

Company Number: 11114986

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

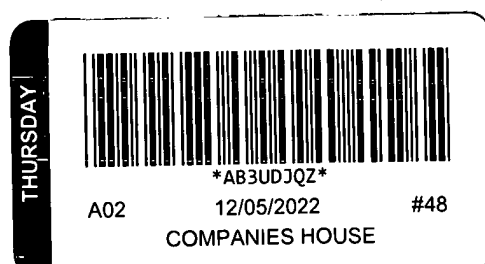
of

MOBUS FABRICS HOLDINGS LIMITED

Incorporated on 18th December 2017

Adopted by Written Resolution dated 5 May 2022

Re-printed 5 May 2022



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

MOBUS FABRICS HOLDINGS LIMITED

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (**Model Articles**) shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (**Articles**).
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 7(2), 9(2), 14, 19(5), 21, 24, 26(5), 28(3), 36(4) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

2. DEFINED TERMS

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:

A Ordinary Shares: means the A ordinary shares of £1 each in the capital of the Company and **A Ordinary Share** shall be construed accordingly;

Act: means the Companies Act 2006;

Appointor: has the meaning given in Article 7.1;

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

B Ordinary Shares: means the B ordinary shares of £1 each in the capital of the Company and **B Ordinary Share** shall be construed accordingly;

Board: means the board of directors from time to time of the Company;

C Ordinary Shares: means the C ordinary shares of £1 each in the capital of the Company and **C Ordinary Share** shall be construed accordingly;

Call: has the meaning given in Article 12.1;

Call Notice: has the meaning given in Article 12.1;

Call Payment Date: has the meaning given in Article 12.4;

Change of Control: means the acquisition (whether by purchase, transfer, renunciation or otherwise) by any person, of any interest in any Shares, if, upon Completion of that acquisition, that person, together with persons acting in concert or connected with him, would hold or

beneficially own Shares in the Company that together confer not less than 50% of the total voting rights exercisable in general meetings of the Company;

D Ordinary Shares: means the D ordinary shares of £1 each in the capital of the Company and **D Ordinary Share** shall be construed accordingly;

Disposal: means the disposal by the Company of all, or a substantial part of, its business and assets;

E Ordinary Shares: means the E ordinary shares of £1 each in the capital of the Company and **E Ordinary Share** shall be construed accordingly;

Exercise: means the date of an Exercise Notice that would, following exercise, result in the Option Holder holding less than 50% of the Option Shares;

Exercise Notice: means a written notice given in accordance with the Option Agreement;

Financial Year: means each accounting reference period of the Company determined from time to time in accordance with Chapter 3 of Part 15 of the Act;

Forfeiture Notice: has the meaning given in Article 12.4;

Issue Price: means in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium;

Lien Enforcement Notice: has the meaning given in Article 11.4;

Loan Note Instrument: means the loan note instrument entered into by the Company and Mobus Fabrics Limited on 19 March 2018;

Loan Notes: means the loan note instrument entered into by the Company and Mobus Fabrics Limited on 19 March 2018;

Noteholders: means a person for the time being entered in the register of noteholders as the holder of any Loan Notes kept and maintained by the Company in accordance with the terms of the Loan Note Instrument;

Option Agreement: means the option agreement entered into by the Company on 19 March 2018;

Option Holder: has the meaning given in the Option Agreement;

Option Shares: has the meaning given in the Option Agreement;

Preferred Dividend: has the meaning given in Article 15.2;

Preference Shares: means the preference shares of £1 each in the capital of the Company and **Preference Share** shall be construed accordingly;

Relevant Rate: has the meaning given in Article 12.4;

Sale: means the making of one or more agreements (whether conditional or not) for the acquisition of any Shares giving rise to a Change of Control;

Sale Proceeds: means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those shareholders selling Shares under a Sale;

Secretary: means the Secretary of the Company, if any, appointed in accordance with Article 6.1 or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary;

Shareholder Consent: shall mean:

- (a) before Exercise, the prior written consent of all of the holders of the A Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares; and
- (b) after Exercise, the prior written consent of all of the holders of the C Ordinary Shares, D Ordinary Shares and E Ordinary Shares;

Shares: means shares (of any class) in the capital of the Company from time to time and Share shall be construed accordingly;

Surplus Assets: has the meaning given in Article 16.1;

Working Day: means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. PROCEEDINGS OF DIRECTORS

- 3.1 The maximum and minimum number of directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, the general rule about decision-making by the directors does not apply, and the sole director may take decisions without regard to any of the provisions of the Articles (including Model Article 11(2)) relating to directors' decision-making.
- 3.2 Subject to Article 3.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 3.3 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 3.4 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
 - (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

4. UNANIMOUS DECISIONS

- 4.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

5. TERMINATION OF DIRECTOR'S APPOINTMENT

- 5.1 In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

6. SECRETARY

- 6.1 The directors may appoint a Secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any Secretary so appointed by the directors may be removed by them.

7. ALTERNATE DIRECTORS

- 7.1 (a) Any director (**Appointor**) may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:
- (i) exercise that director's powers; and
 - (ii) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's Appointor.
- (b) 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 notice must:
- (i) identify the proposed alternate; and
 - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his Appointor.
- 7.2 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's Appointor.
- (b) Except as these Articles specify otherwise, alternate directors:
- (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their Appointors; and
 - (iv) are not deemed to be agents of or for their Appointors.
- (c) A person who is an alternate director but not a director:
- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's Appointor has not signed or otherwise signified his agreement to such written resolution).
- No alternate may be counted as more than one director for such purposes.
- (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that

alternate's Appointor as the Appointor may direct by notice in writing made to the Company.

- (e) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".

7.3 An alternate director's appointment as an alternate terminates:

- (a) when his Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's office as director;
- (c) on the death of his Appointor; or
- (d) when his Appointor's appointment as a director terminates.

8. SHARE CAPITAL

8.1 The issued share capital of the Company at the date of the adoption of these Articles is £733,433 divided into:

- (a) 733,333 Preference Shares;
- (b) 20 A Ordinary Shares;
- (c) 5 B Ordinary Shares;
- (d) 25 C Ordinary Shares;
- (e) 25 D Ordinary Shares; and
- (f) 25 E Ordinary Shares.

8.2 The Preference Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall constitute different classes of shares for the purposes of the Act but, save as otherwise provided in these Articles, the Preference Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall rank pari passu in all respects.

8.3 The rights conferred on each of the holders of the Preference Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall be deemed to be varied by:

- (a) the creation or issue of any further shares (whether ranking equally, in priority to them or subsequent to them);
- (b) any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or
- (c) any amendment to these Articles.

9. VARIATION OF RIGHTS

9.1 The rights attached to any class of Shares may from time to time, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than 75% in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of that class of Shares, but not otherwise.

- 9.2 The provisions of these Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that:
- (a) the necessary quorum shall be one person holding or representing by proxy at least one third in nominal amount of the issued Shares of that class;
 - (b) every holder of Shares of the class present in person or by proxy shall be entitled on a poll to one vote for every such Share held by it; and
 - (c) any holder of Shares of the class present in person or by proxy may demand a poll.

10. ISSUE OF SHARES

- 10.1 Shares may be issued as nil, partly or fully paid.
- 10.2
- (a) Unless the members of the Company by special resolution direct otherwise, all Shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article.
 - (b) Shares must be offered to members in proportion as nearly as may be to the number of existing Shares held by them respectively.
 - (c) The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.
 - (d) After the expiration of the period referred to in (c) above, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.
 - (e) Any Shares not accepted pursuant to the offer referred to in (c) and the further offer referred to in (d) or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit.
- 10.3 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

11. LIEN

- 11.1 The Company has a first and paramount lien on all Shares (whether or not such Shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable).
- 11.2 The Company's lien over Shares:
- (a) takes priority over any third party's interest in such Shares; and
 - (b) extends to any dividend or other money payable by the Company in respect of such Shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such Shares.
- 11.3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

