

Company No. 10879844

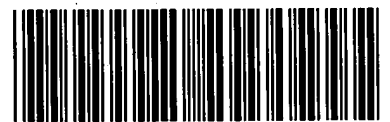
ARTICLES OF ASSOCIATION

OF

ALCHEMY UNDERWRITING LIMITED

(Adopted by Special Resolution on 30 January 2023)

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**ARTICLES OF ASSOCIATION
OF
ALCHEMY UNDERWRITING LIMITED
("Company")**

(Adopted by special resolution passed on 30 January 2023)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context requires otherwise:

"Accepting Shareholder" has the meaning given to it in Article 18.4;

"Act" means the Companies Act 2006;

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers for the time being;

"Allocation Notice" has the meaning given to it in Article 15.1;

"Appointor" has the meaning given to it in Article 40.1;

"Articles" means the Company's articles of association;

"Auditors" means the Company's auditors for the time being;

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

"Bad Leaver" means a Leaver who a) voluntary resigns from his employment or directorship or consultancy with any Group Member or b) is otherwise not a Good Leaver;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy and **"bankrupt"** shall be construed accordingly;

"Business Day" means a day other than a Saturday or Sunday on which banks are open for general business in London;

"Chairman" has the meaning given to it in Article 28.1;

"Commencement Date" means the date on which these Articles are adopted;

"Companies Acts" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

"Compulsory Seller" means a Shareholder on whom a Compulsory Transfer Notice is served;

"Compulsory Transfer Notice" has the meaning given in Article 11.1;

"Compulsory Transfer Offer" has the meaning given in Article 16.1;

"Compulsory Transfer Offer Allocation Notice" has the meaning given in Article 16.5;

"Connected Persons" has the meaning given to it in section 1122 of the Corporation Tax Act 2010;

"Cost Price" has the meaning given to it in Article 13.3;

"Credited as Paid Up" means amounts paid up or credited as paid up on a Share including both the nominal value and any share premium;

"Declined Sale Shares" has the meaning given in Article 16.3;

"Deed of Adherence" means a deed of adherence to, and in the form required by, the Shareholders' Agreement;

"Defaulting Shareholder" has the meaning given to it in Article 20.1;

"Directors" means the Company's directors for the time being and **"Director"** means any one of them;

"Drag Along Notice", "Drag Buyer", "Dragged Shareholders", "Dragged Shares" and "Dragging Shareholders" have the meanings given to them in Article 17.1;

"Drag Completion Date" means the date of completion of the sale and purchase of the Dragged Shares;

"EBT" means any trust established principally for the benefit of the employees (which may include former employees) of any Group Member(s), the terms of which have been approved by Founding Manager Consent and Investor Consent;

"electronic form" and **"electronic"** have the meanings given to them in section 1168 of the Act;

"Eligible Director" means:

- (a) in relation to a decision at a Directors' meeting, a Director who is able to be counted as participating for quorum and voting purposes in the decision at the meeting; and
- (b) in relation to a Directors' written resolution, a Director who would have been able to be counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a Directors' meeting;

"Employee" means an individual who is an employee and/or consultant and/or director of any Group Member and **"employment contract"** shall be construed accordingly;

"Excluded Shareholder" means (a) the Company when it holds Shares as treasury shares and (b) a Shareholder whose Shares, in relation to any general meeting of the Company and any written resolution of the Shareholders and pursuant to Articles 8.3 (Transmission of Shares), 12 (Compulsory transfers - Suspended Rights) or 21.2 (Transfer provisions - evidence of compliance), do not, for the time being, confer any Suspended Rights;

"Extra Sale Shares" has the meaning given to it in Article 16.2.2;

"Family Members" means in relation to any person, the spouse or civil partner and every child of that person;

"Family Trust" means in relation to any person, trusts established by that person the trustees of which are resident in the United Kingdom for tax purposes and in relation to which only such person and/or Family Members of that person are capable of being beneficiaries;

"FCA" means the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 including, where the context so permits, any committee, employee, officer or servant to whom any function of the Financial Conduct Authority may for the time being be delegated;

"Founding Managers" means Andrew Wallas, Richard Housley and Rupert Cousins, who are parties to the Shareholders Agreement and **"Founding Manager"** means any one of them;

"Founding Manager Consent" means the consent of a voting majority of Founding Managers who individually hold at least 15% of the voting rights in the Company at the date of the matter in question;

"fully paid" in relation to a Share means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

"Good Leaver" means a Leaver:

- (a) who ceases to be and is no longer continuing as an employee and/or consultant and/or director of any Group Member incorporated and registered in England and Wales :
 - (i) as a result of his death or permanent incapacity due to ill-health (except where such ill-health arises as a result of an abuse of alcohol or other drugs)
 - (ii) as a result of being dismissed on the grounds of redundancy; or
 - (iii) as a result of being unfairly dismissed by his employer, where the unfairness of the dismissal is admitted by the relevant employer or determined by an Employment Tribunal or Court of competent jurisdiction;
 - (iv) as a result of resigning by reason of the fundamental breach of his employment contract or services agreement, such fundamental breach being admitted by the relevant employer or determined by an Employment Tribunal or Court of competent jurisdiction
- (b) who continues to be an Employee but becomes eligible for benefits under a permanent health insurance policy of any Group Member; or
- (c) who does not fall within categories (a) or (b) above, but is determined by the Board in their absolute discretion to be a Good Leaver;

"Group" means the Company and its subsidiary undertakings for the time being and references to a **"Group Member"** shall be construed accordingly;

"hard copy form" has the meaning given to it in section 1168 of the Act;

"holder" in relation to any Share means the person whose name is entered in the register of members as the holder of that Share;

"Interest" has the meaning given to it in Article 1.3.6.1;

"Investor Associate" means each Member of the Same Group as the Investor for the time being;

"Investor Consent" means a consent or approval in writing by or on behalf of persons holding the majority of the Shares held by the Investor and the Investor Associates;

"Investor Director" has the meaning given to in Article 39.1;

"Investor" means Paladin Holdings Limited (10585116) or any Investor Associate to which Paladin Holdings Limited may transfer the majority of its shares in the Company;

"Investor Majority" means the persons holding the majority of the Shares held by the Investor and the Investor Associates;

"Leaver" means an Employee (other than a Founding Manager) and who:

- (a) ceases to be and is no longer continuing as an employee and/or consultant and/or director of any Group Member incorporated and registered in England and Wales for any reason whatsoever (including death or bankruptcy); or
- (b) continues to be an Employee but becomes eligible for benefits under a permanent health insurance policy of any Group Member;

"Leaver Shareholders" in relation to a Leaver means (a) that Leaver if he is or becomes a Shareholder and his Transmittes and (b) any Shareholder who has obtained Shares (directly or indirectly) from such a Leaver;

"Leaver Valuation Date" means, in relation to a Leaver:

- (a) the date on which he becomes a Leaver; or
- (b) if determined by the Board, the date on which he gives or is given notice of termination of his employment contract or the date of occurrence of a repudiatory breach by him of such contract;

"Listing" means:

- (c) the admission of all or any of the Shares to trading on a market for listed securities operated by a recognised investment exchange (as that term is defined in the Financial Services and Markets Act 2000), together with the admission of such Shares to the Official List of the FCA;
- (d) the admission of all or any of the Shares to trading on the Alternative Investment Market of the London Stock Exchange plc; or
- (e) the admission of all or any of the Shares to, or to trading on, any other market wherever situated, together, if necessary, with the admission of such Shares to listing on any official or otherwise prescribed list maintained by a competent or otherwise prescribed listing authority;

"Market Value" has the meaning given to it in Article 13.4;

"Member of the Same Group" in relation to an undertaking ("**Undertaking**"), means any parent undertaking of that Undertaking for the time being and any undertaking which, in relation to the Undertaking and/or any such parent undertaking, is a subsidiary undertaking for the time being;

"Model Articles" means the model articles for public companies contained in schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Commencement Date;

"Nominated Transferees" has the meaning given to it in Article 11.1;

"Non-Disclosable Interest" has the meaning given to it in Article 34.3;

"ordinary resolution" has the meaning given to it in section 282 of the Act;

"Ordinary Share" means an ordinary share of £0.01;

"Ordinary Shareholder" means a holder of Ordinary Shares;

"Other Shareholders" has the meaning given to it in Article 18.2;

"participate" in relation to a Directors' meeting, has the meaning given to it in Article 26;

"proxy notice" has the meaning given to it in Model Article 38 applied by Article 52 (Voting at General Meetings - Model Articles);

"Proposed Sale" and **"Proposed Sellers"** have the meanings given to them in Article 18.2;

"Remaining Sale Shares" has the meaning given in Article 16.1;

"Sale Price" means the price to be paid for the Sale Shares in accordance with Articles 13 to 14;

"Sale Shares" means Shares which are the subject of a Compulsory Transfer Notice;

"Securities" means Shares or rights to subscribe for, or to convert securities into, Shares;

"Share" means a share in the Company of whatever class or denomination;

"Shareholder" means a person who is the holder of a Share;

"Shareholders' Agreement" means the shareholders' agreement entered into or to be entered into on or around the Commencement Date between (1) the Company, (2) Paladin Holdings Limited and (3) the other then Shareholders (as adhered to, amended, varied, supplemented, extended, restated, novated and/or replaced from time to time);

"Share Sale" means any transaction or series of related transactions whereby any person (together with its Connected Persons and any other persons with whom it is Acting in Concert) obtains the ownership of more than 50 per cent in nominal value of the Shares (excluding any Shares held as treasury shares);

"special resolution" has the meaning given to it in section 283 of the Act;

"Suspended Rights" in relation to a Share means rights:

- (a) to receive notice of and to attend and speak at any general meeting of the Company or any separate meeting of the holders of any class of Shares or to receive a copy of any proposed written resolution of the Shareholders or of a class of the Shareholders; and
- (b) to vote (either in person or by proxy and whether on a show of hands or on a poll at any general meeting of the Company or at any separate meeting of the holders of any class of Shares or on a written resolution of the Shareholders or of a class of the Shareholders),
- (c) so that such Share shall not be counted in determining the total number of votes which may be cast at any general meeting of the Company or at any separate meeting of the holders of any class of Shares or required for the purposes of a written resolution of the Shareholders or of a class of the Shareholders;

"Tag Buyer", "Tag Offer", "Tagged Shares" have the meanings given to them in Article 18.2;

"Transmittee" means a person entitled to a Share or any Interest in a Share due to the death or bankruptcy of a Shareholder or otherwise by operation of law;

"Valuer" means an independent firm of chartered accountants or expert valuers:

- (a) agreed by the Compulsory Seller(s), the Company in writing (such agreement not to be unreasonably withheld or delayed); or
- (b) in the absence of agreement within 20 Business Days of the date of service of the Compulsory Transfer Notice nominated in writing by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of the Company; and

"writing" and **"written"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context requires otherwise, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the Commencement Date.

