

HILL DICKINSON

Dated 2 March 2021

ARTICLES OF ASSOCIATION

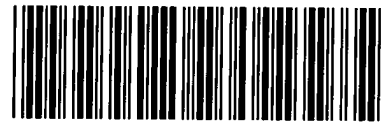
of

AXON MOORE HOLDINGS LIMITED

(Adopted by Special Resolution passed on
2 March 2021)

Company Number: 13207238

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COMPANIES HOUSE

Hill Dickinson LLP
50 Fountain Street
Manchester
M2 2AS

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Company Number: 13207238

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
AXON MOORE HOLDINGS LIMITED

(Adopted by Special Resolution passed on 2 March 2021)

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions set out in this Article 1.1 apply in these Articles.

Act means the Companies Act 2006.

Acting in Concert has the meaning given by the City Code of Takeovers and Mergers as in force and construed on the Adoption Date.

Adoption Date means the date of adoption of these Articles.

Alternate has the meaning given in Article 24.1.

Appointor has the meaning given in Article 24.1.

Asset Sale means the disposal by one or more of the Company of the whole or substantially the whole of its business, undertaking or assets of one or more of the Company.

Auditors means the Company's auditors or accountant(s) from time to time.

Authorisation has the meaning given in Article 16.2.

Authorised Person means:

- (a) any Director;
- (b) the company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

Available Profits means profits of the Company available for distribution within the meaning of the Act.

Bad Leaver means a Holder who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in Article 36.1.1.8 as a result of:

- (a) the voluntary resignation of that Holder (other than for a reason set out in the definition of Good Leaver); or
- (b) any other circumstances in which he is not a Good Leaver.

Board means the board of directors of the Company, as from time to time constituted.

Board Invitees has the meaning given in Article 35.3;

Business Day means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays).

Call has the meaning given in Article 41.1.

Call Notice has the meaning given in Article 41.1.

Capitalised Sum has the meaning given in Article 56.1.2.

Chairman means the chairman of the Company from time to time.

Chairman of the Meeting means the person chairing the relevant general meeting in accordance with Article 59.

Change of Control means the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser (either alone or together with persons Acting in Concert) would be entitled to exercise a Controlling Interest.

Company means Axon Moore Holdings Limited (company number 13207238).

Company's Lien has the meaning given in Article 39.1.

Compulsory Transfer Notice has the meaning given in Article 36.2.

Compulsory Transfer Shares means in relation to a Relevant Shareholder, any Shares:

- (a) held by the Relevant Shareholder at the time of the relevant Transfer Event;
- (b) held at the time of the relevant Transfer Event by Permitted Transferee of the Relevant Shareholder (which Shares were acquired by that

Permitted Transferee directly or indirectly from the Relevant Member);
and

- (c) acquired by the Relevant Member, his Permitted Transferee(s) and/or personal representatives after the occurrence of the Transfer Event pursuant to any share option agreement or any other scheme or arrangement entered into prior to the Transfer Event,

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

Conflict has the meaning given in Article 16.1.

Conflicted Director has the meaning given in Article 16.1.

Connected Person means a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010.

Controlling Interest means an interest (within the meaning of Schedule 1 of the Act) in more than 50% of the Shares.

Director means a director of the Company, including any person occupying the position of director, by whatever name called.

Distribution Recipient means in relation to a Share in respect of which a dividend or other sum is payable:

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

DM means David Moore, being one of the Shareholders;

Drag Along Option has the meaning given in Article 37.1.

Drag Along Notice has the meaning given in Article 37.2

Electronic Form has the meaning given in section 1168 of the Act.

Eligible Directors means in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors' meeting.

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

Event means a Share Sale or a Listing.

Expert means a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination for a period of seven days, appointed on the application of any of the parties concerned by the President for the time being of the Institute of Chartered Accountants in England and Wales.

Fully Paid means in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company.

Good Leaver means a Holder who ceases to be an employee or director of, or a consultant to, a Group Company in the circumstances set out in Article 36.1.1.8 as a result of:

- (a) the death of that Holder;
- (b) disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs); or
- (c) any other reason which a Shareholder Majority resolves, in its absolute discretion within 20 Business Days of the Holder ceasing to be employed or engaged by a Group Company, shall result in the Holder being a Good Leaver for the purposes of these Articles.

Group means the Company, any Subsidiary, and any company of which the Company is a subsidiary from time to time (its holding company) or any other subsidiaries of such holding company from time to time.

Group Company means any member of the Group.

Hard Copy Form has the meaning given in section 1168 of the Act.

Holder means in relation to a Share, the person whose name is entered in the register of Shareholders as the holder of that Share from time to time.

Interested Director has the meaning given in Article 17.1.

JM means Jane Moore, being one of the Shareholders;

Lien Enforcement Notice has the meaning given in Article 40.2.

