

Articles of Association

of

85 Degrees Renewable Limited

Company number: 13150281

(Private company limited by shares)

as adopted by written special resolution passed on

3 November 2023

Osborne Clarke LLP

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Company number:13150281

The Companies Act 2006

Private company limited by shares

Articles of Association

of

85 Degrees Renewable Limited (the "Company")

(as adopted by special resolution passed on 3 November 2023)

Introduction

1. Interpretation

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

"A Director" means any director appointed to the board by the A Ordinary Shareholders;

"A Ordinary Shareholder" means a holder of an A Ordinary Share and **"A Ordinary Shareholders"** means all such shareholders;

"A Ordinary Shareholder Consent" means the written consent of an A Ordinary Shareholder Majority;

"A Ordinary Shareholder Majority" means A Ordinary Shareholders holding A Ordinary Shares carrying more than 50% of the voting rights conferred by the A Ordinary Shares in issue from time to time;

"A Ordinary Shares" means an A ordinary share of £1.00 each in the capital of the Company;

"Acting in Concert" has the meaning set out in the City Code on Takeovers and Mergers (as amended from time to time);

"Appointor" has the meaning given in Article 14.1;

"Articles" means the Company's articles of association for the time being in force;

"B Director" means any director appointed to the board by a B Ordinary Shareholder Majority;

"B Ordinary Shareholder" means a holder of B Ordinary Shares and **"B Ordinary Shareholders"** means all such shareholders;

"B Ordinary Shares" means the B ordinary shares of £1.00 each in the capital of the Company;

"B Ordinary Shareholder Consent" means the written consent of a B Ordinary Shareholder Majority;

"B Ordinary Shareholder Majority" means B Ordinary Shareholders holding B Ordinary

Shares carrying more than 50% of the voting rights conferred by the B Ordinary Shares in issue from time to time;

"B Ordinary Shareholders' Representative" means a representative of the B Ordinary Shareholders appointed in writing by a B Ordinary Shareholder Majority and as replaced from time to time in writing by a B Ordinary Shareholder Majority;

"board" means the board of directors of the Company from time to time;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in the City of London and Amsterdam are open for business;

"CA 2006" means the Companies Act 2006;

"Chairperson" means the chairperson of the board appointed in accordance with any Joint Venture Agreement;

"Conflict" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

"Continuing Shareholder" has the meaning given in Article 21.1;

"Date of Adoption" means 19 October 2021;

"Deed of Adherence" means a deed of adherence to any Joint Venture Agreement;

"Deemed Transfer Notice" means a Transfer Notice that is deemed to have been served under any provisions of these Articles;

"DevCo" means 85 Degrees Renewable Management Limited (company number: 13656675);

"Disposal" means the sale or other disposal (whether by one transaction or a series of related transactions) of:

- (a) the whole or a substantial part of the business and assets of the Company; or
- (b) the entire issued share capital of any member of the Company's Group (other than the Company) to the extent that it or they comprise the whole or a substantial part of the business and assets of the Company's Group;

"Drag Along Notice" has the meaning given in Article 25.2 (*Drag along*);

"Drag Along Option" has the meaning given in Article 25.1 (*Drag along*);

"Dragged Shareholders" has the meaning given in Article 25.1 (*Drag along*);

"Dragged Shares" has the meaning given in Article 25.1 (*Drag along*);

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

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

"Fair Value" means in relation to Shares, as determined in accordance with Article 23;

"Family Member" means in relation to an Ordinary Shareholder, the spouse, civil partner or widow, widower or surviving civil partner of the Ordinary Shareholder and the Ordinary Shareholder's children (including step and adopted children);

"Financial Event of Default" means any event of default (howsoever described) arising out of any breach of a financial covenant or undertaking included in any loan agreement entered into between any member of the Group and a Financial Institution from time to time.

"Financial Institution" means a bank, building society, industrial provident or friendly society, undertaking for collective investment (whether structured as a partnership, limited partnership, company, trust or any other type of arrangement or undertaking), pension fund, insurance company or any other person who is an authorised person under the Financial Services and Markets Act 2000 or any law with similar intent or effect in any other jurisdiction (or a subsidiary of any such person), excluding any A Ordinary Shareholder and/or any member of an A Ordinary Shareholder's Group and, without limitation, excluding Foresight and/or any member of the Foresight Group;

"Foresight Affiliate" means any Group Company of Foresight Group LLP together with any person who controls or which is controlled, managed or advised or promoted by Foresight and/or any Group Company of Foresight Group LLP;

"Foresight Group LLP" means Foresight Group LLP (incorporated in England and Wales under registered number: OC300878) whose registered office is at The Shard, 32 London Bridge Street, London, SE1 9SG, United Kingdom;

"Group Company" means:

- (c) in relation to a shareholder:
 - (i) any holding company and any parent company and any subsidiary and any subsidiary undertaking of such shareholder or such companies from time to time;
 - (ii) any partnership or other entity of which any entity referred to in paragraph (a) of this definition is either the general partner, trustee or the principal manager (either directly or indirectly) from time to time;
- (d) in relation to any A Ordinary Shareholder, a Foresight Affiliate;
- (e) in relation to AEX or IPS, Bart Duijndam;
- (f) in relation to any individual, any body corporate controlled by that individual and/or his Family Members and/or the trustees of any Family Trust and vice versa; and
- (g) in relation to Gregory Thain and Nicholas Thain, each other,

and **"Group"** shall be construed accordingly;

"holding company" has the meaning given in Article 1.5;

"Insolvency Event" means, in relation to any member of the Company's Group:

- (a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of that member of the Company's Group, a moratorium is declared in relation to any indebtedness of that member of the Company's Group or an administrator is appointed to that member of the Company's Group;
- (b) any composition, compromise, assignment or arrangement is made with any of its creditors;

(c) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of that member of the Company's Group or any of its assets; or

(d) any analogous procedure or step is taken in any jurisdiction;

"Joint Venture Agreement" means any joint venture agreement relating to the Company and entered into from time to time between the shareholders and the Company (as that agreement may be varied, amended, superseded or replaced from time to time);

"Issue Price" means the par value of a Preference Share or New Preference Shares (as the case may be);

"Leaver" means a B Ordinary Shareholder (or Bart Duijndam in respect of AEX and IPS) who:

(a) has committed fraud;

(b) is in breach in a material respect of the provisions of any restrictive covenant in respect of the JVCo Group as they apply to him or (save as permitted by the provisions of any Joint Venture Agreement) becomes employed, engaged or interested in any deep geo-thermal projects in the Territory other than through JVCo or the JVCo Group; or

(c) in the case of Bart Duijndam, he has his employment or engagement with DevCo terminated (save with A Ordinary Shareholder Consent or save as a result of his death or Serious Ill Health).