1.3 In these Articles (unless the context requires otherwise), any reference to:

- 1.3.1 a numbered Article is to that numbered article of these Articles and to a numbered Model Article is to that numbered article of the Model Articles;
- 1.3.2 the allotment of Securities or any similar expression includes the grant of a right to subscribe for, or to convert any securities into, Shares but excludes the allotment of Shares pursuant to any such right;
- 1.3.3 **"including", "to include", "includes" or "in particular"** shall be deemed to include the words **"without limitation"**;
- 1.3.4 the day on which a notice is given is to the day on which the notice is deemed received in accordance with Article 62;

- 1.3.5 any gender includes all genders, the singular includes the plural (and vice versa), and persons includes individuals, bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality); and
- 1.3.6 a "**transfer**" of Shares or any similar expression shall be deemed to include any direction (by way of renunciation, assignment or otherwise) by a Shareholder entitled to an allotment, issue or transfer of Shares that a Share be allotted, issued or transferred to some person other than himself and any reference to a "**transfer**" of Shares or any similar expression shall also be deemed to include:
- 1.3.6.1 any sale, assignment or other disposition of the legal or equitable interest or any other right or interest in a Share (including any voting right attached to a Share) ("**Interest**");
- 1.3.6.2 the sale or transfer by the Company of Shares held as treasury shares;
- 1.3.6.3 the creation or granting of any mortgage, charge, pledge or other encumbrance or security interest or trust over any Interest; and
- 1.3.6.4 any grant of an option to acquire any Interest,
- whether effected by a Shareholder or otherwise, whether for consideration or otherwise and whether effected by an instrument in writing or otherwise; and
- 1.3.7 a statute or a statutory provision includes that statute or statutory provision as amended or re-enacted (with or without modification) and any subordinate legislation made under it (in each case whether before, on or after the Commencement Date).
- 1.4 The contents list and headings in these Articles are included for ease of reference only and shall not affect the construction or interpretation of these Articles.
- 2. MODEL ARTICLES**
- 2.1 These Articles and the Model Articles specifically applied to the Company by these Articles shall together constitute the articles of association of the Company.
- 2.2 When a Model Article specifically applies to the Company:
- 2.2.1 the terms defined in Article 1 (Definitions and interpretation) shall apply to such Model Article (notwithstanding that such terms may be in lower case in the Model Article); and
- 2.2.2 the terms defined in Model Article 1 shall apply to such Model Article, unless those terms are otherwise defined in Article 1 (Definitions and interpretation).
- 2.3 Except to the extent that the Model Articles are specifically applied to the Company by these Articles, no regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of association of the Company.

3. LIABILITY OF MEMBERS

Model Article 2 (Liability of members) shall apply.

4. SHARES

Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may, with Founding Manager Consent and Investor Consent, issue Shares with such rights or restrictions as may be determined by ordinary resolution.

5. DISTRIBUTIONS

5.1 The rights as regards income attaching to each class of Shares shall be as set out in this article.

5.2 Any Available Profits which the Company may determine to distribute in respect of any financial year will be distributed among the holders of the Ordinary Shares pro rata to their respective holdings of the Shares.

5.3 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Shares held by them respectively. All dividends are expressed net and shall be paid in cash.

6. RETURN OF CAPITAL

On a return of capital of the Company on a winding up or otherwise (other than a redemption of Shares or the purchase by the Company of its own Shares), the surplus assets and retained profits of the Company available for distribution among the Shareholders shall be distributed amongst the holders of Ordinary Shares pro rata as nearly as possible to their respective holdings of Shares.

7. ISSUE OF SHARES

7.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

8. TRANSFER AND TRANSMISSION OF SHARES - GENERAL

8.1 Shares may only be transferred:

8.1.1 in accordance with Article 8.4;

8.1.2 in accordance with Article 9 (Permitted Transfers - Investor) or 10 (Permitted Transfers - treasury shares, Ordinary Shares);

8.1.3 pursuant to a Compulsory Transfer Notice;

8.1.4 pursuant to, and in accordance with, Article 17 (Drag Along) (including without limitation the transfer of the Dragged Shareholders' Shares pursuant to a Drag Along Notice and, irrespective of whether a Drag Along Notice has been served (but subject to Article 18 (Tag Along)), the transfer of all of the Dragging Shareholders' Shares to a Drag Buyer (or as the Drag Buyer may direct)); or

- 8.1.5 pursuant to, and in accordance with, Article 18 (Tag Along) (including the transfer of the Accepting Shareholders' Tagged Shares pursuant to a Tag Offer and, irrespective of whether there are any Accepting Shareholders, the transfer of the Proposed Sellers' Shares pursuant to a Proposed Sale);
- 8.1.6 pursuant to, and in accordance with Article 19 (Voluntary Transfers).
- 8.2 Notwithstanding any other provisions of these Articles, the Directors shall not register a transfer of Shares:
 - 8.2.1 to any person who is bankrupt, is less than 18 years of age and/or does not have (or whom the Directors reasonably believe does not have) legal capacity to hold and/or transfer such Shares or to comply with these Articles;
 - 8.2.2 if the Shares are not fully paid;
 - 8.2.3 if the instrument of transfer is not either duly stamped or duly certified (or otherwise shown to the satisfaction of the Directors to be exempt from stamp duty); or
 - 8.2.4 if the transferee (not being a party to the Shareholders' Agreement, whether as an original party or by having executed a Deed of Adherence) has not, in a legally binding manner, entered into and delivered to the Company a Deed of Adherence.
- 8.3 If title to a Share passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Share until it is transferred in accordance with these Articles. Pending such a transfer, the Transmittree has the same rights as the holder had in respect of such Share except for Suspended Rights. Any transfer of a Share by a Transmittree shall be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 8.4 Notwithstanding any other provision of these Articles, the Directors (or a Director if there is only one) of the Company shall not decline to register any transfer of shares, nor may they suspend registration thereof, where:
 - 8.4.1 such transfer is executed by any bank or institution in favour of which such shares have been mortgaged or charged by way of security, or by a nominee, receiver or agent of such bank or institution (a **Secured Institution**);
 - 8.4.2 such transfer is executed by a Secured Institution pursuant to the power of sale under such security and a certificate by an official of such Secured Institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts; or
 - 8.4.3 the shares are delivered to the Company for registration by a Secured Institution in order to perfect its security over those shares, and the Directors shall immediately register any such transfer of shares upon receipt.
- 8.5 Any provisions in these Articles constituting pre-emption or similar rights or imposing any restriction on the transfer of, or requiring the consent of any person for the transfer of, any share in the Company shall not apply in relation to any transfer of a share in the Company in any of the circumstances referred to in paragraphs 8.4.1, 8.4.2, or 8.4.3 above.

- 8.6 Any lien on shares which the Company has shall not apply in respect of any shares which have been charged to a Secured Institution.

9. PERMITTED TRANSFERS – INVESTOR

- 9.1 An Investor may transfer any Shares to:

9.1.1 an Investor Associate (or its trustee or nominee);

9.1.2 where the Investor holds the Shares as a trustee or nominee, the beneficial owner of such Shares, another trustee or nominee of such beneficial owner and/or any other person(s) to whom the beneficial owner could have transferred any Shares under this Article 9 if it had been an Investor;

9.1.3 where the Investor holds the Shares as a result of permitted transfer(s) under this Article 9, the transferor(s) of such Shares and/or any other person(s) to whom the transferor(s) could have transferred any Shares under this Article 9 if they had remained the Investor or an Investor Associate; and/or

9.1.4 any other Investor (or its trustee or nominee).

- 9.2 If the transferee of an Investor's Shares ceases to be a person to whom the Shares would be permitted to be transferred to in accordance with Article 9.1 the transferee shall either transfer the Shares back to the original Investor or another person who is permitted under Article 9.1.

10. PERMITTED TRANSFERS - TREASURY SHARES, FAMILY MEMBERS/FAMILY TRUSTS

- 10.1 Any share held by the Company as a Treasury Share may be sold or transferred to any person or cancelled, in each case, in accordance with the Act.

- 10.2 Any Shareholder which is an individual may transfer any Shares to any Family Member or Family Trust.