- 11.4 (a) Subject to the provisions of this Article, if:
- (i) a notice of the Company's intention to enforce the lien (**Lien Enforcement Notice**) has been sent in respect of the shares; and
 - (ii) the person to whom the Lien Enforcement Notice was sent has failed to comply with it,
- the Company may sell those Shares in such manner as the directors decide.
- (b) A Lien Enforcement Notice:
- (i) may only be sent in respect of Shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such Shares and the due date for payment of such sum has passed;
 - (ii) must specify the Shares concerned;
 - (iii) must include a demand for payment of the sum payable within 14 days;
 - (iv) must be addressed either to the holder of such Shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise; and
 - (v) must state the Company's intention to sell the Shares if the notice is not complied with.
- (c) If Shares are sold under this Article:
- (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
 - (ii) second, in payment to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice.
- (e) A statutory declaration by a director or the Secretary that the declarant is a director or the Secretary and that a Share has been sold to satisfy the Company's lien on a specified date:
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

12. CALLS ON SHARES AND FORFEITURE

- 12.1 (a) Subject to these Articles and the terms on which Shares are allotted, the directors may send a notice (a **Call Notice**) to a member requiring the member to pay the Company a

specified sum of money (a **Call**) which is payable in respect of Shares which that member holds at the date when the directors decide to send the Call Notice.

- (b) A Call Notice:
 - (i) may not require a member to pay a Call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
 - (ii) must state when and how any Call to which it relates is to be paid; and
 - (iii) may permit or require the Call to be paid by instalments.
- (c) A member must comply with the requirements of a Call notice, but no member is obliged to pay any Call before 14 days have passed since the Call Notice was sent.
- (d) Before the Company has received any Call due under a Call Notice the directors may:
 - (i) revoke it wholly or in part; or
 - (ii) specify a later time for payment than is specified in the Call Notice,

by a further notice in writing to the member in respect of whose shares the Call was made.

- 12.2 (a) Liability to pay a Call is not extinguished or transferred by transferring the shares in respect of which the Call is required to be paid.
- (b) Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share.
- (c) Subject to the terms on which Shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of Calls on their shares.
- 12.3 (a) A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is allotted, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
 - (i) on allotment;
 - (ii) on the occurrence of a particular event; or
 - (iii) on a date fixed by or in accordance with the terms of issue.
- (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

- 12.4 (a) If a person is liable to pay a Call and fails to do so by the Call Payment Date:
 - (i) the directors may send a notice of forfeiture (a **Forfeiture Notice**) to that person; and
 - (ii) until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate.
- (b) For the purposes of this Article:
 - (i) the **Call Payment Date** is the date on which the Call Notice states that a Call is payable, unless the directors give a notice specifying a later date, in which case the **Call Payment Date** is that later date; and

- (ii) the **Relevant Rate** is the rate fixed by the terms on which the Share in respect of which the Call is due was allotted or, if no such rate was fixed when the Share was allotted, five percent per annum.
- (c) The Relevant Rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- (d) The directors may waive any obligation to pay interest on a Call wholly or in part.

12.5 A Forfeiture Notice:

- (a) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;
- (b) must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) must require payment of a Call and any accrued interest by a date which is not less than 14 days after the date of the Forfeiture Notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the Forfeiture Notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.

12.6 If a Forfeiture Notice is not complied with before the date by which payment of the Call is required in the Forfeiture Notice, the directors may decide that any Share in respect of which it was given is forfeited and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

12.7 (a) Subject to the following provisions of this Article 12.7, the forfeiture of a Share extinguishes:

- (i) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (ii) all other rights and liabilities incidental to the Share as between the person in whose name the Share is registered and the Company.

(b) Any Share which is forfeited:

- (i) is deemed to have been forfeited when the directors decide that it is forfeited;
- (ii) is deemed to be the property of the Company; and
- (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit.

