect of such Interested Director;
- 28.5.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and
- 28.5.3 subject to Article 28.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to Section 175(5)(a) of the Act and this Article 28.

Terms and conditions of Board authorisation for a Guinness Director

- 28.6 Notwithstanding the other provisions of this Article 28, it shall not (save with the consent in writing of a Guinness Director) be made a condition of any authorisation of a matter in relation to that Guinness Director in accordance with Section 175(5)(a) of the Act, that such Guinness Director shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that such Guinness Director shall be required to disclose, use or apply confidential information as contemplated in Article 28.8.

Director's duty of confidentiality to a person other than the Company

28.7 Subject to Article 28.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 28), if a Director, otherwise than by virtue of such Director's position as Director, receives information in respect of which such Director owes a duty of confidentiality to a person other than the Company, such Director shall not be required:

28.7.1 to disclose such information to the Company or to any Director, or to any officer or Employee of the Company; or

28.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of such Director's duties as a Director.

28.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 28.7 shall apply only if the conflict arises out of a matter which falls within Article 28.1 or Article 28.2 or has been authorised under Section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

28.9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

28.9.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and

28.9.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter

and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for such Director to have access to such documents or information.

Requirement of a Director is to declare an interest

28.10 Subject to Section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 28.1 or Article 28.2 at a meeting of the Directors, or by general notice in accordance with Section 184 (notice in writing) or Section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

28.10.1 falling under Article 28.1.7;

28.10.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

28.10.3 if, or to the extent that, it concerns the terms of such Director's service contract (as defined by Section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

28.11 Subject to Section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 28.

28.12 For the purposes of this Article 28:

28.12.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

28.12.2 the provisions of Section 252 of the Act shall determine whether a person is connected with a Director;

28.12.3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

29 NOTICES

29.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

29.1.1 in hard copy form;

29.1.2 in electronic form;

29.1.3 (by the Company) by means of a website (other than notices calling a meeting of Directors); or

29.1.4 partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 29.

Notices in hard copy form

29.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

29.2.1 to the Company or any other company at its registered office; or

29.2.2 to the address notified to or by the Company for that purpose; or

29.2.3 in the case of an intended recipient who is a member or the legal personal representative or trustee in bankruptcy of such

member, the intended recipient's, to such member's address as shown in the Company's register of members; or

29.2.4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or

29.2.5 to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or

29.2.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in 29.2.1 to 29.2.5 above, to the intended recipient's last address known to the Company.

29.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

29.3.1 if delivered, at the time of delivery;

29.3.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

29.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

29.4.1 if sent by email (provided that an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;

29.4.2 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 29.2; or

29.4.3 be sent by such other electronic means (as defined in Section 1168 of the Act) and to such address(es) as the Company may specify:

29.4.3.1 on its website from time to time; or

29.4.3.2 by notice (in hard copy or electronic form) to all members of the Company from time to time.

29.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:

29.5.1 if sent by email (where an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;

29.5.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;

29.5.3 if delivered in an electronic form, at the time of delivery; and

29.5.4 if sent by any other electronic means as referred to in Article 29.4.3, at the time such delivery is deemed to occur under the Act.

29.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

Notice by means of a website

29.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

29.8 In the case of joint holders of a Share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.

29.9 Anything agreed or specified by the Primary Holder in relation to the

service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

30 INDEMNITIES AND INSURANCE

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

30.1.1 every Director or other officer of the Company (excluding the Company's Auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify Directors of any associated company (as defined in Section 256 of the Act)) out of the Company's assets against all liabilities incurred by such Director in the actual or purported execution or discharge of such Director's duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with such Director's duties, powers or office, provided that no Director or any associated company is indemnified by the Company against:

30.1.1.1 any liability incurred by the Director to the Company or any associated company; or

30.1.1.2 any liability incurred by the Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or

30.1.1.3 any liability incurred by the Director:

(A) in defending any criminal proceedings in which such Director is convicted;

(B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in Section 234 of the Act) is given against him; or

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

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in Section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such Director without the restrictions in Articles 30.1.1.1, 30.1.1.3.(B) and 30.1.1.3.(C) applying;

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

30.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to such Director's office as each Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to such Director in respect of any negligence, default of duty or breach of trust of which such Director may be guilty in relation to the Company.

31 DATA PROTECTION

31.1 Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any Shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed

by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to Employees, Directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

32 SECRETARY

- 32.1 Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

33 LIEN

- 33.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share.
- 33.2 The Company's Lien over a Share:
- 33.2.1 shall take priority over any third party's interest in that Share; and
 - 33.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the Proceeds of Sale of that Share.
- 33.3 The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.
- 33.4 Subject to the provisions of this Article 33, if:
- 33.4.1 a notice complying with Article 33.5 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and

33.4.2 the person to whom the notice was given has failed to comply with it,

33.4.3 the Company shall be entitled to sell that Share in such manner as the Directors decide.