- 10.3 Where shares have been transferred under Article 10.2 or under Article 10.3.1 or 10.3.2 to trustees of a Family Trust, or have been issued to trustees of a Family Trust, the trustees and their successors may transfer all or any of the relevant Shares as follows:

10.3.1 on any change of trustees, the relevant Shares may be transferred to the trustees for the time being of the Family Trust concerned;

10.3.2 pursuant to the terms of such Family Trust or in consequence of the exercise of any power or discretion vested in the trustees or any other person, all or any of the relevant Shares may be transferred to the trustees for the time being of any other Family Trust of the same original Shareholder settlor or to any Family Member of the relevant Shareholder settlor or deceased or former Shareholder who has become entitled to the shares proposed to be transferred and is aged 18 or more.

- 10.4 If the transferee of a Shareholder's Shares ceases to be a person to whom the Shares would be permitted to be transferred to by that Shareholder in accordance with Articles 10.2 or 10.3, the transferee shall either transfer the Shares back to the original Shareholder or another person who is permitted under Articles 10.2 or 10.3.

11. COMPULSORY TRANSFERS

- 11.1 The Company may, acting with Founding Manager Consent and Investor Consent, by notice to the relevant Shareholder(s) referred to in Article 11.2 ("Compulsory Transfer Notice") require such Shareholder to transfer all or some of the Shares registered in his name or to which he is or may become entitled (whether as a result of his holding of Shares or otherwise) at the Sale Price to such person(s) (including an Employee or prospective Employee, the trustee(s) of an EBT, any Shareholder and/or (subject to Article 15.3) the Company (to either be (as directed by the Company) cancelled or held in treasury)) as the Company determines ("Nominated Transferees"), in accordance with Articles 11.2 to 15.
- 11.2 A Compulsory Transfer Notice may be given:
- 11.2.1 when an Employee becomes a Leaver, to the Leaver's Shareholders at any time and from time to time after the date on which the Employee becomes a Leaver (including where the Leaver or Leaver's Shareholders acquire Shares after the Employee became a Leaver);
 - 11.2.2 when a Shareholder who is not a Leaver (being an individual) becomes bankrupt, to that Shareholder or his Transmittes at any time and from time to time after such bankruptcy, and any Shareholder who has obtained Shares (directly or indirectly) from such bankrupt Shareholder (and the Shareholder's Transmittes);
 - 11.2.3 in accordance with Article 21.3.
- 11.3 The Compulsory Transfer Notice may reserve to the Company the right by notice to finalise the identity of the Nominated Transferee(s) and the number of Sale Shares not later than 20 Business Days after the date of the agreement or determination of the Sale Price.
- 11.4 The relevant Shareholder(s) shall promptly notify the Company of any circumstances that arise which entitle the Company to give a Compulsory Transfer Notice, but no such notification shall be required if, or to the extent that, the Company is already aware of such circumstances.

12. COMPULSORY TRANSFERS - SUSPENDED RIGHTS

Unless and to the extent that the Company otherwise agree, any Shares held by any shareholder(s) to whom a Compulsory Transfer Notice may be given and any Shares subsequently issued to any of them by virtue of the exercise of any right or option granted or arising by virtue of such shareholder's shares shall (irrespective of whether a Compulsory Transfer Notice has been served) cease to confer any Suspended Rights from the time at which the right to give a Compulsory Transfer Notice arises (or the date of issue of such shares, if later) until registration of a Transfer of such Shares made in accordance with these Articles.

13. COMPULSORY TRANSFERS - SALE PRICE

- 13.1 In relation to a Compulsory Transfer Notice given pursuant to Article 11.2.1, the price for the Sale Shares shall be as follows:
- 13.1.1 if the Leaver is a Bad Leaver, the lower of:
 - 13.1.1.1 the Cost Price of the Sale Shares; and
 - 13.1.1.2 the Market Value of the Sale Shares on the Leaver Valuation Date; or

- 13.1.2 if the Leaver is a Good Leaver, the price shall be the Market Value of the Sale Shares on the Leaver Valuation Date.
- 13.2 In all other cases, the price for the Sale Shares shall be the Market Value of the Sale Shares on the date of service of the Compulsory Transfer Notice.
- 13.3 The "**Cost Price**" of a Sale Share shall be as follows:
- 13.3.1 if the Compulsory Seller acquired the Sale Shares on allotment, the amount Credited as Paid Up on such Sale Shares; and
- 13.3.2 otherwise, the amount paid by the Compulsory Seller on the transfer of the Sale Shares to him.
- 13.4 The "**Market Value**" of Sale Shares on the relevant date shall be as follows:
- 13.4.1 the amount agreed between the Compulsory Seller(s) and the Company (with Founding Manager Consent and Investor Consent); or
- 13.4.2 in the absence of agreement within 15 Business Days of the date of service of the Compulsory Transfer Notice (or within such longer period as may be determined by the Directors (with Founding Manager Consent and Investor Consent)), either:
- 13.4.2.1 the amount determined by a Valuer that, in his opinion, represents their market value on the relevant date by valuing all the Shares (excluding any Shares held as treasury shares) as a whole, and:
- (a) taking into account any Shares which may be allotted pursuant to options or convertible securities that are outstanding on the relevant date;
 - (b) assuming a sale between a willing seller and a willing buyer on arm's length terms;
 - (c) assuming, if the Company is then carrying on business as a going concern, that it will continue to do so; and
 - (d) otherwise reflecting any other factors which the Valuer reasonably considers should be taken into account,
- and then valuing the Sale Shares as a rateable proportion of the value of all the Shares (excluding any Shares held as treasury shares), disregarding:
- (i) the fact that the Sale Shares represent a minority or majority shareholding; and
 - (ii) any restrictions on transfer attaching to the Sale Shares,
- but taking into account the rights and restrictions attaching to the Sale Shares in respect of income and capital; or

- 13.4.2.2 if the Market Value of some other Sale Shares has been determined by a Valuer as at a date within the 12 weeks preceding or following the relevant date, the Market Value per Share as so determined multiplied by the number of Sale Shares.

14. COMPULSORY TRANSFERS - VALUER'S DETERMINATION

- 14.1 If a Valuer is required to determine the Market Value of any Sale Shares, the Company and the Compulsory Seller(s) shall promptly request such determination and shall agree and sign an engagement letter with the Valuer in relation to such determination.
- 14.2 The Company and the Compulsory Seller(s) shall use their respective reasonable endeavours to agree the terms of the engagement letter with the Valuer within 20 Business Days of the agreement or nomination of the Valuer in writing and shall not unreasonably withhold or delay their agreement to any terms of engagement proposed by the Valuer (which may include a limitation on its liability, a waiver of claims against it and/or other similar indemnities at a level and of a nature consistent with market practice at that time) .
- 14.3 In the absence of agreement of the engagement letter within the relevant period specified in Article 14.2, the Company may act as agent of the relevant Compulsory Seller(s) with full power and authority to agree the terms of the engagement letter with the Valuer for and on behalf of the Compulsory Seller(s).
- 14.4 The Company and the Compulsory Seller(s) shall sign the engagement letter as agreed with the Valuer within two Business Days after its agreement (whether pursuant to Article 14.2 and/or 14.3).
- 14.5 If all the Compulsory Sellers have not signed the engagement letter within the relevant period specified in Article 14.4, the Company may act as agent of the relevant Compulsory Seller(s) with full power and authority to sign and deliver the agreed engagement letter for and on behalf of the relevant Compulsory Seller(s).
- 14.6 The authorities given pursuant to Articles 14.3 and 14.5 shall be irrevocable and are given by way of security for the performance of the obligations of the Compulsory Seller(s) under Articles 14.2 and 14.4.
- 14.7 The Company shall give the Valuer access to all the accounting records and any other documents of the Group it may reasonably require to determine the Market Value of the Sale Shares (subject to the Valuer agreeing such confidentiality provisions as the Directors may reasonably require).
- 14.8 In determining the Market Value of the Sale Shares, the Valuer shall act as an expert (not as an arbitrator) and its written determination shall be conclusive and binding on the Company and the Compulsory Seller(s) concerned (except in the case of fraud or manifest error).
- 14.9 The costs and expenses of the Valuer shall be borne as to 50 per cent by the Compulsory Seller(s) (pro rata to their holdings of Sale Shares) and 50 per cent by the Company.
- 14.10 If any Valuer becomes unwilling or incapable of acting, then a replacement Valuer shall be appointed and Articles 14.1 to 14.9 shall apply to the replacement Valuer as if it was the first Valuer appointed and as if references to the date of service of the Compulsory Transfer Notice in the definition of Valuer and in such Articles were to the date on which the first Valuer becomes unwilling or incapable of acting.

15. INITIAL TRANSFERS PURSUANT TO COMPULSORY TRANSFER NOTICE

- 15.1** Within 20 Business Days of the later of the agreement or determination of the Sale Price and (if relevant) the finalisation by notice by the Company of the identity of the Nominated Transferee(s) and the number of Sale Shares pursuant to Article 11.3, the Company shall give notice ("Allocation Notice") to the Compulsory Seller and to each Nominated Transferee to whom any Sale Shares are to be transferred specifying:
- 15.1.1** the Sale Price per Sale Share;
 - 15.1.2** the number of Sale Shares to be acquired by each such Nominated Transferee; and
 - 15.1.3** the date (being not later than 20 Business Days after the date of the Allocation Notice) on, and place at, which the sale and purchase of such Sale Shares shall be completed.
- 15.2** Subject to Article 15.3 (if applicable), completion of the transfer of such Sale Shares shall take place in accordance with the Allocation Notice when the Compulsory Seller shall:
- 15.2.1** transfer the entire legal and beneficial interest in those Sale Shares specified in the Allocation Notice to the relevant Nominated Transferee(s) free from all liens, charges and encumbrances and together with all rights attaching to them and deliver the relevant share certificates (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) to the relevant Nominated Transferee(s); and
 - 15.2.2** subject to compliance with Article 15.2.1, be paid the Sale Price for the Sale Shares sold.
- 15.3** No Sale Shares may be purchased by the Company in pursuance of these Articles until the terms of the purchase have been authorised by a resolution of the Company in accordance with the Companies Acts.