"Listing" means the becoming effective of a listing of the Company's securities on a Stock Exchange or the granting of permission for any of the Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began;

"Listing Shares" means the issued equity share capital of the Company upon a Listing (excluding any equity share capital to be subscribed and issued on such Listing other than new shares to be paid up by way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of shares);

"Listing Value" means, in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the financial advisers to the Company or, if none, the broker appointed by the board to advise in connection with the Listing;

"Majority Sellers" has the meaning given in Article 25.1 (*Drag along*);

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the Date of Adoption and reference to a numbered Model Article is a reference to that article of the Model Articles;

"New Preference Shares" means a redeemable preference share of €1.00 in the capital of the Company and which is referred to in these Articles as a **"New Preference Share"**;

"Ordinary Shares" means an A Ordinary Share and/or a B Ordinary Share;

"Ordinary Shareholder" means a holder of Ordinary Shares from time to time;

"Original Shareholder" has the meaning set out in Article 22.1;

"parent undertaking" has the meaning given in Article 1.5;

"Permitted Group" means in relation to a company, any subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Permitted Group is a **"member of the Permitted Group"**. Unless the context otherwise requires, the application of the definition of Permitted Group to a company at any time will apply to the company as it is at that time;

"Permitted Transfer" means a transfer of shares made in accordance with Article 21;

"Permitted Transferee" means in relation to:

- (a) a shareholder, any member of the same Permitted Group as that shareholder;
- (b) an A Shareholder or a Preference Shareholder, and without prejudice to paragraph (a) of this definition, any Group Company of such a shareholder or a Foresight Affiliate;
- (c) a B Ordinary Shareholder or a Preference Shareholder and without prejudice to paragraph (a) of this definition, any:
 - (i) Family Member of a B Ordinary Shareholder who is an Original Shareholder;
 - (ii) the trustees of a Family Trust of a B Ordinary Shareholder who is an Original Shareholder; and
 - (iii) any company which is wholly owned by a B Ordinary Shareholder who is an Original Shareholder;

"Preference Shares" means a redeemable preference share of €1.00 in the capital of the Company and which is referred to in these Articles as a **"Preference Share"**;

"Preference Shareholder" means a holder of Preference Shares or New Preference Shares from time to time;

"Purchase Notice" has the meaning given in Article 21.2;

"Relevant Securities" means all shares, rights to subscribe for shares or to receive them for no consideration and all securities convertible into shares, but excluding:

- (a) any shares proposed to be issued other than on a basis provided for in Article 18 with Shareholder Consent; and
- (b) any shares issued in accordance with the provisions of Article 19;

"Sale" means the sale or disposal (whether by one transaction or a series of related transactions) of the entire issued share capital of the Company;

"Sale Shares" has the meaning given in Article 21.1;

"Sale Price" has the meaning given in Article 21.1(b);

"Seller" has the meaning given in Article 21.1;

"Serious Ill Health" means an illness or other disability (physical or mental) which is confirmed by a general medical practitioner (nominated or approved by the A Ordinary Shareholder Majority, acting reasonably, as (in his opinion) rendering the relevant individual incapable of carrying out his role as an employee or engagement with DevCo possibly permanently and certainly for the foreseeable future, but excluding circumstances where such incapacity is as a result of drug, alcohol, solvent or similar abuse;

"share" means any share in the capital of the Company and **"shares"** shall be construed accordingly;

"shareholder" means any holder of shares;

"Shareholder Consent" means both A Ordinary Shareholder Consent and B Ordinary Shareholder Consent;

"Stock Exchange" means The London Stock Exchange plc (including the main market and AIM market operated by The London Stock Exchange plc), NEX Exchange Limited (including the NEX Exchange Main Board, NEX Exchange Growth Market and Nex Trading operated by NEX Exchange Limited) or any other recognised investment exchange (as defined by Section 285 of the Financial Services and Markets Act 2000)) and their respective share dealing markets;

"subsidiary" has the meaning given in Article 1.5;

"Tag Along Offer" means an irrevocable offer from a Third Party Purchaser to purchase the same proportion of each Ordinary Shareholders' Ordinary Shares as is equal to the proportion of the Ordinary Shares which that Third Party Purchaser proposes to acquire from an Ordinary Shareholder;

"Tag Along Waiver" has the meaning given in any Joint Venture Agreement;

"Territory" has the meaning given in any Joint Venture Agreement;

"Third Party Purchaser" means a bona fide third party purchaser who is not a party to any Joint Venture Agreement, together with any person or persons Acting in Concert with them;

"Transfer Notice" means an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;

"Trigger Event" means:

- (a) the occurrence of an Insolvency Event with respect to the Company or a material subsidiary undertaking of the Company;
- (b) all or any part of the amount of any shareholder loan advanced by an A Ordinary Shareholder to the Group, with Shareholder Consent, has become due for repayment or payment (in circumstances where such payment is not restricted by the terms of any financing or intercreditor or other similar arrangement relating to the Company or any member of the Company's Group) and has not been paid in full within 15 Business Days of such due date for repayment or payment; or
- (c) any Financial Event of Default having occurred, which has not been remedied in all material respects before the expiry of any applicable cure or grace period, or, in the reasonable opinion of an A Ordinary Shareholder Majority (acting in good faith), any Financial Event of Default being reasonably likely to occur within the following six months (having due regard to any applicable cure or grace periods) being a Financial Event of Default, the consequences of which will have a material adverse impact on the Company and its subsidiary undertakings as a whole;

"Trigger Event Notice" means a notice served by an A Ordinary Shareholder Majority that a Trigger Event is subsisting or continuing;

"Valuers" means such person(s) as may be appointed by the Company for the purpose of valuing a share, such appointment to be made either in accordance with the provisions of any Joint Venture Agreement or by agreement between the shareholders;

"subsidiary undertaking" has the meaning given in Article 1.5; and

"writing" or 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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the CA 2006 shall have those meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to a **"holding company"**, a **"parent company"**, a **"subsidiary"** or a **"subsidiary undertaking"** means a holding company, a parent company, a subsidiary or a subsidiary undertaking (as the case may be) as defined in Section 1159 or Section 1162, CA 2006 and, for the purposes only of the membership requirement contained in Sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
 - (a) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) its nominee.
- 1.6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the company.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the company under that statute or statutory provision.
- 1.8 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 18, 19, 20, 22, 26(5), 27 to 29 (inclusive), 30, 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

Directors

3. Directors' meetings

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles, or otherwise must be a decision taken in accordance with Article 4.

- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 If:
- (a) the Company only has one director for the time being; and
 - (b) no provision of these Articles requires it to have more than one director,
- save as provided otherwise in these Articles, the general rule does not apply, and the director may (only for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision-making.
- 3.4 All decisions made at any meeting of the directors shall be made only by resolution and resolutions at any meeting of the directors shall be decided by a majority of votes.
- 3.5 If at any time before or at any meeting of the directors all A Directors participating or B Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this Article more than once.
- 4. Unanimous decisions of directors**
- 4.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 5. Number of directors**
- The number of directors shall not be less than two and no more than four, and shall be made up of two A Directors and two B Directors.
- 6. Calling a directors' meeting**
- 6.1 Any director may call a meeting of directors by giving notice of the meeting to each director or by authorising the company secretary (if any) to give such notice.
- 6.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 6.3 Save as otherwise provided in these Articles, notice of a directors' meeting must be given to each director.
- 6.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

- 6.5 Subject to Article 6.6, at least five Business Days' notice of a meeting of the directors shall be given to all directors entitled to receive notice accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b) copies of any papers to be discussed at the meeting.
- 6.6 A shorter period of notice of a meeting of the directors may be given if at least one A Director and one B Director agree in writing. Notwithstanding the foregoing, it shall be possible for a director to convene an emergency meeting of the directors on not less than 12 hours' notice in the event of a material decision with respect to a current drilling matter needing to be undertaken to address any urgent 'on the ground' issue which has arisen which has a cost of greater than €50,000 to resolve, remedy or rectify or to preserve or protect the assets of the Company.
- 6.7 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.
- 7. Participation in directors' meetings**
- 7.1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with these Articles; and
 - (b) they can each communicate orally including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication to the others any information or opinions they have on any particular item of the business of the meeting.
- 7.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.
- 7.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any one of them is.
- 8. Quorum for directors' meetings**
- 8.1 Subject to Section 175(6), CA 2006 the quorum for the transaction of the business of the directors at any directors' meeting (including any adjourned directors' meeting) shall be one Eligible A Director (or their alternate) and one Eligible B Director (or their alternate). No business shall be conducted at any directors' meeting unless a quorum is present at the beginning of the directors' meeting and at the time when there is to be voting on any business.
- 8.2 If a quorum is not present within 30 minutes of the time specified for a directors' meeting in the notice of the directors' meeting then it shall be adjourned for 10 Business Days at the same time and place.
- 8.3 A directors' meeting shall be adjourned to another time or date at the request of all the A Directors or all the B Directors present at the directors' meeting. No business may be conducted at a directors' meeting after such a request has been made. No more than one such adjournment may be made in respect of a directors' meeting.
- 8.4 If a quorum is not present within 30 minutes of the time specified for an adjourned directors' meeting in the notice of the adjourned directors' meeting then it shall be further adjourned for a period of five Business Days to be held at the same time and place. If a quorum is not present at such further adjourned meeting, the Directors present shall form a quorum.
- 8.5 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

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

9. **Chairing of directors' meetings**

The post of chair of the board of directors will be held by an A Director. The Chairperson shall have a casting vote. If the Chairperson for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him or her shall be entitled to appoint another of its nominated directors to act as chair at the meeting.