Listing means the admission of any Shares to listing on the Official List of the UK Listing Authority and to trading on the market for listed securities of the London Stock Exchange plc and such admission becoming effective or the grant of permission for any Shares to be dealt in on any recognised investment exchange (as defined in section 285(1)(a) of the Financial Services and Markets Act 2000) or any other public securities market (including AIM) and such permission becoming effective.

Majority Decision means a majority decision taken at a Directors' meeting.

Market Value has the meaning given in Article 35.2.2.

Non-Redeemable Preference Shares means the non-redeemable preference shares of £1.00 each in the capital of the Company.

Non-Redeemable Preference Shareholders means the Holders of the Non-Redeemable Preference Shares from time to time.

Ordinary Resolution has the meaning given in section 282 of the Act.

Ordinary Shares means the ordinary shares of £1.00 each in the capital of the Company from time to time;

Ordinary Shareholders means the Holders of the Ordinary Shares from time to time;

Paid means paid or credited as paid.

Participate has the meaning given in Article 11.1 and **Participating** shall be construed accordingly.

Persons Entitled has the meaning given in Article 56.1.2.

Permitted Transfer means a transfer of a Share permitted under Article 34 without pre-emption.

Permitted Transferee means a person to whom a Permitted Transfer has been, or may be, made.

Preferential Dividend has the meaning given to it in Article 28.1.

Proceeds means the proceeds of a Share Sale.

Proposed Purchaser has the meaning given in Article 37.1.

Proxy Notice has the meaning given in Article 65.1.

Proxy Notification Address has the meaning given in Article 66.1.

Qualifying Person means:

- (a) an individual who is a Shareholder;
- (b) a person authorised under section 323 of the Act to act as the representative of a company in relation to the relevant general meeting; or
- (c) a person appointed as proxy of a Shareholder in relation to the relevant general meeting.

Relevant Director means any director or former director of any Company.

Relevant Loss means any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.

Relevant Shareholder means a Shareholder in respect of whom a Shareholder Majority has notified the Company that an event shall be treated as a Transfer Event in accordance with Article 36.1.

Shareholder means a person who is the Holder of a Share.

Shareholder Authorisation has the meaning given in Article 16.4.

Share Sale means the completion of any sale of any interest in any Share (whether in one transaction or a series of related transactions) resulting in a Change of Control.

Shares means the shares in the Company from time to time.

Shareholder Majority means the Holder(s) for the time being of over 60% in nominal value of the Ordinary Shares for the time being in issue.

Special Resolution has the meaning given in section 283 of the Act.

Subscription Price means in relation to any Share, the amount paid up or credited as paid up on such Share including the full amount of any premium at which such Share was issued.

Third Party Purchaser means any person who is not, at the relevant time, a Holder of any Shares.

Transfer Event has the meaning given in Article 36.1.

Transfer Notice has the meaning given in Article 35.1.

Transaction has the meaning given in Article 17.1.

Transfer Form means an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor and, unless the Share is Fully Paid, the transferee.

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

Unanimous Decision has the meaning given in Article 9.1.

Writing 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 The rules of interpretation set out in Articles 1.3 to 1.8 (inclusive) apply in these Articles.

1.3 A reference to:

1.3.1 a **person** includes a reference to:

1.3.1.1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situate; and

1.3.1.2 that person's legal personal representatives, trustees in bankruptcy and successors;

1.3.2 **bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

1.3.3 a **document** includes, unless otherwise specified, any document sent or supplied in Electronic Form; and

1.3.4 a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires:

1.4.1 words denoting the singular shall include the plural and vice versa;

1.4.2 words denoting a gender shall include all genders; and

1.4.3 references to (or to any specified provision of) these Articles or any other document shall be construed as references to these Articles, that provision or that document as in force and as amended from time to time.

1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of these Articles) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.

1.6 Unless the context otherwise requires, words or expressions used in these Articles shall have the same meaning as in the Act.

1.7 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.8 A reference to an **Article** is to an article of these Articles.

2 MODEL ARTICLES SHALL NOT APPLY

Neither the model articles for private companies limited by shares prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

3 LIABILITY OF SHAREHOLDERS

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

4 DIRECTORS' GENERAL AUTHORITY

Subject to the other provisions of these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 No Special Resolution passed pursuant to Article 5.1 invalidates anything which the Directors have done before the passing of that resolution.

6 DIRECTORS MAY DELEGATE

- 6.1 Subject to the other provisions of these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:
- 6.1.1 to such person or committee;
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and/or conditions;
- as they think fit.
- 6.2 If the Directors so specify, any delegation pursuant to Article 6.1 may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may at any time revoke any delegation made pursuant to Article 6.1 in whole or part, or alter its terms and/or conditions.

7 COMMITTEES OF DIRECTORS

- 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of these Articles which govern the taking of decisions by Directors.
- 7.2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these Articles if they are not consistent with them.