16. REMAINING SALE SHARES SUBJECT TO COMPULSORY TRANSFER OFFER

- 16.1** Within 15 Business Days after the date of:
- 16.1.1** if there are Nominated Transferees, the completion of the operation of Article 15 (Initial transfers pursuant to Compulsory Transfer Notice); and
 - 16.1.2** otherwise, the later of:
 - 16.1.2.1** the agreement or determination of the Sale Price; and
 - 16.1.2.2** (if relevant) the expiry of the time period for the finalisation by notice by the Company with Founding Manager Consent and Investor Consent of the identity of the Nominated Transferee(s) and the number of Sale Shares pursuant to Article 11.3 or, if sooner, the date on which the Company with Founding Manager Consent and Investor Consent finalises by notice the number of Sale Shares and confirms that there are no Nominated Transferees,

the Company (in its capacity as agent for the Compulsory Seller) shall offer the Sale Shares that have not then been transferred to Nominated Transferees pursuant to Article 15 (Initial

transfers pursuant to Compulsory Transfer Notice) ("**Remaining Sale Shares**") at the Sale Price to the Ordinary Shareholders, other than any Compulsory Seller or Excluded Shareholders, pro rata to their holdings of Shares (as nearly as possible without involving fractions) ("**Compulsory Transfer Offer**").

16.2 The Compulsory Transfer Offer shall:

16.2.1 be made by notice specifying the Remaining Sale Shares offered, the Sale Price, a time (being not less than 10 Business Days) within which the offer, if not accepted, shall be deemed to be declined and any other terms; and

16.2.2 invite each relevant Shareholder to state in his acceptance the number of any Remaining Sale Shares in excess of those offered to him ("**Extra Sale Shares**") that he wishes to apply for.

16.3 Any Remaining Sale Shares not accepted (or deemed to be declined) under the Compulsory Transfer Offer ("**Declined Sale Shares**") shall be used to satisfy applications for Extra Sale Shares. If there are insufficient Declined Sale Shares to satisfy all such applications for Extra Sale Shares, then such Declined Sale Shares shall be allocated to the applicants of the Extra Sale Shares (as nearly as possible without involving fractions) as follows:

16.3.1 pro rata to their holdings of Shares immediately prior to the Compulsory Transfer Offer (as nearly as possible without increasing the number of Declined Sale Shares allocated to any Shareholder beyond the number of Extra Sale Shares applied for by him); and

16.3.2 then, any remaining Declined Sale Shares to such applicants who have not yet been allocated the maximum number of Extra Sale Shares applied for by them pro rata to their holdings of Shares immediately prior to the Compulsory Transfer Offer (as nearly as possible without increasing the number of Declined Sale Shares allocated to any Shareholder beyond the number of Extra Sale Shares applied for by him). Any remaining Declined Sale Shares shall continue to be allocated on the basis of this Article 16.3.2 until all Declined Sale Shares have been allocated.

16.4 The Directors may round up or down fractional entitlements under any Compulsory Transfer Offer, provided that the number of Remaining Sale Shares allocated does not exceed the total number of Remaining Sale Shares offered and such rounding does not result in a Shareholder being allocated more Remaining Sale Shares than he has indicated he is willing to accept.

16.5 After the expiry of the offer period referred to in Article 16.2.1 (or, if sooner, upon receipt of responses to the offer from all the Shareholders to whom it was made), the Company shall give notice ("**Compulsory Transfer Offer Allocation Notice**") to the Compulsory Seller and to each offeree to whom Remaining Sale Shares are to be transferred specifying:

16.5.1 the Sale Price per Remaining Sale Share;

16.5.2 the number of Remaining Sale Shares to be acquired by each such offeree; and

16.5.3 the date (being not later than 10 Business Days after the date of the Compulsory Transfer Offer Allocation Notice) on, and place at, which the sale and purchase of the Remaining Sale Shares shall be completed.

16.6 Completion of the transfer of such Remaining Sale Shares shall take place in accordance with the Compulsory Transfer Offer Allocation Notice when the Compulsory Seller shall:

- 16.6.1 transfer the entire legal and beneficial interest in those Remaining Sale Shares specified in the Compulsory Transfer Offer Allocation Notice to the relevant offeree(s) free from all liens, charges and encumbrances and together with all rights attaching to them and deliver the relevant share certificates (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) to the relevant offeree(s); and
- 16.6.2 subject to compliance with Article 16.6.1, be paid the Sale Price for the Remaining Sale Shares sold.

17. DRAG ALONG

- 17.1 If one or more Shareholders ("**Dragging Shareholders**") wishes to transfer (whether through a single transaction or a series of related transactions) such number of Shares which would, if registered, result in a bona fide arm's length third party purchaser together with its Connected Persons and any other persons with whom it is Acting in Concert (together the "**Drag Buyer**") obtaining the ownership of (or increasing its ownership to) 50% or more in nominal value of the Shares (excluding any Shares held as treasury shares), the Dragging Shareholders shall have the right by notice ("**Drag Along Notice**") to each of the other Shareholders, other than the Company when it holds Shares as treasury shares, ("**Dragged Shareholders**") to require all such Dragged Shareholders to sell and transfer the legal and beneficial title to all of the Shares registered in their name ("**Dragged Shares**") (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct) in accordance with the provisions of this Article 17.
- 17.2 A Drag Along Notice may be given to the Dragged Shareholders not less than 15 Business Days before the completion of the transfer of the Dragging Shareholders' Shares to the Drag Buyer (or as the Drag Buyer may direct). It shall specify:
 - 17.2.1 that the Dragged Shareholders are required to transfer all their Shares pursuant to this Article 17;
 - 17.2.2 the identity of the Drag Buyer (and, if relevant, the transferee(s) to whom the Drag Buyer directs the Dragged Shares are to be transferred);
 - 17.2.3 the amount (if any) and form of consideration for which the Dragged Shares are to be transferred (determined in accordance with Articles 17.4 to 17.5);
 - 17.2.4 the proposed, place, date and time of transfer; and
 - 17.2.5 the other terms and conditions of sale to which the Dragged Shareholders are required to adhere (determined in accordance with Article 17.7),and shall be accompanied by all documents required to be executed by the Dragged Shareholders to give effect to the relevant transfer.
- 17.3 A Drag Along Notice may be revoked at any time prior to the completion of the sale and purchase of the Dragged Shares by notice to the Dragged Shareholders.
- 17.4 The amount (if any) of consideration for which the Dragged Shareholders shall be obliged to sell each of their Dragged Shares shall be that to which they would be entitled if the aggregate value of the total consideration to be paid by the Drag Buyer for all of the Dragging Shareholders' Shares and the Dragged Shares as a whole was allocated to the Dragging Shareholders and the Dragged Shareholders in the order of priority set out in Article 6 (Return

of capital). If any of the consideration to be paid by the Drag Buyer is to be deferred or is otherwise not payable until after completion of the sale of the Dragging Shareholders' Shares and the Dragged Shares to the Drag Buyer (or as the Drag Buyer may direct), any initial consideration to be paid at the time of such completion shall be allocated to the Dragging Shareholders and the Dragged Shareholders in the order of priority set out in Article 6 (Return of capital) and if, and to the extent that, any deferred or other consideration is subsequently to be paid by the Drag Buyer it shall be allocated to the Dragging Shareholders and the Dragged Shareholders in the order of priority set out in Article 6 (Return of capital) after taking into account any prior allocations of consideration that have already taken place.

- 17.5 For the avoidance of doubt, **"total consideration"** for the purposes of Article 17.4 shall be construed as meaning the cash value of the total consideration.
- 17.6 The consideration (if any) to be paid by the Drag Buyer for the Dragged Shares (as determined in accordance with Article 17.4) shall be paid in cash. If any consideration is payable in the form of non-cash consideration, the consideration shall include the equivalent cash value of such non-cash consideration which shall be determined in the manner set out in Article 14.
- 17.7 Subject to Articles 17.4 to 17.6, the Dragged Shareholders shall be required to transfer the legal and beneficial title to all of the Dragged Shares to the Drag Buyer free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee, but the Dragged Shareholders shall not be required to provide to the Drag Buyer any warranties, covenants, undertakings, indemnities or agree to any requirements relating to contributing to any retention.
- 17.8 Completion of the sale and purchase of the Dragged Shares shall take place on the same date and at the same time and place as the sale of the Dragging Shareholders' Shares to the Drag Buyer (or as the Drag Buyer may direct) unless all of the Dragged Shareholders and the Dragging Shareholders otherwise agree, in which case completion of the sale and purchase of the Dragged Shares shall take place on a date that is no more than 20 Business Days later.
- 17.9 On or before the Drag Completion Date each Dragged Shareholder shall deliver to the Company:
- 17.9.1 duly executed transfers of the Dragged Shares registered in its name in favour of the Drag Buyer (or as the Drag Buyer directs in the Drag Along Notice); and
 - 17.9.2 the relevant share certificate(s) in respect of those Dragged Shares (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates).
- 17.10 Subject to compliance with Article 17.9 and to the extent only that the Drag Buyer has put the Company in the requisite cleared funds or other form of consideration, the Company shall on the Drag Completion Date pay, on behalf of the Drag Buyer, to each of the Dragged Shareholders in respect of its Dragged Shares the consideration (if any) it is due in accordance with Articles 17.4 to 17.6, less any amount that is to be deducted from such consideration pursuant to Article 17.12. Payment to the Dragged Shareholders shall be made to each relevant Dragged Shareholder's last known address on the Company's register of members or by bank transfer to an account in the name of the Dragged Shareholder. The Company's receipt of the requisite cleared funds or other form of consideration from the Drag Buyer shall be a good discharge to the relevant Drag Buyer. Pending compliance by each Dragged Shareholder with its obligations in Article 17.9, the Company shall hold the funds or other form of consideration received from the Drag Buyer in respect of the Dragged Shares (less any amount that is to be deducted from such funds pursuant to Article 17.12) on trust for the Dragged Shareholders, without any obligation to pay interest.