10. **Authorisation of conflicts of interest**

10.1 Subject to and in accordance with the CA 2006:

- (a) the directors may authorise any matter or situation in which a director (the "**conflicted director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**conflict situation**");
- (b) any authorisation given in accordance with this Article 10:
 - (i) may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the conflicted director and any other interested director from certain directors' meetings, withholding from him or them certain board or other papers and/or denying him or them access to certain confidential company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and
 - (ii) shall be effective only if:
 - (A) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting either the conflicted director and any other interested director; and
 - (B) the matter or situation was agreed to and any relevant resolution was passed without counting the votes of the conflicted director and without counting the votes of any other interested director (or such matter or situation would have been so agreed and such relevant resolution would have been so passed if their votes had not been counted); and
- (c) in considering any request for authorisation in respect of a conflict situation, the directors shall be entitled to exclude the conflicted director from any meeting or other discussion (whether oral or written) concerning the authorisation of such conflict situation and they shall also be entitled to withhold from such conflicted director any board papers or other papers concerning the authorisation of such conflict situation.

Notwithstanding the foregoing, a director shall not have a conflict of interest in respect of any interest which he may have, directly or indirectly, either in the issued share capital of the Company or of DevCo or of any partnership interest in Foresight Group LLP and/or an interest in a Foresight Affiliate and/or as a result of him being a director or employee of, or a consultant to, DevCo or a member of Foresight Group LLP or any Foresight Affiliate. If any such director so requests, each other director (other than a director with a similar interest) and each shareholder shall expressly authorise the holding of such interests or positions for the purpose of this article 10 and no such authorisation may be made subject to any conditions or limitations.

10.2 If any conflict situation is authorised or otherwise permitted under these Articles, the conflicted director (for as long as he reasonably believes such conflict situation subsists):

- (a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such conflict situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person in relation to such matter, office, employment or position;
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such conflict situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, directors' papers (or those of any committee of the directors)) relating to any such conflict situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such conflicted director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive), CA 2006 and the provisions of this Article 10 shall be without prejudice to any equitable principle or rule of law which may excuse the conflicted director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

10.3 For the purposes of this Article 10, an interest of a person who is, for any purpose of the CA 2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director.

11. Directors may have interests and vote and count for quorum

11.1 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Section 177 or 182, CA 2006 or otherwise pursuant to these Articles (as the case may be), a director, notwithstanding his office:

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or position of profit under the Company (except that of auditor or of auditor of a subsidiary of the Company) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other Article;
- (b) may be a member, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any subsidiary of the Company or any parent undertaking of the Company and any of such parent undertaking's subsidiaries or subsidiary undertakings or any other body corporate promoted by the Company or in which the Company is otherwise interested;
- (c) may be a member, director or other officer of, or employed or engaged by, or hold any other office or position with, or be directly or indirectly interested in the share capital of, DevCo, Foresight Group LLP or a Foresight Affiliate;
- (d) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from:

- (i) any matter, office, employment or position which relates to a conflict situation authorised in accordance with Article 10 (*Authorisation of conflicts of interest*) and, including without limitation, derived from DevCo; or
- (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this Article,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with Article 10 or permitted pursuant to paragraphs (a) or (b) of this Article and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, CA 2006.

- 11.2 For the avoidance of doubt, a director may be or become subject to one or more conflict situations as a result of any matter referred to paragraph (b) of Article 11.1 without requiring authorisation under the provisions of Article 10 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the conflict situation. The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA 2006 shall be applied (with any necessary modifications) in respect of any such declaration.
- 11.3 Subject to Section 175(6), CA 2006 and save as otherwise provided in these Articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a member on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This Article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177, CA 2006, Section 182, CA 2006 or otherwise. Subject to Article 11.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson, acting reasonably and in good faith having regard to the principles set out in these Articles, whose ruling in relation to any director other than the Chairperson is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed).
- 11.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 11.5 For the purposes of this Article 11, an interest of a person who is, for any purpose of the CA 2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director.

12. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

13. Appointment and removal of directors

- 13.1 An A Ordinary Shareholder Majority shall be entitled to appoint two persons to be A Directors of the Company and a B Ordinary Shareholder Majority shall be entitled to appoint two persons to be B Directors of the Company.

- 13.2 Any A Director may at any time be removed from office by an A Ordinary Shareholder Majority and any B Director may at any time be removed from office by a B Ordinary Shareholder Majority.
- 13.3 If any A Director or any B Director shall die or be removed from or vacate office for any cause, an A Ordinary Shareholder Majority (in the case of an A Director) or a B Ordinary Shareholder Majority (in the case of a B Director) shall appoint in his or her place another person to be an A Director or a B Director (as the case may be).
- 13.4 Any appointment or removal of a director pursuant to this Article shall be in writing and signed by or on behalf of the holder(s) of an A Ordinary Shareholder Majority or a B Ordinary Shareholder Majority (as the case may be) and served on the B Ordinary Shareholders' Representative (in the case of appointment or removal of an A Director) or any A Ordinary Shareholder (in the case of appointment or removal of a B Director) and the Company at its registered office, or delivered to a duly constituted meeting of the directors of the Company and on the director, in the case of his or her removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 13.5 The right to appoint and to remove A Directors or B Directors under this Article shall be a class right attaching to the A Ordinary Shares and the B Ordinary Shares respectively.
- 13.6 If no A Ordinary Shares or B Ordinary Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 13.7 No A Director or B Director shall be appointed or removed otherwise than pursuant to these Articles or any Joint Venture Agreement, save as provided by law.

14. Alternate directors

- 14.1 Any director (other than an alternate director) (the "**Appointor**") may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.
- 14.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.
- 14.3 The notice must:
- (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 14.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 14.5 Except as the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their Appointors; and

(d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

14.6 A person who is an alternate director but not a director may, subject to him being an eligible director:

(a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an eligible director and is not participating); and

(b) participate in a unanimous decision of the directors (but only if his Appointor is an eligible director in relation to that decision, and does not himself participate).

14.7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an eligible director in relation to that decision), in addition to his own vote on any decision of the directors.

14.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director.

14.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

(a) when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or

(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 appointment as a director; or

(c) when the alternate director's Appointor ceases to be a director for whatever reason.

15. Termination of director's appointment

A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) 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;

(e) by reason of that person's mental health, he is admitted to hospital in pursuance of an application for admission for treatment under any mental health legislation for the time being in force in any part of the United Kingdom or a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

16. **Directors' expenses**

The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from):

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company.

Shares

17. **Rights attaching to the shares**

17.1 No A Ordinary Share nor any right to subscribe for or to convert any security into any A Ordinary Share shall be allotted or granted otherwise than to the holder of an A Ordinary Share. No B Ordinary Share nor any right to subscribe for or to convert any security into any B Ordinary Share shall be allotted or granted otherwise than to the holder of a B Ordinary Share.