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision.
- 8.2 If at any time the Company only has one Director, the general rule in Article 8.1 does not apply and that Director may (until such time as he ceases to be the only Director) take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

9 UNANIMOUS DECISIONS

- 9.1 A decision of the Directors is a unanimous decision (a **Unanimous Decision**):

- 9.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and
- 9.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting.
- 9.2 A Unanimous 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).

10 CALLING A DIRECTORS' MEETING

- 10.1 Any Director may call a Directors' meeting by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must indicate:
 - 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.
- 10.3 Notice of a Directors' meeting must be given to each Director but need not be in Writing.
- 10.4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

11 PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 Subject to the other provisions of these Articles, Directors participate (**Participate**) in a Directors' meeting, or part of a Directors' meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).
- 11.2 If all the Directors Participating in a Directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

- 11.3 Subject to Article 11.4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 11.4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

12 QUORUM FOR DIRECTORS' MEETINGS

- 12.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for Directors' meetings is two, unless:
- 12.2.1 there is only one Director (in which case the provisions of Article 8.2 shall apply); or
 - 12.2.2 the purpose of the meeting (or part of the meeting) is to consider the giving of an Authorisation and, by virtue of the provisions of Article 16.2, there is only one Director whose vote would be counted and who would be counted in the quorum at that meeting (or part of that meeting) (in which case that Director alone shall constitute a quorum at that meeting (or part of that meeting)).

13 VOTING AT DIRECTORS' MEETINGS

Subject to the other provisions of these Articles, each Director Participating in a Directors' meeting has one vote on each proposed resolution.

14 CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The Directors may appoint a Director to be the Chairman.
- 14.2 The Directors may terminate the Chairman's appointment at any time.
- 14.3 If the Chairman is not Participating in a Directors' meeting within 10 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

15 **CHAIRMAN'S CASTING VOTE**

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

16 **SITUATIONAL CONFLICTS OF INTEREST**

16.1 Subject to the other provisions of these Articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 16, authorise any matter which would, if not authorised, result in a Director (the **Conflicted Director**) being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a **Conflict**).

16.2 Any authorisation given under Article 16.1 (an **Authorisation**) (and any subsequent variation or termination of an Authorisation) will only be effective if:

16.2.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and

16.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.

16.3 The Directors may at any time:

16.3.1 make any Authorisation subject to such terms and conditions as they think fit; and

16.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).

16.4 The Shareholders may also authorise a Conflict by Ordinary Resolution (a **Shareholder Authorisation**) and may at any time, by Ordinary Resolution:

16.4.1 make any Shareholder Authorisation subject to such terms and conditions as they think fit; and

16.4.2 vary or terminate any Shareholder Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Shareholder Authorisation before any such variation or termination).

16.5 Unless as a condition of the relevant Authorisation or Shareholder Authorisation the Directors or the Shareholders (as the case may be) provide otherwise, a Conflicted Director who has received an Authorisation or a Shareholder Authorisation in relation to a Conflict:

16.5.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;

16.5.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;

16.5.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and

16.5.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

17 TRANSACTIONAL CONFLICTS OF INTEREST

17.1 If a Director (the **Interested Director**) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the **Transaction**) he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

17.2 Subject to the provisions of the Act, Article 17.1 and the terms of any relevant Authorisation, an Interested Director:

17.2.1 may be a party to, or otherwise be interested in, the relevant Transaction;

17.2.2 may vote at any Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

17.2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest.

18 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every Unanimous Decision and Majority Decision.

19 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

20 METHODS OF APPOINTING DIRECTORS

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

20.1.1 by Ordinary Resolution; or

20.1.2 by a decision of the Directors.

20.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmittree(s) of the last Shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in Writing to the Company, to appoint a natural person to be a Director.

20.3 For the purposes of Article 20.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

21 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

21.1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

21.2 a bankruptcy order is made against him;

21.3 a composition is made with his creditors generally in satisfaction of his debts;

21.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

- 21.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have; or
- 21.6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms.

22 DIRECTORS' REMUNERATION

- 22.1 Any Director may undertake any services for the Company that the Directors decide.
- 22.2 A Director is entitled to such remuneration as the Directors determine:
 - 22.2.1 for his services to the Company as a Director; and
 - 22.2.2 for any other service which he undertakes for the Company.
- 22.3 Subject to the other provisions of these Articles, a Director's remuneration may:
 - 22.3.1 take any form; and
 - 22.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 22.4 Unless the Directors decide otherwise, each Director's remuneration accrues from day to day.
- 22.5 Unless the Directors decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Company or of any other company in which the Company is interested.