(c) If a person's Shares have been forfeited:

- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (ii) that person ceases to be a member in respect of those Shares;
- (iii) that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
- (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

- (v) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
 - (d) At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on such terms as they think fit.
- 12.8
- (a) If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
 - (b) A statutory declaration by a director or the Secretary that the declarant is a director or the Secretary and that a Share has been forfeited on a specified date:
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.
 - (c) A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
 - (d) If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
 - (i) was, or would have become, payable; and
 - (ii) had not, when that Share was forfeited, been paid by that person in respect of that Share,
 but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
- 12.9
- (a) A member may surrender any Share:
 - (i) in respect of which the directors may issue a Forfeiture Notice;
 - (ii) which the directors may forfeit; or
 - (iii) which has been forfeited.
 - (b) The directors may accept the surrender of any such Share.
 - (c) The effect of surrender on a Share is the same as the effect of forfeiture on that Share.
 - (d) A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

13. SHARE CERTIFICATES

- 13.1
- (a) The Company must issue each member with one or more certificates in respect of the Shares which that member holds.
 - (b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge.
 - (c) No certificate may be issued in respect of Shares of more than one class.
 - (d) A member may request the Company, in writing, to replace:

- (i) the member's separate certificates with a consolidated certificate; or
 - (ii) the member's consolidated certificate with two or more separate certificates.
 - (e) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so.
- 13.2 (a) Every certificate must specify:
- (i) in respect of how many Shares, of what class, it is issued;
 - (ii) the nominal value of those Shares;
 - (iii) whether the Shares are nil, partly or fully paid; and
 - (iv) any distinguishing numbers assigned to them.
- (b) Certificates must:
- (i) have affixed to them the Company's common seal; or
 - (ii) be otherwise executed in accordance with the Companies Acts.

14. CONSOLIDATION OF SHARES

- 14.1 (a) This Article applies in circumstances where:
- (i) there has been a consolidation of Shares; and
 - (ii) as a result, members are entitled to fractions of Shares.
- (b) The directors may:
- (i) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
 - (ii) authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser.
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- (d) A person to whom Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- (e) The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

15. DIVIDENDS

- 15.1 In respect of any Financial Year, the Available Profits of the Company shall be used to pay dividends as set out in this Article 15.
- 15.2 The Company shall, without need for a resolution of the Board, or the Company in general meeting and before application of any Available Profits to reserves or for any other purpose but after the payment to the Noteholders of any amounts due on the Loan Notes, pay in respect of each Preference Share a cumulative, preferential dividend (**Preferred Dividend**) at an annual rate of 3.5% above the base lending rate of Barclays Bank Plc of the Issue Price per Preference Share on 10 April in each year to the person registered as its holder on the due date (such date determined in accordance with this Article 15).

- 15.3 The Company shall not declare or pay any further dividend unless and until:
- (a) all arrears and accruals of the Preferred Dividend have been paid; and
 - (b) the Company obtains Shareholder Consent to any such dividend.
- 15.4 Subject to Article 15.3, any further Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares and the Company may declare different amounts of dividend on these different classes of Shares. For the avoidance of doubt, any profits which the Company may distribute to the holders of one or more classes of such Shares shall not confer any entitlement on the holders of any other class of such Shares to participate in any profits of the Company..
- 15.5 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Shares held by them respectively and shall accrue daily (assuming a 365 day year) as well after as before the commencement of a winding up. All dividends are expressed net and shall be paid in cash.
- 15.6 Unless the Company has insufficient Available Profits, the Preferred Dividend shall, notwithstanding that such dividend is expressed to be cumulative, be paid immediately on the due date.
- 15.7 If, as a result of not having sufficient Available Profits (as determined in accordance with Article 15.2), the Company is not lawfully permitted to pay the Preferred Dividend in full on the due date, it shall pay the Preferred Dividend to the extent it is lawfully able to do so. The unpaid amount shall:
- (a) be a debt due from the Company; and
 - (b) accrue interest daily (assuming a 365 day year) at the rate of 5.5% above the base lending rate of Barclays Bank Plc in respect of the period from the due date to the actual date of payment (both dates inclusive) and such interest shall, to the extent outstanding for the time being, be paid on the date of payment of the Preferred Dividend in respect of which the relevant interest accrues.
- 15.8 If the Company is in arrears in paying the Preferred Dividend, the first Available Profits arising shall be applied in or towards paying off any arrears of Preferred Dividend.