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

17.3 Each of the following shall be deemed to constitute a variation of the rights attached to the Ordinary Shares, New Preference Shares or Preference Shares:

- (a) any alteration in the Articles;
- (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
- (c) any resolution to put the Company into liquidation.

17.4 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

17.5 **Income**

- (a) **New Preference Shares**

The holders of New Preference Shares shall be entitled to receive, in priority to the holders of any other class of shares, a fixed cumulative preferential net cash dividend (the "**New Preference Dividend**") of 12.5 per cent of the aggregate of the nominal value of each New Preference Share plus the accrued value of the New Preference

Dividend as compounded annually per annum on each share for the period from the date of subscription for the New Preference Shares, such dividend to accrue day to day from the date of subscription for the New Preference Shares and compounded annually and to be payable on such dates as may be agreed from time to time with Shareholder Consent and in any event upon redemption in accordance with Article 17.8 (the "**New Dividend Date**").

(b) Preference Shares

The holders of Preference Shares shall be entitled to receive, in priority to the holders of any other class of shares, save for the holders of the New Preference Shares, a fixed cumulative preferential net cash dividend (the "**Preference Dividend**") of 8 per cent of the aggregate of the nominal value of each Preference Share plus the accrued value of the Preference Dividend as compounded annually per annum on each share for the period from the date of subscription for the Preference Shares, such dividend to accrue day to day from the date of subscription for the Preference Shares and compounded annually and to be payable on such dates as may be agreed from time to time with Shareholder Consent and in any event upon redemption in accordance with Article 17.8 (the "**Dividend Date**"). Notwithstanding the foregoing, any Preference Share held by a B Ordinary Shareholder shall cease to accrue the Preference Dividend from the date any such B Ordinary Shareholder becomes or is deemed to become a Leaver.

(c) Ordinary Shares

The balance of any profits which the Company or Board may determine to distribute shall be distributed amongst the holders of the Ordinary Shares (equally as if they were one class of share) pro rata according to the number of Ordinary Shares (as the case may be) held.

(d) *Declaration and payment of dividends*

(i) The New Preference Dividend and the Preference Dividend shall, on the New Dividend Date or the Dividend Date (as the case may be) and without any resolution of the directors or of the Company in general meeting, become a debt due from the Company and immediately payable.

(ii) The Company shall procure that each of its Subsidiaries shall from time to time and so far as it is legally able declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are lawful and necessary to permit prompt payment by the Company of the New Preference Dividend or the Preference Dividend (as the case may be).

(iii) In the event, whether by reason of any principle of law or otherwise, the Company is unable to pay in full on the New Dividend Date or Dividend Date any New Preference Dividend or Preference Dividend (as the case may be) which would otherwise be required to be paid pursuant to the foregoing provisions of this Article on the New Dividend Date or Dividend Date (as the case may be), then:

(A) on the New Dividend Date or Dividend Date (as the case may be) the Company shall pay the maximum sum (if any) which can then consistently with any such principle of law or other restrictive circumstance be properly paid by the Company; and

(B) the Company shall pay on account of the balance of the relevant dividend for the time being remaining outstanding as soon as it is able to do so.

- (iv) No Preference Dividend shall be paid unless and until all outstanding New Preference Dividends have been paid and the New Preference Shares have been fully redeemed.

17.6 Capital

On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company available for distribution amongst its members after payment of its liabilities shall be applied in the following manner and order of priority:

- (a) first, in paying to each holder of New Preference Shares (to the extent such New Preference Shares have not been redeemed pursuant to Article 17.8) an amount equal to the Issue Price for each New Preference Share held by such holder and if there is a shortfall, the assets shall be distributed to the holders of the New Preference Shares pro rata to the number of New Preference Shares held by each of them respectively;
- (b) next, in paying to each holder of New Preference Shares (to the extent such New Preference Shares have not been redeemed pursuant to Article 17.8) an amount equal to all unpaid arrears and accruals of the New Preference Dividend on the New Preference Shares held by such holder, calculated down to the date of the return of capital on the New Preference Share (such arrears and accruals being payable irrespective of whether the New Preference Dividend has become due and payable in accordance with the Articles) and if there is a shortfall, the assets shall be distributed to the holders of the New Preference Shares pro rata to the number of New Preference Shares held by each of them respectively;
- (c) next, in paying to each holder of Preference Shares (to the extent such Preference Shares have not been redeemed pursuant to Article 17.8) an amount equal to the Issue Price for each Preference Share held by such holder and if there is a shortfall, the assets shall be distributed to the holders of the Preference Shares pro rata to the number of Preference Shares held by each of them respectively;
- (d) next, in paying to each holder of Preference Shares (to the extent such Preference Shares have not been redeemed pursuant to Article 17.8) an amount equal to all unpaid arrears and accruals of the Preference Dividend on the Preference Shares held by such holder, calculated down to the date of the return of capital on the Preference Share (such arrears and accruals being payable irrespective of whether the Preference Dividend has become due and payable in accordance with the Articles) and if there is a shortfall, the assets shall be distributed to the holders of the Preference Shares pro rata to the number of Preference Shares held by each of them respectively;
- (e) next, in paying the balance to the holders of the Ordinary Shares (*pari passu* as if the constituted one class of share) pro rata to the number of Ordinary Shares held by each of them respectively.

17.7 Exit provisions

- (a) Upon a Sale, the members who sell their shares in such Sale will be entitled to share in the proceeds of the Sale in the manner and order of priority set out in Article 17.6.
- (b) Upon a Disposal the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 17.6 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the members shall take any action required by Foresight (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in the manner and order of priority set out in Article 17.6 (*Returns*).

17.8 Redemption of New Preference Shares and Preference Shares

- (a) The New Preference Shares shall rank ahead of the Preference Shares and there shall be no redemption of the Preference Shares, or payment of the Preference Dividend unless and until all New Preference Shares have been redeemed in full (including the payment of any Early Redemption Premium).
- (b) Subject to the provisions of the CA 2006 or any Joint Venture Agreement, unless previously redeemed in accordance with these Articles, the Company shall redeem:
 - (i) each New Preference Share for the time being issued and outstanding on the earlier of:
 - (A) the date falling four years and six months after the date that such New Preference Share was issued (a "**Principal Redemption Date**");
 - (B) any date required in accordance with the provisions of any Joint Venture Agreement;
 - (C) subject always to Article 17.8(c):
 - (i) immediately prior to completion of a Sale or Listing ;or
 - (ii) such date as may be requested by the Company with Shareholder Consent.
 - (ii) each Preference Share for the time being issued and outstanding on the earlier of:
 - (A) immediately prior to completion of a Sale or Listing ;or
 - (B) any date requested by the Company with Shareholder Consent provided always that all New Preference Shares have been previously redeemed.
- (c) the Company may at any time redeem some or all of the New Preference Shares which may be in issue from time to time before the Principal Redemption Date relating to those New Preference Shares by serving written notice of such redemption on the holders of such New Preference Shares. In the event of such early redemption (an "**Early Redemption**"):
 - (i) an early repayment premium shall be payable by JVCo to the holders of such New Preference Shares of an amount equal to the net present value (calculated based on the coupon rate as the discount rate and at the date of such repayment) of the amount that such holder would have received pursuant to the New Preference Dividend accruing on such New Preference Share had that New Preference Share been redeemed on the relevant Principal Redemption Date (the "**Early Redemption Premium**"); and
 - (ii) the redemption shall be made pro-rata to all holders of New Preference Shares in proportion of New Preference Shares held by each of them on the date of the Early Redemption.
- (d) On each redemption the holder of the New Preference Shares or Preference Shares (as the case may be) being redeemed will be paid an amount equal to the Subscription Price of each New Preference Share or Preference Shares (as the case may be) together with a sum equal to all unpaid arrears and accruals on the New Preference Shares or Preference Shares (as the case may be) calculated down to and including the date of such redemption.