23 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at:

- 23.1 Directors' meetings or meetings of committees of Directors;
- 23.2 general meetings; or
- 23.3 separate meetings of the Holders of any class of Shares or of the holders of any debentures of the Company;

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

24 APPOINTMENT AND REMOVAL OF ALTERNATES

24.1 Any Director (the **Appointor**) may appoint as an alternate director (an **Alternate**) any other Director, or any other person approved by resolution of the Directors, to:

24.1.1 exercise the Appointor's powers; and

24.1.2 carry out the Appointor's responsibilities;

in relation to the taking of decisions by the Directors in the absence of the Appointor.

24.2 Any appointment or removal of an Alternate must be effected by notice in Writing to the Company signed by the Appointor or in any other manner approved by the Directors.

24.3 The notice must:

24.3.1 identify the proposed Alternate; and

24.3.2 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 Appointor.

24.4 A person may act as the Alternate of more than one Director.

25 RIGHTS AND RESPONSIBILITIES OF ALTERNATES

25.1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor.

25.2 Except as otherwise provided by these Articles, an Alternate:

25.2.1 is deemed for all purposes to be a Director;

25.2.2 is liable for his own acts and omissions;

25.2.3 is subject to the same restrictions as his Appointor; and

25.2.4 is not deemed to be an agent of or for his Appointor.

25.3 Subject to the other provisions of these Articles, a person who is an Alternate but is not otherwise a Director:

- 25.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating);
 - 25.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating); and
 - 25.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision).
- 25.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting.
- 25.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who:
- 25.5.1 is not Participating in the relevant Directors' meeting; and
 - 25.5.2 would have been entitled to vote if that Appointor was Participating in it.
- 25.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company.

26 TERMINATION OF APPOINTMENT OF ALTERNATES

An Alternate's appointment as an Alternate terminates:

- 26.1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate;
- 26.2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of that Appointor's appointment as a Director;
- 26.3 on the death of his Appointor; or
- 26.4 when his Appointor's appointment as a Director terminates.

27 SHARE CAPITAL

The share capital of the Company is comprised of the Ordinary Shares and the Non-Redeemable Preference Shares.

28 SHARE RIGHTS (INCOME)

28.1 The Company shall, without resolution of the Board or of the Company in general meeting and before application of any profits to reserve or for any other purpose, pay to the holders of the Non-Redeemable Preference Shares a fixed cumulative preferential dividend at the annual rate of 5% of the Subscription Price per Non-Redeemable Preference Share (**Preferential Dividend**):

28.1.1 in one instalment within 4 months of the submission of the financial statements of the Company to Companies House in each year to the person registered as the holder of such Shares at that date which shall accrue daily and be calculated based on a 365-day year; and

28.1.2 on a Share Sale or Listing to the person registered as the holder of such Shares on that date.

28.2 In the event of a winding up of the Company, the Preferential Dividend shall continue to accrue from day to day and be payable by a liquidator in respect of any period after commencement of such winding up in priority to other claims or rights of Shareholders in respect of share capital.

28.3 Provided that the Company has sufficient Available Profits to pay the Preferential Dividend, on and from the relevant payment date the Preferential Dividend shall become a debt due from the Company.

28.4 The Company shall procure (as far as it is lawful to do so) that the Available Profits of any other Group Company available for distribution shall from time to time, be paid by way of dividend to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company) as are necessary to permit lawful and prompt payment by the Company of the Preferential Dividends by the Company.

28.5 The Company may, by Ordinary Resolution, declare a dividend on the Ordinary Shares.

28.6 The Directors may decide to pay interim dividends in respect of the Ordinary Shares.

29 SHARE RIGHTS (CAPITAL)

29.1 On a return of assets (whether on liquidation, capital reduction or otherwise), the assets of the Company remaining after the payment of its liabilities (including, for the avoidance of doubt, any debts arising from non-payment of the Preferential Dividends) shall be applied in the following order of priority:

- 29.1.1 first, in paying to the Non-Redeemable Preference Shareholders an amount equal to the Subscription Price of the Non-Redeemable Preference Shares held by them respectively together with a sum equal to all accruals of the Preferential Dividend; and
- 29.1.2 the balance of such assets shall be distributed amongst the Ordinary Shareholders *pari passu* and *pro rata* to the number of Ordinary Shares held.

30 SHARE RIGHTS (VOTING)

- 30.1 Subject to any special rights or restrictions as to voting attached to any Share by, or in accordance with, these Articles;
 - 30.1.1 on a show of hands at a general meeting every Ordinary Shareholder who (being an individual) is present in person or by one or more proxies or (being a corporation) is present by one or more duly authorised representatives or proxies, shall have one vote; and
 - 30.1.2 on a vote on a resolution on a poll taken at a general meeting or a written resolution, each Ordinary Shareholder shall have one vote for every Ordinary Share he holds.
- 30.2 The Non-Redeemable Preference Shares shall not entitle their Holders to receive notice of or, attend, or vote at, any general meeting (or on any written resolution) of the Company.