- 17.11 Upon any person (other than the Drag Buyer or its nominee), following the date of service of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding in the Company) including pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares ("**New Shareholder**"):
- 17.11.1 a Drag Along Notice on the same terms as the previous Drag Along Notice shall be deemed to have been served upon the New Shareholder, who shall then be bound to sell and transfer the legal and beneficial title to all such Shares acquired by him (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to the Drag Buyer (or as the Drag Buyer may direct); and
- 17.11.2 the provisions of this Article 17 shall apply (with necessary modifications) to the New Shareholder as if it were a Dragged Shareholder, except that, where completion of the sale and purchase of the Dragged Shares to the Dragged Buyer (or as the Drag Buyer may direct) has already taken place, the completion date of the sale and purchase of the Shares shall take place on such date as the Drag Buyer shall determine.
- 17.12 The reasonable transaction fees, costs and expenses incurred by the Dragging Shareholders and the Dragged Shareholders that are attributable to the transfer of Shares made in accordance with this Article 17 shall be borne by each of the Dragging Shareholders and the Dragged Shareholders pro rata to their holdings of Shares being transferred. An amount equal to the Dragged Shareholders' proportionate share of such fees, costs and expenses shall be deducted by the Company from the amount of consideration which the Dragged Shareholders are entitled to receive for their Dragged Shares (as determined in accordance with Article 17.4) and shall be used to pay their proportionate share of such fees, costs and expenses.
- 18. TAG ALONG**
- 18.1 This Article 18 shall not apply to a Proposed Sale in respect of which a Drag Along Notice has been served or which is in accordance with Articles 9.1 (Permitted Transfers - Investor), 10 (Permitted Transfers - treasury shares) or 19 (Voluntary Transfers).
- 18.2 If one or more Shareholders ("**Proposed Sellers**") proposes to transfer to any person who is not already a Shareholder (whether through a single transaction or a series of related transactions) such number of Shares which would, if registered, result in such person (together with its Connected Persons and any other persons with whom it is Acting in Concert) (together the "**Tag Buyer**") obtaining the ownership of (or increasing its ownership to) 50% or more in nominal value of the Shares (excluding any Shares held as treasury shares) ("**Proposed Sale**"), the Proposed Sellers shall not be entitled to transfer such Shares and no such Shares shall be capable of being purchased or transferred unless the Tag Buyer (or the Company in its capacity as agent for the Tag Buyer) shall have offered ("**Tag Offer**") in accordance with this Article 18 to purchase from each of the other Shareholders, other than any Excluded Shareholders, (not being a Tag Buyer) ("**Other Shareholders**") all of the Shares registered in their name ("**Tagged Shares**") for the same consideration per share as it is proposed to pay to the Proposed Sellers.
- 18.3 A Tag Offer shall be made by notice specifying:
- 18.3.1 the identity of the Tag Buyer;
- 18.3.2 the number of Shares that the Proposed Sellers are proposing to transfer to the Tag Buyer;

- 18.3.3 the amount of consideration per share and its cash equivalent that the Tag Buyer is proposing to pay for each of those Shares (determined in accordance with Article 18.4);
 - 18.3.4 the proposed, place, date and time of transfer; and
 - 18.3.5 a time (being not less than 10 Business Days) within which the offer, if not accepted, shall be deemed to be declined.
- 18.4 For the avoidance of doubt, the consideration (if any) to be paid by the Tag Buyer for the Tagged Shares shall be paid in cash. If any consideration is payable in the form of non-cash consideration, the consideration shall include the equivalent cash value of such non-cash consideration which shall be determined in the manner set out in Article 14.
- 18.5 Each Other Shareholder who accepts the Tag Offer within the offer period ("**Accepting Shareholder**") shall
- 18.5.1 be required to transfer the legal and beneficial title to all of his Tagged Shares to the Tag Buyer free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee;
 - 18.5.2 not be required to provide to the Tag Buyer any warranties, covenants, undertakings, indemnities or agree to any requirements relating to contributing to any retention.
 - 18.5.3 deliver to the Tag Buyer the share certificates for his Tagged Shares (or an indemnity in a form reasonably satisfactory to the Directors for lost certificates); and
 - 18.5.4 pay his proportionate share of such fees, costs and expenses that are to be borne by the Accepting Shareholders pursuant to Article 18.9.
- 18.6 Completion of the sale and purchase of any Tagged Shares in respect of which the Tag Offer has been accepted shall be conditional upon, and shall take place on the same date and at the same time and place as, the completion of the Proposed Sale (unless any of the Accepting Shareholders and the Tag Buyer (with Founding Manager Consent and Investor Consent) agree otherwise), save that if any Accepting Shareholder fails to comply with his obligations under Article 18.4 on or before the completion of the Proposed Sale:
- 18.6.1 the completion of the Proposed Sale may be made without the completion of the sale and purchase of that Accepting Shareholder's Tagged Shares (provided that it shall be on no more favourable terms and conditions to the Proposed Sellers than those stated in the original Tag Offer); and
 - 18.6.2 the Tag Buyer shall not be under any further obligation to purchase those Tagged Shares.
- 18.7 If some or all of the Other Shareholders do not accept the Tag Offer within the offer period, the completion of the Proposed Sale may be made within three months of the end of that period (provided that it shall be on no more favourable terms and conditions to the Proposed Sellers than those stated in the original Tag Offer).

- 18.8 If a Compulsory Transfer Notice is served on an Accepting Shareholder before the transfer of that Accepting Shareholder's Tagged Shares to the Tag Buyer, the Tag Buyer shall be entitled (with Founding Manager Consent and Investor Consent) to either:
- 18.8.1 continue with the purchase of those Tagged Shares, subject to changing the price to the price determined in accordance with Article 13 (Compulsory Transfers - Sale Price), in which case the Compulsory Transfer Notice shall automatically be revoked upon the completion of the sale and purchase of such Tagged Shares to the Tag Buyer; or
 - 18.8.2 continue with the completion of the Proposed Sale without the completion of the sale and purchase of those Accepting Shareholder's Tagged Shares, in which case the Tag Buyer shall not be under any further obligation to purchase those Tagged Shares and the Compulsory Transfer Notice shall continue to apply.
- 18.9 The reasonable transaction fees, costs and expenses incurred by the Proposed Sellers and the Accepting Shareholders that are attributable to the transfer of Shares made in accordance with this Article 18 shall be borne by each of the Proposed Sellers and the Accepting Shareholders pro rata to their holdings of Shares being transferred.

19. VOLUNTARY TRANSFERS

- 19.1 A Shareholder who is an Investor or a Founding Manager, may transfer all (but not only some) of their Shares ("**Transfer Shares**") to a person ("**Purchaser**") where such transfer would result in the Purchaser acquiring up to but less than 50% in nominal value of the Shares (excluding any Shares held as treasury shares), and such proposing transferor (the "**Vendor**") shall give notice in writing (a "**Voluntary Transfer Notice**") to the other Shareholders ("**Continuing Shareholders**") that they wish to transfer the Transfer Shares giving details of the proposed transfer including:
- 19.1.1 the identity of the Purchaser; and
 - 19.1.2 the price per Share (in cash) at which it is proposed to sell the Transfer Shares ("**Transfer Price**").
- 19.2 Within 20 Business Days of receipt (or deemed receipt) of a Voluntary Transfer Notice, each Continuing Shareholder shall be entitled (but not obliged) to give notice in writing to the Seller stating the maximum number of the Transfer Shares that it is willing to purchase at the Transfer Price ("**Purchase Notice**").
- 19.3 If, at the expiry of the period set out in article 19.2, the Vendor has received Purchase Notices for all, but not only some, of the Transfer Shares, the Vendor shall allocate the said Transfer Shares to or amongst the applicant Continuing Shareholders in proportion as nearly as may be to the total number of Ordinary Shares in the Company held by the applicant Continuing Shareholders provided that no applicant member shall be obliged to take more than the maximum number of shares specified by them in the relevant Purchase Notice. If any shares shall not be capable without sub-division of being allocated to the applicant Continuing Shareholders in proportion to their existing holdings, the same shall be allocated to the applicant Continuing Shareholders, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.
- 19.4 The Vendor shall forthwith give notice of such allocations ("**the Allocation Notice**") to the Company and to the applicant Continuing Shareholders ("**Purchasing Members**") to whom

the said Shares have been allocated and shall specify in the allocation notice the Transfer Price and the place and time (being not earlier than 7 and not later than 14 days after the date of despatch of the Allocation Notice, which shall be specified therein) at which the sale of the said Transfer Shares so allocated shall be completed and each Purchasing Member shall be bound to purchase such of the Transfer Shares as is specified in the Allocation Notice at the Transfer Price.

- 19.5 The Vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the Transfer Shares comprised in the Allocation Notice(s) to the Purchasing Members named therein at the place and time specified, and if in any case the Vendor after having become bound as aforesaid makes default in transferring any shares, the Company may receive the purchase price on their behalf, and may authorise any Director to execute a transfer of such shares in favour of the Purchasing Members. The receipt by the Company of the purchase price shall be a good discharge to the Purchasing Members. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the Vendor.
- 19.6 For the purposes of securing its obligations under Article 19.5, the Vendor hereby irrevocably appoints each Director as its attorney on the terms set out in Article 20.
- 19.7 If, at the expiry of the period specified in article 19.2, the Continuing Shareholders have not given Purchase Notices for all of the Transfer Shares, the Vendor may transfer the Transfer Shares to the Purchaser identified in the Voluntary Transfer Notice at a price not less than the Transfer Price provided that it does so within 6 months of the expiry of the period specified in article 19.2.