- (e) On or before any redemption of New Preference Shares or Preference Shares (as the case may be), each holder of New Preference Shares or Preference Shares (as the case may be) so redeemed shall deliver to the Company the relevant share certificate(s) or an indemnity in respect of them in a form reasonably satisfactory to the Company. If any share certificate so delivered to the Company includes any New Preference Shares or Preference Shares (as the case may be) not falling to be redeemed on the relevant redemption date a fresh certificate for the New Preferences Shares or Preference Shares (as the case may be) not so redeemed shall be issued to the member concerned within 10 Business Days of the relevant date of redemption.
- (f) If there is more than one holder of New Preference Shares or Preference Shares (as the case may be), the number of New Preference Shares or Preference Shares (as the case may be) to be redeemed on each occasion shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) amongst all holders of the New Preference Shares or Preference Shares (as the case may be).
- (g) If the Company is unable at any time to redeem in accordance with the CA 2006 the number of New Preference Shares or Preference Shares (as the case may be) then due to be redeemed pursuant to this Article, the Company shall redeem on the date fixed for redemption such number of New Preference Shares or Preference Shares (as the case may be) as it is then able to redeem in accordance with the CA 2006 and shall redeem the balance as soon as it is able to do so.

17.9 Voting rights

(a) New Preference Shares

The holders of the New Preference Shares shall be entitled to receive notice of any general meeting and a copy of every written resolution of the Company and to attend either in person (or, being a corporation, by duly authorised representative) or by proxy and speak at any general meeting of the Company but shall not be entitled to vote (whether personally, by authorised representative or by proxy).

(b) Preference Shares

The holders of the Preference Shares shall be entitled to receive notice of any general meeting and a copy of every written resolution of the Company and to attend either in person (or, being a corporation, by duly authorised representative) or by proxy and speak at any general meeting of the Company but shall not be entitled to vote (whether personally, by authorised representative or by proxy).

(c) Ordinary Shares

Subject to Articles 17.10 (*Variation of voting rights*) and 17.11 (*Disenfranchisement*) the holders of the Ordinary Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to receive and vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA 2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Ordinary Share held by such holder.

17.10 Variation of voting rights

- (a) If any Trigger Event subsists, then at any time after the Trigger Event has occurred (and prior to the Trigger Even being resolved):
 - (i) the holders of A Ordinary Shares may convene a general meeting of the Company, by such notice as is required by the 2006 Act and these Articles or circulate a resolution to be passed in writing, as if such holders had full and

immediate authority (which shall be deemed hereby confirmed) on behalf of the Board for that purpose and the Company shall be provided with a copy of the notice convening the meeting or of such proposed written resolution at the same time as it is sent to the members entitled to vote on the same. The quorum at any meeting held or called pursuant to this Article 17.10 (*Variation of voting rights*) shall be Shareholders holding a majority of the A Ordinary Shares;

- (ii) (subject to the provisions of Article 17.10(b) the holders of A Ordinary Shares shall, as a class, be entitled to cast 90% of the votes capable of being cast at all meetings of Shareholders (including at any meetings of any class of Shareholder). Where there is more than one holder of A Ordinary Shares such enhanced voting rights shall be exercisable in the proportions in which the A Ordinary Shares are held; and
 - (iii) (subject to the provisions of Article 17.10(b)) for the purposes of passing any written resolutions of the Company pursuant to section 288 of the CA Act 2006 and/or consenting to the holding of any general meeting and/or class meeting of the Company on short notice pursuant to section 307(4) of the CA 2006, the holders of the A Ordinary Shares shall be the only holders entitled to receive notice of, attend and vote at a general meeting and/or class meeting of the Company.
- (b) The sole purpose for which the provisions of Article 17.10(a) shall apply, and the sole resolutions which the A Ordinary Shareholder(s) shall be entitled to pass pursuant to the authority conferred by Article 17.10(a), shall be for the purpose of approving the creation and allotment of a new class of share which may or may not rank in priority to any of the other shares in issue and which are to be allotted to a person which is neither a shareholder nor a Group Company of a shareholder, the creation and allotment of any such share being consistent with the provisions of a plan of the board adopted for the purpose of addressing the impact of the Trigger Event. Save as expressly provided in the prior provisions of this Article 10.1(b), the holders of the A Ordinary Shares shall not be entitled to:
- (i) approve the replacement of and/or amendment of the provisions of these Articles;
 - (ii) modify, vary, amend or abrogate the rights attaching to the B Ordinary Shares as a class; or
 - (iii) use their voting rights in any way that would adversely and disproportionately affect the economic rights attaching to or the value of the B Ordinary Shares (including by the allotment and issue of new shares in the Company otherwise than in accordance with Article 18) as compared to the way the economic rights attaching to or the value of the A Ordinary Shares have been altered

without B Ordinary Shareholder Consent or a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares sanctioning the variation.

- (c) The provisions of this Article 17.10 shall cease to apply when the relevant Trigger Event has been remediated to the reasonable satisfaction of the holders of the A Ordinary Shares.

17.11 Disenfranchisement

- (a) The provisions of this Article 17.11 (*Disenfranchisement*) shall apply:
- (i) if, at any time without Shareholder Consent, any shareholder has transferred or purported to transfer any shares in breach of the provisions of these Articles; and

- (ii) in the circumstances agreed in any Joint Venture Agreement.
- (b) If any of the circumstances stated at Article 17.11(a) (*Disenfranchisement*) have occurred:
 - (i) the Ordinary Shares held by such Shareholder; and
 - (ii) any Ordinary Shares formerly held by such Shareholder which have been transferred, either in breach of the provisions of the Articles or otherwise in accordance with Article 22 (*Permitted Transfers*),

(together, "**Restricted Shares**")

shall, if an A Ordinary Shareholder or the B Ordinary Shareholder' Representative has served written notice on the Company and the relevant holder(s) to such effect, immediately cease to entitle the holder(s) of such Restricted Shares to receive notice of or to attend, speak or vote (whether on a show of hands or on a poll) at any general meeting or and written resolution or at any separate class meeting of the Company. Restricted Shares shall not be counted in determining the total number of votes which may be cast at such meeting or required for the purposes of an written resolution or a consent under these Articles or otherwise.

- (c) The provisions of Article 17.11(b) (*Disenfranchisement*) shall continue to apply:
 - (i) for so long as may be agreed in any Joint Venture Agreement; and
 - (ii) (if earlier) until such time as the Restricted Shares have been transferred other than to a Permitted Transferee,

or otherwise with until the completion of a Sale or a Listing.

17.12 **Redesignation on Transfer**

- (a) Any B Ordinary Shares transferred to an A Ordinary Shareholder or to a person who is part of the same Group as an A Ordinary Shareholder shall (without further authority than is contained in this Article) forthwith on their transfer be deemed to have been re-designated as A Ordinary Shares (on the basis of one A Ordinary Share for every one B Ordinary Share) having all the rights, privileges and restrictions attaching to the A Ordinary Shares.
- (b) Any A Ordinary Shares transferred to a B Ordinary Shareholder or to a person who is part of the same Group as a B Ordinary Shareholder shall (without further authority than is contained in this Article) forthwith on their transfer be deemed to have been re-designated as B Ordinary Shares (on the basis of one B Ordinary Share for every one A Ordinary Share) having all the rights, privileges and restrictions attaching to the B Ordinary Shares.