31 PROCEEDS OF AN EVENT

- 31.1 On a Share Sale, the Shareholders shall pay the Proceeds into a joint account at a UK clearing bank (to be agreed by the Shareholders immediately prior to completion of the Share Sale) and then the Proceeds shall be allocated and paid to the Shareholders in accordance with the provisions of Article 29.
- 31.2 Immediately prior to, and conditionally on, a Listing, the Shareholders shall enter into such reorganisation of the Share Capital as they may agree (or, in the event of disagreement for seven days, as the Expert may specify) to ensure (to the extent possible) that the provisions of Article 29 shall apply.

32 AUTHORITY TO ALLOT SHARES

The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act, to allot Shares (up to an aggregate nominal amount of £1,821,980) at any time or times during the period of five years from the Adoption Date and the Directors may, after that period, allot any Shares under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may at any

time (subject to section 551 of the Act) be renewed, revoked or varied by Ordinary Resolution.

33 TRANSFER OF SHARES – GENERAL

33.1 Notwithstanding any other provision of these Articles, the Directors shall not register a transfer of any interest in a Share:

33.1.1 if it is to a minor, undischarged bankrupt, trustee in bankruptcy or person who (in the opinion of a Shareholder Majority) is of unsound mind; or

33.1.2 unless:

33.1.2.1 the transfer is permitted by Article 34; or

33.1.2.2 the transfer is made in accordance with Article 35, 36, 37 or 38.

33.2 For the purposes of ensuring that:

33.2.1 a transfer of any Share is in accordance with these Articles; or

33.2.2 no circumstances have arisen whereby a Shareholder is required to give or may be deemed to have given a Transfer Notice in respect of any Share; or

33.2.3 no circumstances have arisen whereby the provisions of Article 38 are required to be or ought to have been triggered,

the Directors may from time to time require any Shareholder to provide, or to procure that any person named as the transferee in any transfer lodged for registration reasonably believes to have information relevant to such purpose provides, such information and evidence as the Directors may require for such purpose. Pending such information or evidence being provided, the Directors are entitled to refuse to register any relevant transfer of Shares.

33.3 If any information or evidence provided pursuant to Article 33.2 discloses to the reasonable satisfaction of the Directors that circumstances have arisen whereby a Shareholder may be required to give or be deemed to have given a Transfer Notice, the Directors may, by notice in writing to the relevant Shareholder, require that a Transfer Notice be given in respect of the Shares concerned.

33.4 In any case where a Shareholder is required to give a Transfer Notice in accordance with the provisions of these Articles and such Transfer Notice is not duly given within a period of 10 Business Days of written notice from the Directors

to the relevant Shareholder requesting that such Transfer Notice be duly given, (unless a Shareholder Majority resolves otherwise) such Transfer Notice shall be deemed to have been given immediately upon the expiry of that period of 10 Business Days. Notwithstanding any other provision of these Articles, unless the Directors or a Shareholder Majority resolve otherwise, any Shares which are the subject of a Transfer Notice deemed to have been served in accordance with this Article 33.4 (and any Shares received after the date of service, or deemed service, of any such Transfer Notice by way of rights or on a capitalisation in respect of the Shares which are the subject of that Transfer Notice) shall with effect from the date of the relevant Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of Shareholders of the Company as the holder of those Shares.

- 33.5 Notwithstanding any other provision of these Articles, an obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 33.6 Notwithstanding any other provision of these Articles, no transfer of any Share which is the subject of a Transfer Notice (including a Compulsory Transfer Notice deemed to have been given in accordance with Article 36), shall be permitted pursuant to Article 34.
- 33.7 Where any Share is transferred to an existing Shareholder holding Shares, such Share shall, if so required by the Directors, on and from the time of registration of the transfer of that share in the register of Shareholders of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) redesignated as a Share of the same class as the Shares already held by such Shareholder.
- 33.8 In Articles 33 to 38 (inclusive) and Article 49, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 33.9 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed to immediately to have served a Transfer Notice in respect of all the Shares held by him.

34 PERMITTED TRANSFERS

Transfer with consent

Any Shares may be transferred at any time with the prior written consent of a Shareholder Majority.

35 VOLUNTARY TRANSFERS

35.1 Transfer Notice

35.1.1 Except as permitted under Article 34 or as provided for in Articles 37 and 38, any Shareholder (**Seller**) who wishes to transfer any Share (or any interest in any Share) shall, before transferring or agreeing to transfer such Share or interest therein, give notice in writing (**Transfer Notice**) to the Company of his wish.