20. TRANSFER PROVISIONS - DEFAULT BY SHAREHOLDER

- 20.1 This Article 20 applies when a Shareholder is in default of its obligations under Articles 15.2, 16.6, 17.9 ("Defaulting Shareholder").
- 20.2 The Company may act as agent of the Defaulting Shareholder with full power and authority in the Defaulting Shareholder's name and on its behalf to:
- 20.2.1 approve, sign and execute any agreements, documents and/or instruments. and undertake any action, which the Company in its absolute discretion considers necessary or desirable in order for such Defaulting Shareholder to give effect to the transfer of the relevant Shares to the relevant transferee and to otherwise comply with and perform its obligations under Articles 15.2, 16.6 or 17.9; and
- 20.2.2 (as appropriate) deliver any such agreements, documents and/or instruments to the relevant transferee against receipt by the Company of the consideration (if any) payable for the relevant Shares (to be held on trust for the Defaulting Shareholder without any obligation to pay interest) (such receipt being a good discharge to the relevant transferee who shall not be bound to see to the application of such payment).
- 20.3 The Directors shall, notwithstanding any failure of the Defaulting Shareholder to deliver up its certificate (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) for the relevant Shares, subject to due stamping:
- 20.3.1 ensure that any relevant Sale Shares purchased by the Company are either cancelled or held by the Company in treasury, in each case, in accordance with the Companies Acts; and

- 20.3.2 authorise the registration of the transfer(s) and of the relevant transferee(s) (or, where relevant, the Company) as the holder(s) of the relevant Shares so transferred.
- 20.4 The cancellation of the relevant Shares or the registration of the relevant transferee(s) (or, where relevant, the Company) as the registered holder(s) of such Shares shall not be affected by any irregularity in, or invalidity of, such proceedings, and shall not be questioned by any person. The Defaulting Shareholder shall be entitled to receive the consideration for such Shares, less any amount that is to be deducted from such consideration pursuant to Article 17.12, when he delivers up his certificate (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) for the relevant Shares to the Company.
- 20.5 The authority given pursuant to this Article 20 shall be irrevocable and is given by way of security for the performance of the obligations of the Defaulting Shareholder under Articles 15.2, 16.6 or 17.9.
- 21. TRANSFER PROVISIONS - EVIDENCE OF COMPLIANCE**
- 21.1 For the purpose of ensuring that:
- 21.1.1 a transfer of Shares is permitted under these Articles;
 - 21.1.2 no circumstances have arisen whereby the provisions of Article 18 (Tag Along) are required to be or ought to have been complied with;
 - 21.1.3 no circumstances have arisen which entitle the Directors to give a Compulsory Transfer Notice; and/or
 - 21.1.4 no circumstances have arisen whereby a transfer of Shares is required to be or ought to have been made,
- the Directors may require any Shareholder to provide, and/or procure that any other person provides, the Company with such information and evidence as the Directors require regarding any matter which they consider relevant for such purpose. Pending the provision of such information the Directors shall be entitled to refuse to register any relevant transfer.
- 21.2 Failing such information or evidence referred to in Article 21.1 being provided to the reasonable satisfaction of the Directors within 10 Business Days of being requested, the Directors may notify the relevant Shareholder in writing of that fact. If the Shareholder fails to provide, or procure the provision of, such information or evidence to the reasonable satisfaction of the Directors within 10 Business Days of receipt of such written notice, then (unless and to the extent that the Directors otherwise determine) any Shares held by the relevant Shareholder shall automatically cease to confer any Suspended Rights until the failure to provide, or procure the provision of, such information or evidence is remedied to the reasonable satisfaction of the Directors.
- 21.3 If as a result of the provision of such information and evidence or otherwise, the Directors are reasonably satisfied that:
- 21.3.1 a transfer of Shares has taken place which is not permitted under these Articles;
 - 21.3.2 circumstances have arisen whereby the provisions of Article 18 (Tag Along) are required to be or ought to have been complied with, but a Tag Offer has not been made and/or the provisions of Article 18 (Tag Along) have not been complied with; or

21.3.3 circumstances have arisen whereby a transfer of Shares is required to be or ought to have been made,

the Directors may notify the relevant Shareholder in writing of that fact. If the Shareholder fails to remedy the situation to the reasonable satisfaction of the Directors within 10 Business Days of receipt of such written notice, then the Company may serve a Compulsory Transfer Notice on the relevant Shareholder at any time and from time to time until the situation referred to in this article 21.3 is remedied to the reasonable satisfaction of the Directors.

22. DIRECTORS' POWERS AND RESPONSIBILITIES - MODEL ARTICLES

22.1 The following Model Articles apply:

3	Directors' general authority
4	Members' reserve power
5	Directors may delegate
6	Committees

23. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

23.1 Decisions of the Directors must be taken by:

23.1.1 a majority decision at a meeting; or

23.1.2 a majority decision by a Directors' written resolution adopted in accordance with Article 24 (Directors' written resolutions).

24. DIRECTORS' WRITTEN RESOLUTIONS

24.1 Any Director may propose a Directors' written resolution and the company secretary (if any) must propose a Directors' written resolution if a Director so requests.

24.2 Subject to Article 24.3, a Directors' written resolution is proposed by giving notice in writing of the proposed resolution to each Director.

24.3 Any Director may waive his entitlement to notice of any proposed Directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the Directors' written resolution.

24.4 A proposed Directors' written resolution is adopted when a majority of the Eligible Directors have signed one or more copies of it, provided that (other than in the case of a decision taken in accordance with Article 27.7) those Directors would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting.

24.5 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles.

24.6 An alternate director may sign a proposed Directors' written resolution (in addition to signing it in his capacity as a Director in his own right, if relevant) on behalf of each of his Appointors who:

24.6.1 have not signed or are not to sign the Directors' written resolution; and

24.6.2 are Eligible Directors in relation to the Directors' written resolution,

provided that (a) the alternate director is himself an Eligible Director in relation to the Directors' written resolution and (b) (other than in the case of a decision taken in accordance with article 27.7) those persons actually signing the Directors' written resolution would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting.

25. CALLING A DIRECTORS' MEETING

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

25.2 Notice of any Directors' meeting must indicate:

25.2.1 its proposed date and time;

25.2.2 where it is to take place; and

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

25.3 Subject to Article 25.4, notice of a Directors' meeting must be given to each Director. Notice does not need to be in writing. A Director who participates in a meeting shall be deemed to have received proper notice of the meeting.

25.4 Any Director may waive his entitlement to notice of any Directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

26. PARTICIPATION IN DIRECTORS' MEETINGS

26.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

26.1.1 the meeting has been called and takes place in accordance with these Articles; and

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

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

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

27. QUORUM FOR DIRECTORS' MEETINGS

27.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on or a decision is to be taken, except a proposal to call another meeting or a decision taken in accordance with Article 27.7.

- 27.2 The quorum for Directors' meetings (other than Directors' meetings that are adjourned in accordance with Article 27.6) is at least two Directors (or such other number of Directors as may be fixed from time to time by the Directors) including
- 27.2.1 one (save in the circumstances set out in Article 27.3) Investor Director or his alternate director; and
 - 27.2.2 any one of Richard Housley or Rupert Cousins for as long as he individually holds at least 15% of the voting rights in the Company or his alternate.
- 27.3 The circumstances referred to in Articles 27.2.1 and 27.6 are:
- 27.3.1 where Investor Consent is given;
 - 27.3.2 where there is no Investor Director in office; or
 - 27.3.3 in respect of a particular decision at a Directors' meetings, where there is no Investor Director in office who would be able to be counted as participating for quorum purposes in relation to that decision.
- 27.4 Subject to these Articles, a person who is an alternate director, but is not a Director in his own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a Directors' meeting, provided that his Appointor (or one of his Appointors):
- 27.4.1 is not participating in the decision at the Directors' meeting; and
 - 27.4.2 would have been an Eligible Director in relation to the decision if he had been participating in it.
- 27.5 No alternate director may be counted as more than one Director for the purposes of determining whether a quorum is participating in any decision at a Directors' meeting.
- 27.6 If the necessary quorum is not present within 30 minutes of the time at which the Directors' meeting was due to start, or if during the meeting a quorum ceases to be present for a continuous period of more than 30 minutes, the meeting shall be adjourned for the consideration of the same business until the same time and place the next following week when those Directors or the Director present shall constitute a quorum.
- 27.7 If the total number of Directors (other than alternate directors) in office for the time being is less than the number for the time being of Directors required to form a quorum in accordance with Article 27.2, the remaining Director or Directors must not take any decision other than a decision to appoint sufficient Directors to make up the required quorum or to call a general meeting to do so.
- 27.8 If insufficient Investor Directors and Founding Managers attend an adjourned board meeting convened under Article 27.6, the remaining Director or Directors shall call a general meeting.
- 28. CHAIRMAN OF THE BOARD**
- 28.1 A majority of Directors shall have the right to appoint one of their number to be chairman of the board of Directors ("Chairman") and to remove him from that office and to appoint a replacement.

- 28.2 The Director so appointed as Chairman shall preside at every Directors' meeting in which he is participating, but if no Chairman has been appointed, or if he is unwilling to preside at a Directors' meeting or he is not participating in a Directors' meeting within 10 minutes of the time it was to start, an Investor Director will be the Chairman for the purposes of that Directors' meeting.