18. **Issue of further shares**

- 18.1 Any Relevant Securities to be granted or allotted by the Company ("**Further Issue**") shall first be offered to the holders of the Ordinary Shares by way of written offer in the same proportion as nearly as possible as the number of Ordinary Shares held by that holder bears to the total number of Ordinary Shares in issue and such offers shall be open for acceptance for not less than 21 days from the latest date of despatch of the written offer to the holders of such Ordinary Shares.
- 18.2 When applying for an allocation following an offer made in accordance with Article 18 it shall be open to each such holder to specify the number of Relevant Securities in excess of the proportionate entitlement for which the holder is willing to subscribe.

18.3 If the total number of Relevant Securities applied for pursuant to an offer made under article 18 is:

- (a) equal to or less than the number of Relevant Securities available, the Relevant Securities shall be allocated in satisfaction of the applications received; or
- (b) more than the number of Relevant Securities available, the Board shall allocate Relevant Securities in accordance with the following formula. This formula shall be applied repeatedly until there are no Relevant Securities remaining to be allocated. Each application of the formula is referred to below as an "iteration".

$$A = \frac{B}{C} \times D$$

A is the number of Relevant Securities to be allocated to the relevant Shareholder in the iteration.

B is the number of Equity Shares held by the relevant Shareholder.

C is the number of Equity Shares held by all the Shareholders to whom the iteration is being applied.

D is the number of Relevant Securities or, after the first iteration, the number of Relevant Securities remaining unallocated by previous iterations.

If in any iteration, a Shareholder would be allocated more than total number of the Relevant Securities for which the Shareholder applied (including allocations from previous iterations) then any excess will not be allocated to that member, who will cease to take part in any further iterations, and the excess Relevant Securities will be available for allocation in the next iteration.

18.4 The Board shall notify each Shareholder who applied for Relevant Securities of the number of Relevant Securities that have been allocated. The notification shall include the place and time (being not earlier than 7 days and not later than 14 days after the latest date by which applications had to be received) at which the allotment of the Relevant Securities shall be completed.

18.5 Any Relevant Securities not accepted or subscribed for by the Shareholders shall be at the disposal of the Board who may (within a period of 3 months from the end of the last offer period under Article 18.1), allot the same to such persons at a price per share (being not less than the price at which they were offered pursuant to Article 18.1) and otherwise on such terms as they think proper.

18.6 Notwithstanding any other provisions of this Article 18.6, no Relevant Securities shall be allotted to any person not bound by any Joint Venture Agreement unless that person has first entered into a Deed of Adherence (and, if such person is an Employee, made a valid election under Section 431(1) of the Income Tax (Earnings and Pensions) Act 2002 in respect of such Relevant Securities issued to such person).

18.7 Pursuant to Section 567 of the CA 2006, Section 561(1) and Sections 562(1) to 562(5) of the CA 2006 shall be excluded from applying to the Company.

19. Funding following a Trigger Event

19.1 The provisions of Article 18 (*Further issue of shares*) shall not apply if any A Ordinary Shareholder has served a Trigger Event Notice on the Company. In such circumstances, subject to the provisions of any Joint Venture Agreement, the holders of A Ordinary Shares shall be entitled to serve written notice (a "**Emergency Funding Notice**") on the Company that new shares ("**New Shares**") and/or other securities ("**New Securities**") may be issued by the Company (whether ranking ahead of, *pari passu* with, or subordinated to, any of the existing

shares or any other existing securities), without the consent of the holders of the shares or existing securities. Subject to Articles 19.2 and 19.3 (*Funding following a Trigger Event*), the directors may (subject only to Article 17.2 and receiving A Ordinary Shareholder Consent) offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of such New Shares and/or New Securities to such persons and generally in such terms, in such manner and at such times as they may determine.

19.2 In the event that New Shares and/or New Securities are issued by the Company to any holders of A Ordinary Shares or to any Group Company of any of them (the "**Emergency Funders**") pursuant to Article 19.1 (*Funding following an Trigger Event*) (an "**Emergency Fund Raising**"):

- (a) the Emergency Funders shall within 10 Business Days of completing the subscription of an Emergency Fund Raising notify each holder of B Ordinary Shares (each an "**Invited Shareholder**") of the number of, and the subscription price for, the New Shares and/or New Securities which comprise the Emergency Fund Raising;
- (b) each Invited Shareholder may serve notice the Emergency Funders within 20 Business Days of receipt of the notice referred to in Article 19.2(a) (*Funding following an Trigger Event*) requiring the Emergency Funders to sell and transfer to such Invited Shareholder an amount of the Emergency Fund Raising which is proportionate to that Invited Shareholder's proportionate holding of Ordinary Shares in issue immediately prior to the Emergency Fund Raising (the "**Transferred Funding**"); and
- (c) where the Emergency Fund Raising involves the provision by the Emergency Funders of funding in more than one form, the participating Invited Shareholders shall be required to acquire the same proportion of each type of funding instrument and to be held upon the same terms as the Emergency Funders.

19.3 In respect of any transfer of New Shares and/or New Securities pursuant to Article 19.2 (*Funding following an Trigger Event*):

- (a) the price at which the Invited Shareholders may acquire New Shares and/or New Securities issued to the Emergency Funders as part of an Emergency Fund Raising shall be the same price per New Share and/or New Security paid by the Emergency Funders;
- (b) any stamp duty payable in respect of any transfer of New Shares and/or New Securities shall be paid jointly by the Seller and the Purchaser of the relevant shares; and
- (c) the obligations of the Emergency Funders to satisfy the requirement to transfer New Shares and/or New Securities to the relevant Invited Shareholders shall be satisfied by the Emergency Funders in the proportions in which they provided the additional funding pursuant to the Emergency Fund Raising.

20. **Share transfers: general**

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

20.2 No share shall be transferred unless the transfer is made either (a) in accordance with these Articles and the provisions of any Joint Venture Agreement or (b) with the prior Shareholder Consent.

20.3 Subject to Article 20.4, the directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles or any Joint Venture Agreement.

- 20.4 The directors may, as a condition to the registration of any transfer of shares (whether to a Permitted Transferee or otherwise) require the transferee to provide the Company with the required particulars under Section 790K, CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of Section 790C, CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any Joint Venture Agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this Article 20.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under Section 790K, CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of Section 790C, CA 2006.
- 20.5 To enable the directors to determine whether or not there has been a transfer of shares in breach of these Articles, the directors may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in his name to the reasonable satisfaction of such directors within 14 days of their request or, as a result of the information and evidence provided such directors (acting reasonably) are satisfied that a breach has occurred, then such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares be entitled to be present or to vote in person or by proxy at any general meeting of the company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares. Such directors may reinstate these rights at any time.
- 20.6 The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:
- (a) is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("**Secured Institution**") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or
 - (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
 - (c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.