35.1.2 Subject to Article 35.1.3, a Transfer Notice shall:

35.1.2.1 state the number and class of Shares (**Sale Shares**) which the Seller wishes to transfer;

35.1.2.2 state the name of the person (if any) to whom the Seller wishes to transfer the Sale Shares;

35.1.2.3 state the price per Share (**Proposed Price**) at which the Seller wishes to transfer the Sale Shares;

35.1.2.4 state if the Transfer Notice is conditional upon all (and not only part) of the Sale Shares being sold pursuant to this Article 35 (**Total Transfer Condition**);

35.1.2.5 relate to only one class of Share;

35.1.2.6 constitute the Company as the agent of the Seller in relation to the sale of the Sale Shares in accordance with this Article 35; and

35.1.2.7 not be capable of variation or cancellation without the consent of a Shareholder Majority or as provided for in Article 35.2.5.

35.1.3 Where a Transfer Notice is one which is deemed to have been given by virtue of any provision of these Articles (including a Compulsory Transfer Notice deemed to have been served in accordance with Article 36.2):

- 35.1.3.1 it shall relate to all the Shares registered in the name of the Seller;
- 35.1.3.2 it shall not contain a Total Transfer Condition;
- 35.1.3.3 subject to Article 36.3, the Transfer Price shall be determined in accordance with Articles 35.2.1.2 and 35.2.1.3;
- 35.1.3.4 it shall be irrevocable; and
- 35.1.3.5 subject to Articles 33.4 and 36.6, the Seller may retain any Sale Shares for which Buyers (as defined in Article 35.5.2) are not found provided that the Seller shall not at any time thereafter be permitted to transfer all or any of such retained Sale Shares pursuant to Article 34.

35.2 Transfer Price

- 35.2.1 The Sale Shares will be offered for sale in accordance with this Article 35 at the following price (**Transfer Price**):
 - 35.2.1.1 subject to the consent of a Shareholder Majority, the Proposed Price; or
 - 35.2.1.2 such other price as may be agreed between the Seller and the Directors, with the consent of a Shareholder Majority, within 10 Business Days of the date of service (or deemed service) of the Transfer Notice; or
 - 35.2.1.3 if no price is agreed pursuant to Article 35.2.1.2 above within the period specified therein, or if a Shareholder Majority directs at any time during that period, whichever is the lower of (i) the Proposed Price and (ii) the Market Value.
- 35.2.2 If the Seller and the Directors are unable to agree on the Transfer Price in accordance with Article 35.2.1.2 or if a Shareholder Majority directs in accordance with Article 35.2.1.3, the Directors shall forthwith instruct the Auditors to determine and certify the Market Value of each Sale Share calculated on the basis that:
 - 35.2.2.1 the Market Value is the sum which a willing buyer would agree with a willing seller to be the purchase price for all the Shares then in issue with that sum then being regarded as the Exit Proceeds of a Share Sale and applied in

accordance with the provisions of Article 31 in order to determine the value attributed to each Sale Share;

35.2.2.2 no account shall be taken of the size of the holding which the Sale Shares comprise or whether the Sale Shares represent a majority or minority interest; and

35.2.2.3 any difficulty in applying any of the bases set out above shall be resolved by the Auditors as they, in their absolute discretion, think fit.

35.2.3 The decision of the Auditors (who shall be deemed to act as an expert and not as an arbitrator) shall be final and binding on the Shareholders, save in the event of fraud or manifest error, and their costs for reporting on their opinion of the Market Value shall, subject to Article 35.2.4, be borne as directed by the Auditors (taking into account the conduct of the parties and the merits of their respective arguments in relation to any matters in dispute) or, in the absence of any such direction, as to one half by the Seller and the other half by the Company.

35.2.4 Where either:

35.2.4.1 the Seller revokes the Transfer Notice in accordance with Article 35.2.5; or

35.2.4.2 in the case of a Transfer Notice which is deemed to have been given by virtue of any provision of these Articles, the Market Value is less than the price proposed by the Directors to the Seller not less than 5 Business Days prior to receipt of the Auditors' report by the Company,

then the Auditors' fees shall be borne wholly by the Seller.

35.2.5 Where the Market Value is less than the Proposed Price the Seller may, by notice in writing served on the Company within 5 Business Days of the date on which the notification of the Market Value was first served on the Seller by the Company or the Auditors, revoke any Transfer Notice which was not stated to be, or which is not deemed by virtue of any provision of these Articles to be, irrevocable.

35.3 **Board Invitees**

In these Articles, the expression **Board Invitee** shall mean any of:

35.3.1 the Company (subject to compliance by the Company with the provisions of the Act); and/or

35.3.2 the trustees of any employee trust; and/or

35.3.3 any person(s) (being a current or future employee or officer of a Group Company) nominated by a Shareholder Majority,

as selected by the Directors, with the consent of a Shareholder Majority, in the period of 6 months after the date on which the Transfer Price is agreed or determined in accordance with these Articles or, if no such persons are selected as aforesaid within that period, as selected by a Shareholder Majority within a further period of 60 Business Days.