33.5 A Lien Enforcement Notice:

33.5.1 may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

33.5.2 must specify the Share concerned;

33.5.3 must require payment of the sum payable within 14 days of the notice;

33.5.4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and

33.5.5 must state the Company's intention to sell the Share if the notice is not complied with.

33.6 Where any Share is sold pursuant to this Article 33:

33.6.1 the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and

33.6.2 the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

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

33.7.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;

33.7.2 secondly, to the person entitled to the Share at the date of the

sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

33.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

33.8.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

33.8.2 subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

34 CALL NOTICES

34.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.

34.2 A Call Notice:

34.2.1 may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);

34.2.2 shall state when and how any call to which it relates it is to be paid; and

34.2.3 may permit or require the call to be paid by instalments.

34.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.

34.4 Before the Company has received any call due under a Call Notice the Directors may:

34.4.1 revoke it wholly or in part; or

34.4.2 specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.

34.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.

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

34.6.1 pay calls which are not the same; or

34.6.2 pay calls at different times.

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

34.7.1 on allotment;

34.7.2 on the occurrence of a particular event; or

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

34.8 If the due date for payment of such a sum as referred to in Article 34.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same

consequences as regards the payment of interest and forfeiture.

34.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):

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

34.9.2 until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).

34.10 For the purposes of Article 34.9:

34.10.1 the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date;

34.10.2 the "**Relevant Rate**" shall be:

34.10.2.1 the rate fixed by the terms on which the Share in respect of which the call is due was allotted;

34.10.2.2 such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or

34.10.2.3 if no rate is fixed in either of these ways, 5% a year,

provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

34.11 The Directors may waive any obligation to pay interest on a call wholly or in part.

34.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

35 FORFEITURE OF SHARES

- 35.1 A notice of intended forfeiture:
- 35.1.1 may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;
 - 35.1.2 shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - 35.1.3 shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
 - 35.1.4 shall state how the payment is to be made; and
 - 35.1.5 shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.
- 35.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 35.3 Subject to these Articles, the forfeiture of a Share extinguishes:
- 35.3.1 all interests in that Share, and all claims and demands against the Company in respect of it; and
 - 35.3.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 35.4 Any Share which is forfeited in accordance with these Articles:
- 35.4.1 shall be deemed to have been forfeited when the Directors decide that it is forfeited;
 - 35.4.2 shall be deemed to be the property of the Company; and

- 35.4.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 35.5 If a person's Shares have been forfeited then:
 - 35.5.1 the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
 - 35.5.2 that person shall cease to be a Shareholder in respect of those Shares;
 - 35.5.3 that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
 - 35.5.4 that person shall remain liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 35.5.5 the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 35.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 35.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 35.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
 - 35.8.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

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

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

35.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:

35.10.1 was, or would have become, payable; and

35.10.2 had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

36 SURRENDER OF SHARES

36.1 A Shareholder shall be entitled to surrender any Share:

36.1.1 in respect of which the Directors issue a notice of intended forfeiture;

36.1.2 which the Directors forfeit; or

36.1.3 which has been forfeited.

36.2 The Directors shall be entitled to accept the surrender of any such Share.

36.3 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.

36.4 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

37 AUTHORITY TO CAPITALISE AND APPROPRIATION OF

CAPITALISED SUMS

- 37.1 The Board may, if authorised to do so by an ordinary resolution (with Guinness Consent):
- 37.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - 37.1.2 appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Shareholders Entitled**").
 - 37.1.3 Article 36 of the Model Articles shall not apply to the Company.
- 37.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.
- 37.3 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 37.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 37.5 Subject to the Articles the Board may:
- 37.5.1 apply Capitalised Sums in accordance with Articles 37.3 and 37.4 partly in one way and partly another;
 - 37.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 37; and

- 37.5.3 authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 37.

38 GUINNESS NEW SECURITIES DUE

- 38.1 Where any Guinness Entity is entitled to be allotted or transferred New Securities pursuant to these Articles ("**Guinness New Securities Due**");

38.1.1 any such New Securities may be allotted or transferred in full or part to any Permitted Transferee of such Guinness Entity at the written direction of such Guinness Entity; and

38.1.2 such Guinness Entity may require by notice in writing to the Board that it shall be a condition of such allotment or transfer that such New Securities be redesignated and/or varied into any alternative class of New Securities provided that the rights attached to such class of New Securities are no more favourable than those attached to the Guinness New Securities Due.

- 38.2 Any redesignation and/or variation of Guinness New Securities Due made pursuant to Article 38 shall be effected by resolution of the directors who shall be hereby authorised to do so for all purposes.