21. Pre-emption rights on the transfer of shares

- 21.1 Except (i) as may be agreed in accordance with the provisions of any Joint Venture Agreement or (ii) where the provisions of Articles 22 (*Permitted Transfers*), 24 (*Tag along*) or 25 (*Drag along*) apply, a shareholder ("**Seller**") wishing to transfer all or some of its shares or interest in any shares ("**Sale Shares**") must give a Transfer Notice to the other shareholders ("**Continuing Shareholders**") giving details of the proposed transfer including:

- (a) the identity of the proposed buyer; and
 - (b) the price (in cash) at which it proposes to sell the Sale Shares ("**Sale Price**").
- 21.2 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice ("**Offer Period**"), the Continuing Shareholders shall be entitled (but not obliged) to give notice in writing to the Seller that they wish to purchase all or some of the Sale Shares at the Sale Price ("**Purchase Notice**").
- 21.3 On the expiration of the Offer Period, the directors shall allocate the Sale Shares to or amongst the Continuing Shareholders who have accepted the invitation pursuant to any Purchase Notice ("**Pre-emption Purchasers**") so far as practicable on a *pari passu* basis.
- 21.4 The allocation of Sale Shares between Pre-emption Purchasers in accordance with Article 21.3 shall be subject to the following:
 - (a) if there are applications from the Pre-emption Purchasers for more than the number of Sale Shares available, the Sale Shares shall be allocated to the Pre-emption Purchasers pro rata to the number of shares held by each of them, provided always that no Pre-emption Purchaser shall be allocated more than the maximum number of Sale Shares that they stated they were willing to purchase in their respective Purchase Notice; and
 - (b) if it is not possible to allocate the Sale Shares without involving fractions of a share, they shall be re-allocated amongst the relevant Pre-emption Purchasers in such manner as is as close as possible to the original allocation and otherwise as the board shall think fit.
- 21.5 If, at the expiry of the period specified in Article 21.2, the Continuing Shareholder has not given a Purchase Notice, the Seller may transfer all its Sale Shares to the buyer identified in the Transfer Notice at a price not less than the Sale Price provided that it does so within three months of the expiry of the period specified in Article 21.2.
- 22. **Permitted Transfers**
- 22.1 A shareholder ("**Original Shareholder**") may at any time transfer all or some of its shares to a Permitted Transferee in accordance with, and subject to the provisions of the remainder of this Article 22, without being required to follow the steps set out in Article 21 and the provisions of Article 24 (*Tag along*) and Article 25 (*Drag along*) shall not apply with respect to any such transfer.
- 22.2 *Transfers to Family Trusts*
 - (a) No transfer of Ordinary Shares shall be made to the trustees of a Family Trust unless Foresight has confirmed in writing, such confirmation not to be unreasonably withheld or delayed, that it is satisfied:
 - (i) that none of the costs incurred in establishing or maintaining the relevant Family Trust will be payable by any member of the Company's Group; and
 - (ii) with the terms of the instrument constituting the relevant Family Trust and with the identity of the trustees.
- 22.3 A shareholder holding shares as a result of a Permitted Transfer may at any time transfer all or some of its shares back to the Original Shareholder from whom it received those shares or to another Permitted Transferee of such Original Shareholder, without being required to follow the steps set out in Article 21.
- 22.4 If a Permitted Transfer has been made to a Permitted Transferee, that Permitted Transferee shall within 5 Business Days of ceasing to be:

- (a) a member of a Permitted Group;
- (b) a Family Member of the Original Shareholder;
- (c) a Family Trust of the Original Shareholder or there ceasing to be any beneficiaries of the Family Trust other than a charity or charities;
- (d) a wholly owned company of an Ordinary Shareholder

transfer all of the shares held by it to:

- (i) the Original Shareholder from whom it received those shares; or
- (ii) another Permitted Transferee of that Original Shareholder,

(which in either case (if applicable in respect of a company transferee) is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this Article 22.4, the Company may execute a transfer of the shares on behalf of the Permitted Transferee and register the Original Shareholder as the holder of such shares.

23. Valuation

23.1 Within 10 Business Days following deemed service of a Deemed Transfer Notice:

- (a) the shareholders shall use their respective reasonable endeavours (acting in good faith) to agree in writing the Fair Value of the relevant Ordinary Shares; and
- (b) if the shareholders are unable to reach agreement within such period, the shareholders shall procure that the Company shall appoint Well Engineering Partners, Beringa, Enova and PricewaterhouseCoopers LLP to act jointly for the purposes of this Article 23 (and, in the event any of them are not willing to act as anticipated by this Article 23, such relevant expert shall be replaced by agreement between the Ordinary Shareholders or failing such agreement any shareholder may refer the matter to a mediator as nominated by CEDR and act reasonably in seeking to reach agreement of such replacement expert) (the "Valuer").

23.2 The Valuer shall be required to determine in writing the fair value of the relevant Ordinary Shares on the following bases and assumptions:

- (a) valuing the relevant Ordinary Shares as a proportion of the total value of all Ordinary Shares without any premium or discount being attributable to any specific percentage of Shares;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) the sale is to be on arms' length terms between a willing seller and a willing buyer for cash payable in full on completion;
- (d) having regard to the rights and restrictions attaching to the relevant Ordinary Shares in respect of income and capital;
- (e) the relevant Ordinary Shares are to be sold free of all restrictions, liens, charges and other encumbrances;
- (f) having regard to the condition and stage of the assets of the Company (including in relation to any projects and any infrastructure or other development works undertaken in relation to any projects and the status of any planning applications, obligations or conditions);

- (g) having regard to the other assets, obligations and liabilities of the Company;
 - (h) in circumstances where there is an event of default under any Joint Venture Agreement where the shareholder who has committed the event of default is the seller of the relevant Ordinary Shares then the impact of the event of default shall be taken into account; and
 - (i) taking into account any accrued unpaid distributions or dividends in relation to the relevant Ordinary Shares; and
 - (j) the sale is taking place on the date that the Transfer Notice or Deemed Transfer Notice was deemed served.
- 23.3 In applying the assumptions set out in Article 23.2 and subject to Article 23.5, the Valuer shall be entitled to act in such manner as they shall, in their reasonable discretion, think fit (including, to the extent they consider it reasonably necessary, that they may instruct professional advisers and/or an appropriately qualified valuer in relation to the projects).
- 23.4 Any Valuer is deemed to be appointed by the Company which (through the board, acting with the agreement of at least one A Director and one B Director) has sole discretion to agree the terms of the Valuer's engagement and such terms as the board (with the agreement of at least one A Director and one B Director) agrees shall be binding on the Company and the shareholders provided they are consistent with the provisions of this Article 23 and not contradictory or irrational. Any Director authorised by board (with the agreement of at least one A Director and one B Director) shall be entitled to sign such terms on behalf of the Company.
- 23.5 Any Valuer appointed under this Article 23 shall be considered to be acting as an expert and not as an arbitrator and its decision shall be final and binding on the Company and the shareholders (in the absence of fraud or manifest error).
- 23.6 The Company shall give the Valuer access to all accounting records or other relevant documents and information relating to the Company as the Valuer may reasonably request from time to time for the purposes of their determination, subject to the Valuer agreeing such confidentiality provisions as the board may reasonably impose. Each of the shareholders shall be entitled to make written submissions to the Valuer for the purposes of the Valuer's determination (with a copy of such submissions to be submitted to the other shareholders at the same time).
- 23.7 The fees, expenses and any other charges of the Valuer in respect of a valuation shall be borne by the Company or as the Valuer shall otherwise determine.
- 23.8 The Valuer shall be instructed to provide to the Company and the shareholders a written notice of the fair value of the relevant Ordinary Shares within 20 Business Days of being instructed and, in the absence of fraud or manifest error, the fair value as notified by the Valuer shall be deemed to be the fair value of the relevant Ordinary Shares.
- 24. Tag along**
- 24.1 Except as permitted by Article 22 (*Permitted Transfers*), where there has been a Tag Along Waiver or where any shares are to be transferred in accordance with the provisions of any Joint Venture Agreement following an event of default (as defined in any such Joint Venture Agreement), no transfer of any shares may be made or registered by the board unless such Third Party Purchaser has made a Tag Along Offer.