35.4 Offer Notice

35.4.1 Subject to Article 35.4.2, the Directors shall serve a notice (**Offer Notice**) on all Shareholders and any Board Invitees (as the case may be) within 10 Business Days of whichever is the first to occur of:

35.4.1.1 the period prescribed in Article 35.3 for the selection of Board Invitees having expired; or

35.4.1.2 the identity of all Board Invitees having been determined with the consent of a Shareholder Majority; or

35.4.1.3 the Directors determining, with the consent of a Shareholder Majority, that none of the Sale Shares are to be offered to a Board Invitee,

or, if later, within 5 Business Days of the Transfer Price being agreed or determined in accordance with these Articles.

35.4.2 An Offer Notice shall not be sent, and no Sale Shares shall be treated as offered to, the Seller or to any Shareholder who, at the date of the Offer Notice, is bound to give, or has given or is deemed to have given a Transfer Notice in respect of any Shares registered in his name.

35.4.3 An Offer Notice shall:

35.4.3.1 state the Transfer Price;

35.4.3.2 contain the other information set out in the Transfer Notice;

35.4.3.3 invite the relevant offerees to respond in writing to the Company stating the number of Sale Shares which they wish to purchase; and

35.4.3.4 expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on a date which is not less than 20 nor more than 40 Business Days after the date of the Offer Notice.

35.4.4 For the purposes of allocating the Sale Shares amongst the Shareholders and any Board Invitees, Sale Shares of a class specified in the first column of the table set out below will be treated as offered:

35.4.4.1 firstly, to all persons in the category set out in the corresponding line in the second column in the table below; and

35.4.4.2 secondly, to the extent not already accepted by persons in the second column, to all persons in the category set out in the corresponding line in the third column in the table below.

Class of Sale Shares	First offer to:	Second offer to:
Ordinary Shares	Board Invitees	Shareholders holding Ordinary Shares
Non-Redeemable Preference Shares	Board Invitees	Shareholders holding Non-Redeemable Preference Shares

35.5 Allocation of Sale Shares

35.5.1 After the expiry of the period specified in the Offer Notice or, if sooner, upon all Shareholders holding shares of a class specified in a column in the table in Article 35.4.4 having responded to the Offer Notice and the Company having received valid applications for all the Sale Shares (in either case the **Allocation Date**), the Directors shall allocate the Sale Shares in accordance with the applications received in the priorities and in respect of each class of persons set out in the table in Article 35.4.4 provided that:

35.5.1.1 if there are applications from any class of offerees for more than the number of Sale Shares available for that class, the Sale Shares shall be allocated to the relevant applicants in proportion (as nearly as practicable but without allocating to any applicant more Sale Shares than he applied for) to the number of Shares of the class entitling them to receive such offer held by each of them respectively;

- 35.5.1.2 the allocation of any fractional entitlements to Sale Shares amongst the Shareholders of a particular class of Shares shall be dealt with by the Directors in such manner as they see fit;
- 35.5.1.3 the allocation of Sale Shares between two or more Board Invitees shall be at the absolute discretion of the Directors (subject to the approval of a Shareholder Majority).
- 35.5.2 Within 5 Business Days of the Allocation Date the Directors shall give notice in writing (**Allocation Notice**) to the Seller and each Shareholder or Board Invitee to whom Sale Shares have been allocated pursuant to Article 35.5.1 (each a **Buyer**). An Allocation Notice shall state:
 - 35.5.2.1 the number and class of Sale Shares allocated to that Buyer;
 - 35.5.2.2 the name and address of the Buyer;
 - 35.5.2.3 the aggregate purchase price payable by the Buyer in respect of the Sale Shares allocated to him;
 - 35.5.2.4 the information (if any) required pursuant to Article 35.5.4; and
 - 35.5.2.5 subject to Article 35.5.4, the place, date and time (being not less than 2 nor more than 5 Business Days after the date of the Allocation Notice) at which completion of the sale and purchase of the relevant Sale Shares shall take place.
- 35.5.3 Subject to Article 35.5.4, completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the place, date and time specified in the Allocation Notice when the Seller will, upon payment of the Transfer Price in respect of the Sale Shares allocated to a Buyer, transfer those Sale Shares, and deliver the relevant share certificate(s) therefor, to that Buyer.
- 35.5.4 If the Transfer Notice contained a Total Transfer Condition and the total number of Shares applied for and allocated to the Buyers in accordance with Article 35.5.1 is less than the total number of Sale Shares then:
 - 35.5.4.1 the Allocation Notice will refer to the Total Transfer Condition and will contain a further offer (**Further Offer**) to

the Buyers inviting them to apply for further Sale Shares at the Transfer Price;

35.5.4.2 the Further Offer shall expire, and shall be deemed to be withdrawn, upon the expiry of the period (being not more than 20 Business Days) specified in the Allocation Notice;

35.5.4.3 any Sale Shares accepted by the Buyers pursuant to the Further Offer shall be allocated amongst them in accordance with the provisions of Articles 43.5.1.1, 43.5.1.2 and 43.5.1.3; and

35.5.4.4 following the allocation of any Sale Shares amongst the Buyers in accordance with Article 35.5.4.3 above, and provided all the Sale Shares have then been allocated, the Directors shall issue revised Allocation Notices in accordance with Article 35.5.2 but omitting Article 35.5.2.4.