16. LIQUIDATION PREFERENCE

- 16.1 On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities (**Surplus Assets**) shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:
- (a) first, in paying to the holders of the Preference Shares in respect of each Preference Share held the Issue Price of that Preference Share, together with a sum equal to any arrears and accruals of the Preferred Dividend in respect of that Preference Share calculated down to (and including) the date of the return of capital and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Preference Shares pro rata to the aggregate amounts due under this Article 16.1(a) to each such Preference Share held; and
 - (b) second, in paying to the holders of the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares (pari passu as if they were one class of Share) in respect of each such Share held the Issue Price of such Share, together with a sum equal to any arrears and accruals of any dividend in respect of such Share calculated down to (and including) the date of the return of capital and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be

distributed to the holders of such Shares pro rata to the aggregate amounts due under this Article 16.1(b) to each such Share held; and

- (c) thereafter, in distributing the balance among the holders of the A Ordinary Shares A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares pro rata to the number of such Shares held.

16.2 Any return on a particular class of shares will be made amongst their holders pro rata as nearly as possible to their respective holdings of shares of that class.

16.3 On a Sale, the Sale Proceeds shall be distributed in the order of priority set out in Article 16.1.

16.4 On a Disposal, the Surplus Assets shall be distributed in the order of priority set out in Article 16.1, provided always that if it is not lawful for the Company to distribute its Surplus Assets in accordance with the provisions of Article 16.1, each Shareholder shall take any reasonable action (to the extent lawful) as may be necessary to put the Company into voluntary liquidation so that Article 16.1 applies.

17. NOTICE OF GENERAL MEETINGS

17.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:

- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
- (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.

(b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

18. QUORUM AT GENERAL MEETINGS

18.1 (a) If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.

(b) If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.

(c) Model Article 41(1) is modified by the addition of a second sentence as follows:

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

19. VOTING

19.1 The shareholders holding:

- (a) A Ordinary Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. The shareholders holding A Ordinary Shares who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall, on a show of hands, have one vote each, and, on a

poll, shall have one vote for every A Ordinary Share for which the shareholder is the holder;

- (b) B Ordinary Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. The shareholders holding B Ordinary Shares who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for every B Ordinary Share for which the shareholder is the holder;
- (c) C Ordinary Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. The shareholders holding C Ordinary Shares who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for every C Ordinary Share for which the shareholder is the holder;
- (d) D Ordinary Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. The shareholders holding D Ordinary Shares who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for every D Ordinary Share for which the shareholder is the holder;
- (e) E Ordinary Shares shall be entitled to receive notice of, and to attend and speak at, any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. The shareholders holding E Ordinary Shares who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote for every E Ordinary Share for which the shareholder is the holder;
- (f) Preference Shares shall not be entitled to receive notice of, nor attend and vote at, any general meeting or on a written resolution of the Company.

20. DELIVERY OF PROXY NOTICES

- 20.1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

21. COMMUNICATIONS

- 21.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 21.2
 - (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
 - (b) If any Share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of

members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.

- 21.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 21.3, no account shall be taken of any part of a day that is not a Working Day.

22. COMPANY SEALS

- 22.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 22.2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:
- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons".

23. TRANSMISSION OF SHARES

- 23.1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:
- "Nothing in these Articles releases the estate of a deceased member from any liability in respect of a Share solely or jointly held by that member".
- 23.2 All the Articles relating to the transfer of shares apply to:
- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
- (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

24. SHARE TRANSFERS

- 24.1 (a) Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor".
- (b) The directors may refuse to register the transfer of a Share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two

months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.