- 24.2 Any Tag Along Offer made under Article 24.1 (*Tag along*) shall be made in writing and shall be open for acceptance for at least 15 Business Days. A Tag Along Offer shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance. The consideration in respect of any accepted Tag Along Offer shall be settled in full on completion of the sale and purchase thereunder.
- 24.3 Any transfer of shares to a Third Party Purchaser, being shares which were the subject of a Tag Along Offer in accordance with this Article 24 (*Tag along*), shall not be subject to the restrictions on transfer contained in these Articles.
25. **Drag along**
- 25.1 Subject always to the provisions of any Joint Venture Agreement, if after the fifth anniversary of the Date of Adoption the holders of all of the A Ordinary Shares in issue for the time being (the "**Majority Sellers**") wish to transfer all of their A Ordinary Shares (the "**Majority Sellers' Shares**") to a Third Party Purchaser, the Majority Sellers shall have the option (the "**Drag Along Option**") to require all (but not some only) of the other holders of shares (the "**Dragged Shareholders**") to transfer all their shares (the "**Dragged Shares**") to the Third Party Purchaser in accordance with the provisions of Articles 25.2 (*Drag along*) to 25.11 (*Drag along*).
- 25.2 The Majority Sellers may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to each of the Dragged Shareholders at any time before the transfer of the Majority Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify:
- (a) that the Dragged Shareholders are required to transfer all their Dragged Shares pursuant to this Article 25.2(a) (*Drag along*);
 - (b) the identity of the Third Party Purchaser;
 - (c) the consideration for which the Dragged Shares are to be transferred (determined in accordance with Article 25.4 (*Drag along*)) provided that Dragged Shares may only be sold for cash or deferred cash consideration and a Dragged Shareholder may not be required to sell Dragged Shares for any other form of consideration; and
 - (d) the proposed date of transfer of the Dragged Shares (if known), which shall be at least 3 Business Days after the date on which the Drag Along Notice is served.
- 25.3 A Drag Along Notice may be revoked by the Majority Sellers' at any time prior to the completion of the transfer of the Dragged Shares. A Drag Along Notice shall lapse if for any reason the transfer of the Majority Sellers' Shares to the Third Party Purchaser is not completed within 30 Business Days of the date of service of the Drag Along Notice. The Majority Sellers shall be entitled to serve further Drag Along Notices (whether the proposed transfer is to the same Third Party Purchaser or a different one) following the lapse of any particular Drag Along Notice.
- 25.4 The Dragged Shares shall be transferred with full title guarantee, free from any charge, lien or other encumbrance provided that the proceeds are allocated amongst the Majority Sellers' Shares and the Dragged Shares in accordance with Article 17.7 (*Exit Provisions*).
- 25.5 Completion of the transfer of the Dragged Shares shall take place on the same date as the date proposed for completion of the transfer of the Majority Sellers' Shares unless:
- (a) the relevant Dragged Shareholder and the Majority Sellers agree otherwise; or
 - (b) that date is less than 3 Business Days after the Drag Along Notice where it shall be deferred until the third Business Day after the Drag Along Notice.
- 25.6 Each Dragged Shareholder shall be prohibited from divulging or communicating to any third party (other than to other shareholders and to their bona fide professional finance or legal advisors (who shall be subject to an obligation to treat such information as confidential)) (i) the fact that the Majority Sellers wish to transfer the Majority Sellers' Shares to the Third Party

Purchaser (ii) the terms set out in the Drag Along Notice or (iii) any other information concerning the transfer of the Majority Sellers' Shares or the Dragged Shares.

25.7 Any transfer of Shares to a Third Party Purchaser who is acquiring shares from:

- (a) the Majority Sellers in accordance with Article 25.1 (*Drag along*);
- (b) a Dragged Shareholder following service of a Drag Along Notice; or
- (c) any other member who has agreed to transfer their shares to the Third Party Purchaser on terms approved by the Majority Sellers,

shall not be subject to the restrictions on transfer contained in these Articles and Article 24 (*Tag along*) shall not apply where the Majority Sellers, the Dragged Shareholders and such other members who have agreed to transfer their shares to the Third Party Purchaser comprise all the members of the Company on the date of the Drag Along Notice.

25.8 If any Dragged Shareholder fails to complete the transfer of the relevant Dragged Shares in accordance with this Article 25.8 (*Drag along*), that Dragged Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Sellers to be the Dragged Shareholder's agent to:

- (a) execute and deliver on behalf of that Dragged Shareholder all documents (including but not limited to any stock transfer forms, covenants of full title guarantee and indemnities for missing any share certificate); and
- (b) do all other acts and things,

which the agent considers, in the agent's absolute discretion, to be necessary or desirable to complete the transfer of the relevant Dragged Shares and all rights attaching thereto in accordance with the provisions of this Article 25.8 (*Drag along*). The consideration payable to such defaulting Dragged Shareholder shall be paid to the Company (to be held by the Company on trust for the relevant Dragged Shareholder without any obligation to pay interest) and receipt by the Company shall be good discharge to the Third Party Purchaser.

25.9 The directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or its nominee) as the holder of the relevant Dragged Shares. After the Third Party Purchaser (or its nominee) has been registered as the holder of the relevant Dragged Shares, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of shares under this Article 25.9 (*Drag along*) that no share certificate has been produced.

25.10 Where at any time following the issue of a Drag Along Notice (which has not lapsed or been revoked), any person (a "**New Member**") becomes the holder of any share(s) pursuant to the exercise of any option, warrant or other right to subscribe for or acquire shares (and other applicable securities), whether or not the New Member is registered as a member of the Company, a Drag Along Notice shall immediately be deemed to have been served upon that New Member on the same terms as the then current Drag Along Notice. Upon the deemed service of the Drag Along Notice pursuant to this Article 25.10 (*Drag along*), the New Member shall be bound to transfer all shares (and other applicable securities) acquired by the New Member to the Third Party Purchaser and the provisions of this Article 25.10 (*Drag along*) shall apply mutatis mutandis to each New Member save that completion of the transfer of the shares (and other applicable securities) acquired by the New Member shall take place on the later of:

- (a) the date on which the Drag Along Notice being deemed served on the New Member pursuant to this Article 25.10 (*Drag along*); and
- (b) the date of completion of the transfer of the Dragged Shares pursuant to the original Drag Along Notice.

- 25.11 The transaction fees, costs and expenses (including the cost of any premium for any transaction related insurance) incurred by the Majority Sellers and the Dragged Shareholders that are attributable to the transfer of shares (and any other applicable securities) made in accordance with this Article 25 shall be borne by the Majority Sellers and the Dragged Shareholders on a basis proportionate to the allocation of the proceeds of sale payable in respect of all the shares in issue. An amount equal to the Dragged Shareholders' proportionate share of such fees, costs and expenses shall, if an A Ordinary Shareholder so directs, be deducted from the amount which the Dragged Shareholders are entitled to receive for their Dragged Shares and shall be used to pay their proportionate share of such fees, costs and expenses.
- 25.12 Notwithstanding the foregoing, no Dragged Shareholder may be required to assume any obligation save in respect of those matters specifically referred to in Article 25.4 and Article 25.11.

Decision making by shareholders

26. Quorum for general meetings

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

27. Chairing general meetings

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

28. Voting

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

29. Poll votes

- 29.1 A poll may be demanded at any general meeting by a qualifying person (as defined in Section 318, CA 2006) present and entitled to vote at the meeting.
- 29.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

30. Proxies

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

Administrative arrangements

31. Means of communication to be used

- 31.1 Subject to Article 31.2, any notice, document or other information shall be deemed received by the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent or supplied by email, at the time of transmission; or
 - (c) if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting.
- 31.2 If deemed receipt under Article 31.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this Article, "**Usual Business Hours**" means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information.
- 31.3 To prove service, it is sufficient to prove that:
- (a) if delivered by hand, the notice was delivered to the correct address;
 - (b) if sent by email, the notice was properly addressed and sent to the email address of the recipient; and
 - (c) if sent by post, the envelope containing the notice was properly addressed, paid for and posted.
- 31.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

32. Indemnity and insurance

- 32.1 Subject to Article 32.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 32.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.
- 32.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.
- 32.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 32.4 In this Article:
 - (a) a **"relevant officer"** means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
 - (b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company.