29. VOTING AT DIRECTORS' MEETINGS

- 29.1 Subject to these Articles, a decision is taken at a Directors' meeting by a majority of the votes of the Eligible Directors participating in the decision at the meeting.
- 29.2 Subject to these Articles, each Director participating in a decision at a Directors' meeting has one vote.
- 29.3 Subject to these Articles, an alternate director shall have one vote (in addition to his own vote in his capacity as a Director in his own right, if relevant) on any decision at a Directors' meeting for each of his Appointors who:
- 29.3.1 are not participating in the decision at the Directors' meeting; and
 - 29.3.2 would have been Eligible Directors in relation to the decision if they had been participating in it.
- 29.4 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the Chairman will have a casting vote. But this does not apply if, in accordance with these Articles, the Chairman is not an Eligible Director in relation to the decision.

30. PARTICIPATING AND VOTING WHEN DIRECTOR INTERESTED

- 30.1 A Director shall not be counted as participating for quorum and voting purposes in a decision at a Directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:
- 30.1.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without him counting; and
 - 30.1.2 the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.
- 30.2 Without prejudice to the obligations of any Director:
- 30.2.1 to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and
 - 30.2.2 to disclose any interest in accordance with Article 34.1,

and subject always to Article 30.1 and the terms on which any authorisation by the Directors for the purposes of Section 175 of the Act has been given, a Director shall be counted as participating for quorum and voting purposes in any decision at a Directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest provided that he has first obtained Founding Manager Consent and Investor Consent (unless the Director concerned

is a Founding Manager or an Investor Director (or his alternate director), in which case no such consent from the Shareholder who appointed that Director shall be required).

- 30.3 If any question arises at a Directors' meeting as to the right of a Director (other than the Chairman) to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 30.4 If any question arises at a Directors' meeting as to the right of the Chairman to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating for quorum or voting purposes.

31. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

32. RECORDS OF DIRECTORS' DECISIONS TO BE KEPT

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

33. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

- 33.1 Subject to compliance with the Companies Acts (including sections 177 (Duty to declare interest in proposed transaction or arrangement) and 182 (Declaration of interest in existing transaction or arrangement) of the Act) a Director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

34. DIRECTORS' CONFLICTS OF INTEREST

- 34.1 Subject to Article 34.2, for the purposes of section 175 of the Act:

- 34.1.1 a Director shall be authorised to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in any other Group Member or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
- 34.1.2 an Investor Director (and his alternate director) shall be authorised to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly in:
- 34.1.2.1 an Investor;
- 34.1.2.2 an Investor Associate; or
- 34.1.2.3 any other company in which an Investor or Investor Associate also holds shares or other securities or is otherwise (directly or indirectly) interested;
- 34.1.3 a Director shall be authorised to enter into, or otherwise be interested, whether directly or indirectly, in any transaction or arrangement in which the Company is

(directly or indirectly) interested (other than a transaction or arrangement with the Company); and

- 34.1.4 a Director shall be authorised to be a party to any transaction or arrangement with any other Group Member or any other undertaking in which the Company is otherwise (directly or indirectly) interested.
- 34.2 In the case of any Director any authorisation pursuant to Article 34.1 is subject to the Director declaring the nature and extent of his interest (other than a Non-Disclosable Interest) to the other Directors.
- 34.3 For the purposes of this Article 34, a "Non-Disclosable Interest" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other Directors are already aware of or ought reasonably to be aware of.
- 34.4 For the purposes of section 175 of the Act, where an office, employment, engagement, position or interest held by an Investor Director (or his alternate director) in another entity has been authorised pursuant to Article 34.1.2 and his relationship with that entity gives rise to an actual or potential conflict of interest (or any actual or potential conflict of interest may reasonably be expected to arise out of the matter so authorised), an Investor Director (and/or his alternate director) shall be authorised to:
 - 34.4.1 attend and vote at meetings of the Directors (or any committee of the board of Directors) at which any matter relating to the actual or potential conflict of interest will or may be discussed and receive board papers or other documents relating to such meeting;
 - 34.4.2 receive confidential information and other documents and information relating to any Group Member, use and apply such information in performing his duties as a director, officer or employee of, or consultant to an Investor or Investor Associate and disclose that information to third parties in accordance with these Articles and/or the Shareholders' Agreement; and
 - 34.4.3 give or withhold consent or give any approval, direction, agreement, opinion (of satisfaction or otherwise), request, decision, determination or notice which is required to be given or may be given by or on behalf of the Investor, the Investor Majority (including an Investor Consent) or the Investor Director(s) pursuant to the Shareholders' Agreement and/or these Articles on behalf of the Investor, the Investor Majority or the Investor Director(s).
- 34.5 The following provisions of this Article apply to any authorisation of a matter by the Directors for the purposes of section 175 of the Act:
 - 34.5.1 an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
 - 34.5.2 an authorisation shall be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the Directors at any time; and
 - 34.5.3 a Director must comply with any obligations imposed on him by the Directors pursuant to any authorisation.

34.6 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to Article 34.1 or by the Directors in accordance with section 175 of the Act, then the Director in question shall not be required to disclose to the Company any confidential information received by him (other than by virtue of his position as a Director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.

34.7 For the purposes of this Article 34, a conflict of interest includes a conflict of interest and duty and a conflict of duties.

35. ACCOUNTING FOR PROFIT WHEN INTERESTED

35.1 Subject to compliance with the Companies Acts (including section 177 (Duty to declare interest in proposed transaction or arrangement) and 182 (Declaration of interest in existing transaction or arrangement) of the Act):

35.1.1 a Director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;

35.1.2 no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and

35.1.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

35.2 Subject always to the obligation of the Director to disclose his interest in accordance with Article 34.2 and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:

35.2.1 a Director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to Article 34.1 or by the Directors for the purposes of section 175 of the Act;

35.2.2 no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and

35.2.3 the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

36. METHODS OF APPOINTING DIRECTORS

36.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

36.1.1 by ordinary resolution;

36.1.2 by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the

directors or other governing body) the holder or holders of such number of Shares as confer the right to a majority of the votes at a general meeting or on a written resolution of the Shareholders (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice; or

36.1.3 by a decision of the Directors.

36.2 Article 36.1 does not apply to the appointment of an Investor Director.

37. TERMINATION OF DIRECTOR'S APPOINTMENT

37.1 A person ceases to be a Director as soon as:

37.1.1 (other than in the case of an Investor Director (or his alternate director)) that person is removed as a Director:

37.1.1.1 by ordinary resolution; or

37.1.1.2 by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of such number of Shares as confer the right to a majority of the votes at a general meeting or on a written resolution of the Shareholders (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such removal to take effect when the notice is received by the Company or on such later date (if any) specified in the notice,

provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company;

37.1.2 that person ceases to be a Director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a Director by law;

37.1.3 a bankruptcy order is made against that person;

37.1.4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;

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

37.1.6 notice in writing is received by the Company from the Director that he is resigning from office, and such resignation has taken effect in accordance with its terms;

37.1.7 (other than in the case of an Investor Director (or his alternate director)) notice in writing signed by all of the other Directors removing that person from office is received by that person; or

37.1.8 being an executive Director, he becomes a Leaver.

38. DIRECTORS' REMUNERATION AND EXPENSES

Model Articles 19 (Directors' remuneration) and 20 (Directors' expenses) apply.

39. SHAREHOLDER APPOINTED DIRECTOR(S)

- 39.1 Each Founding Manager shall be entitled to be appointed as a Director of the Company (each a "**Founder Director**") for so long as that Founding Manager holds at least 15% of the voting rights in the Company.
- 39.2 The Investor Majority shall have the right to appoint up to two persons as non-executive Directors of the Company (each an "**Investor Director**"). Any such appointment must be effected by notice in writing to the Company by the Investor Majority who may in a similar manner remove from office any Investor Director appointed pursuant to this Article, and appoint any person in place of any such Investor Director so removed, any such appointment or removal to take effect when such notice is received by the Company or on such later date (if any) specified in the notice or when such person's appointment is approved (if required) by the Financial Conduct Authority.
- 39.3 Each Investor Director and Founder Director shall be entitled to be appointed to any committee of the Directors and to the board of directors of any Group Member and to any committee of the directors of any Group Member.
- 39.4 Any consent or approval, direction, agreement, opinion (of satisfaction or otherwise), request, decision, determination or notice which is required to be given or may be given by an Investor Director or a Founder Director, whether acting as agent on behalf of the Investor or the Investor Majority or otherwise, pursuant to these Articles may consist of several documents in similar form each signed by or on behalf of the Director and may be subject to conditions.
- 39.5 When there is no Investor Director in office, any reference in these Articles to any consent or approval, direction, agreement, opinion (of satisfaction or otherwise), request, decision, determination or notice which is required to be given or may be given by the Investor Director may instead be given by or on behalf of the Investor Majority.
- 39.6 Subject to section 168 of the Act, on any resolution to remove an Investor Director, the Shares held by the Investor and Investor Associates shall together carry one vote in excess of 50 per cent of all the votes exercisable either at a general meeting of the Company at which such resolution is to be proposed or on a written resolution of the Shareholders, and if any such Investor Director is removed pursuant to section 168 of the Act or otherwise, the Investor may reappoint him or any other person as an Investor Director.

40. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 40.1 Any Director (other than an alternate director) ("**Appointor**") may appoint any of the following as an alternate to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor, and may remove from office an alternate so appointed by him:
- 40.1.1 in the case of an Investor Director, any person willing to act; and
- 40.1.2 in the case of any other Director, any other Director or any other person willing to act who is approved by resolution of the Directors.

40.2 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. The appointment or removal shall take effect, subject to any required approval of the Directors, when the notice is received by the Company or on such later date (if any) specified in the notice.

40.3 The notice must:

40.3.1 identify the proposed or existing alternate; and

40.3.2 in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

40.4 A person may act as an alternate for more than one Director.

41. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

41.1 Except as these Articles specify otherwise, alternate directors:

41.1.1 are deemed for all purposes to be Directors;

41.1.2 are liable for their own acts and omissions;

41.1.3 are subject to the same restrictions as their Appointors; and

41.1.4 are not deemed to be agents of or for their Appointors.

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

41.3 Subject to these Articles, an alternate director has the same rights in relation to any decision of the Directors and any meetings of committees of Directors as each of the alternate's Appointors. In particular, each alternate director is entitled to receive notice of all proposed Directors' written resolutions and of all Directors' meetings and meetings of committees of Directors which each of his Appointors is entitled to receive.

42. TERMINATION OF ALTERNATE DIRECTORSHIP

42.1 An alternate director's appointment as an alternate for an Appointor terminates:

42.1.1 when that Appointor removes his alternate director in accordance with Article 40 (Appointment and removal of alternate Directors);

42.1.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that Appointor, would result in the termination of that Appointor's appointment as a Director;

42.1.3 on the death of that Appointor;

42.1.4 when that Appointor's appointment as a Director terminates; or

- 42.1.5 when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that Appointor, and such resignation has taken effect in accordance with its terms.

43. DIRECTORS' INDEMNITY AND INSURANCE

- 43.1 To the extent permitted by the Companies Acts, the Company may:
 - 43.1.1 indemnify any director of the Company or of any associated company against any liability;
 - 43.1.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.

44. WRITTEN RESOLUTIONS

- 44.1 A resolution of the Shareholders (or a class of Shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.
- 44.2 A proposed written resolution lapses if it is not passed before the end of the period of 28 days beginning with the circulation date (as defined in section 290 of the Act).

45. CALLING GENERAL MEETINGS

- 45.1 The Directors may call a general meeting.
- 45.2 An Investor Director and/or the Investor acting alone may call a general meeting.
- 45.3 If, and for so long as, the Company has only a single Shareholder, such Shareholder shall be entitled at any time to call a general meeting.
- 45.4 A Shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

46. QUORUM FOR GENERAL MEETINGS

- 46.1 Subject to Articles 46.2, the quorum for a general meeting shall be as stated in the Act but the quorum must include at least one of the Investor or an Investor Associate present in person or by proxy.
- 46.2 If a general meeting is adjourned pursuant to Model Article 41 (applied by Article 52 (Voting at general meetings - Model Articles)) and at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, then the quorum shall be one Shareholder present in person or by proxy.

47. VOTING RESTRICTIONS

- 47.1 The voting rights of Shareholders as stated in the Act are subject to Article 49 (Voting) and are subject to:
 - 47.1.1 Article 8.3 (Transmission of Shares);
 - 47.1.2 Article 12 (Compulsory transfers - Suspended Rights);

47.1.3 Article 21.2 (Transfer provisions - Evidence of compliance); and

47.1.4 Article 48 (No voting of Shares on which money due and payable).

48. NO VOTING OF SHARES ON WHICH MONEY DUE AND PAYABLE

48.1 Unless the Directors otherwise determine, no voting rights attached to a Share may be exercised unless all amounts (including the nominal value and any share premium) due and payable to the Company in respect of that Share have been paid.

49. VOTING

49.1 Subject to Articles 47 (Voting restrictions), Shareholders shall (in that capacity) be entitled to receive notice of, and to attend, speak and vote at, general meetings of the Company and to vote on any written resolution of the Shareholders.

49.2 Subject to Articles 47 (Voting restrictions), upon any resolution proposed at a general meeting of the Company on a show of hands and on a poll every Shareholder who is present in person or by proxy shall have one vote in respect of each Share registered in his name and on a vote on a written resolution of the Shareholders every Shareholder shall have one vote in respect of each Share registered in his name.

50. DELIVERY OF PROXY NOTICES

50.1 A proxy notice must be received by the Company before the commencement of the general meeting or adjourned meeting to which it relates.

50.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:

50.2.1 on a show of hands, be invalid;

50.2.2 on a poll, be invalid to the extent that such person votes in respect of the Shares to which the proxy notice relates.

50.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.

50.4 When two or more valid but different proxy notices are received in respect of the same Share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that Share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that Share.

50.5 If a proxy notice or notice of revocation of a proxy notice is not signed by the person appointing or revoking the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

51. CORPORATE REPRESENTATIVES

51.1 Where a Shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting or at any separate meeting of the holders of any class of Share in accordance with the Act:

51.1.1 the corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;

51.1.2 a vote given or poll demanded by such representative at a general meeting or adjourned meeting (or at any separate meeting of the holders of any class of Share) shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

52. VOTING AT GENERAL MEETINGS - MODEL ARTICLES

52.1 The following Model Articles apply:

38, subject to Article 46	Quorum for general meetings
39	Chairing general meetings
40	Attendance and speaking by director and non-shareholders
41, except that Model Article 41(1) shall be subject to Article 46.2.	Adjournment
42, subject to Article 49	Voting: general
43	Errors and disputes
44	Poll Votes
45	Content of proxy notices
46	Delivery of proxy notices
47	Amendments to resolutions

53. VARIATION OF SHARE RIGHTS

53.1 The rights attached to any class of Shares may be varied:

53.1.1 with the consent in writing from the holders for the time being more than 50 per cent in nominal value of the Shares of that class that are eligible to vote at a separate meeting of the holders of that class; or

53.1.2 by an ordinary resolution passed at a separate meeting of the holders of that class sanctioning the variation.

54. SHARES

54.1 The following Model Articles apply:

21	All shares to be fully paid up
22	Power to issue different classes of share
23	Company not bound by less than absolute interests
24	Share certificates
25	Replacement share certificates
26 subject to Article 8	Share Transfers
29	Transmittees bound by prior notices

55. DISTRIBUTIONS - MODEL ARTICLES

Subject to Article 5 (distributions), the following Model Articles apply:

30	Procedure for declaring dividends
31	Payment of dividends and other distributions
32	No interest on distributions
33	Unclaimed distributions
34	Non-cash distributions
35	Waiver of distribution

56. COMPANY SECRETARY

56.1 The Directors may appoint any person who is willing to act to be the Company Secretary for such term and on such conditions as they think fit and may remove any Company Secretary so appointed.

57. ADMINISTRATIVE ARRANGEMENTS

57.1 The Model Article 49 (Company seals) shall apply to the Company.

58. FORM OF NOTICE

58.1 Any Notice or other document to be given pursuant to these Articles (other than a notice calling a meeting of the Directors) must be in writing.

59. NOTICES TO THE COMPANY

59.1 Any Notice, document or other information may be served on or sent or supplied to the Company by anyone:

59.1.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;

59.1.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;

59.1.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or

59.1.4 by any other means authorised in writing by the Company.

60. NOTICES TO SHAREHOLDERS AND TRANSMITTEES

60.1 Any notice, document or other information may be served on or sent or supplied to any Shareholder:

60.1.1 personally;

60.1.2 by sending it through the post in a prepaid envelope addressed to the Shareholder at his registered address;

60.1.3 by delivering it by hand to or leaving it at that address in an envelope addressed to the Shareholder;

60.1.4 by sending or supplying it by electronic means to an address notified by the Shareholder to the Company from time to time for that purpose; or

60.1.5 by any other means authorised in writing by the relevant Shareholder.

60.2 Nothing in Article 60.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a Shareholder in a particular way.

60.3 In the case of joint holders of a Share:

60.3.1 all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and

60.3.2 any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

60.4 If a notice, document or other information is served on or sent or supplied to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice.

60.5 Notices, documents or other information to be served on or sent or supplied to a Transmitttee may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him. Articles 60.1 and 62 shall apply to any notice, document or information so served, sent or supplied as if references in those Articles to:

60.5.1 "Shareholder" are to the Transmitttee; and

60.5.2 a Shareholder's "registered address" or "address" are to the address so supplied.

this Article 60.5 is without prejudice to Paragraph 17 of Schedule 5 to the Act.

61. NOTICES TO DIRECTORS

61.1 Any Notice, document or other information may be served on or sent or supplied to a Director by the Company or by any other Director or the Company Secretary (if any):

61.1.1 personally;

61.1.2 (other than a notice of a proposed Directors' written resolution) by word of mouth;

61.1.3 by sending it through the post in a prepaid envelope addressed to the Director at his registered address or such other postal address as may from time to time be specified by him for that purpose;

61.1.4 by delivering it by hand to or leaving it at that address in an envelope addressed to him;

61.1.5 by sending or supplying it by electronic means to an address specified from time to time by the Director for that purpose; or

61.1.6 by any other means authorised in writing by the Director.

62. SERVICE OF NOTICES ON SHAREHOLDERS OR DIRECTORS

62.1 Any Notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

62.1.1 addressed to a Shareholder or a Director in the manner prescribed by these Articles shall, if sent by post (whether in hard copy form or electronic form), be deemed to have been received:

62.1.1.1 (if prepaid as first class) 24 hours after it was posted;

62.1.1.2 (if prepaid as second class) 48 hours after it was posted;

62.1.1.3 (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such Notice, document or other information was properly addressed, prepaid and put in the post;

- 62.1.2 not sent by post, but addressed to a Shareholder or a Director and delivered by hand to or left at an address in accordance with these Articles, shall be deemed to have been received on the day it was so delivered or left;**
- 62.1.3 served, sent or supplied to a Shareholder or a Director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;**
- 62.1.4 served, sent or supplied by any other means authorised in writing by the Shareholder or the Director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.**