35.5.5 Subject to Article 35.5.6, the service of an Allocation Notice (or a revised Allocation Notice in accordance with Article 35.5.4) shall constitute the acceptance by a Buyer of the offer to purchase the number of Sale Shares specified therein on the terms offered to that Buyer.

35.5.6 If after following the procedure set out in this Article 35 the total number of Shares applied for and allocated to the Buyers remains less than the total number of Sale Shares, then:

35.5.6.1 if the Transfer Notice contained a Total Transfer Condition, then notwithstanding any other provision of this Article 35 no Sale Shares shall be deemed to have been allocated to any Buyer and the Seller and the Buyers shall not be bound to sell or purchase any Sale Shares in accordance with this Article 35; and

35.5.6.2 the Company shall notify the Seller that it has failed to find Buyers for all or some (as the case may be) of the Sale Shares.

35.6 Default by the Seller

If a Seller shall fail for any reason (including death) to transfer any Sale Shares to a Buyer when required by this Article 35, the Directors may (and will if requested to do so by a Shareholder Majority) authorise and instruct any Director to execute each necessary transfer of Sale Shares on the Seller's behalf and to deliver that

transfer to the relevant Buyer. The Company may receive the purchase money from a Buyer on behalf of the Seller and thereafter shall, subject to due stamping, enter the name of that Buyer in the register of Shareholders of the Company as the holder of the Sale Shares so transferred to him. The receipt of the Company for the purchase money shall constitute a good discharge to the Buyer (who shall not be bound to see to the application of it) and after the Buyer has been registered in purported exercise of the power conferred by this Article 35.6 the validity of the proceedings shall not be questioned by any person. The Company shall hold the relevant purchase money on trust for the Seller (but without interest) and the Company shall not pay such money to the Seller until he has delivered the share certificate(s) in respect of the relevant Shares (or a suitable indemnity in a form reasonably satisfactory to the Directors) to the Company.

35.7 Transfers following exhaustion of pre-emption rights

If any Sale Shares are not allocated to a Buyer under any of the foregoing provisions of this Article 35 the Seller may, at any time within three calendar months of the date of service of the notice referred to in Article 35.5.6.2, sell any of those unallocated Sale Shares to the person named in the Transfer Notice (or, if none was so named, any other person) at not less than the Transfer Price (without any deduction, rebate or allowance to the proposed purchaser) provided that:

- 35.7.1 no Share shall be sold to, and the Directors shall not register a transfer to, a person who is not already a Shareholder without the prior written consent of a Shareholder Majority;
- 35.7.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares without the prior written consent of a Shareholder Majority; and
- 35.7.3 the Directors shall not register the transfer if as a result of such transfer the proposed purchaser would be required to make an offer in accordance with Article 38 until such time as that offer has been made and, if accepted, completed.

36 COMPULSORY TRANSFERS

- 36.1 In this Article 36 each of the following shall be a **Transfer Event** in relation to a Shareholder holding Ordinary Shares (save, for the avoidance of doubt, in relation to DM and/or JM, or save where a Shareholder Majority determines, in its absolute discretion, otherwise):

- 36.1.1 in the case of an individual Shareholder:

- 36.1.1.1 the death of that Shareholder;
- 36.1.1.2 an order being made for the bankruptcy of that Shareholder or a petition being presented for such bankruptcy which petition is not withdrawn or dismissed within 10 Business Days of being presented;
- 36.1.1.3 the Shareholder convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- 36.1.1.4 the Shareholder being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1968);
- 36.1.1.5 any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Shareholder's assets, or any other steps being taken to enforce any mortgage, charge or other encumbrance over all or any part of the Shareholder's assets or any Shares held by that Shareholder;
- 36.1.1.6 any proceedings or orders equivalent or analogous to any of those described in Articles 36.1.1.2 to 36.1.1.5 above occurring in respect of the Shareholder under the law of any jurisdiction outside England and Wales;
- 36.1.1.7 that Shareholder suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Shareholder from personally exercising any powers or rights which that Shareholder would otherwise have;
- 36.1.1.8 that Shareholder, being an employee or director of, or a consultant to, a Group Company, ceasing to be such an employee, director or consultant (including where such cessation occurs as a result of a Group Company ceasing to be a Group Company) where the Shareholder does not remain, or immediately thereupon become, an employee or director of, or a consultant to, another Group Company; or
- 36.1.1.9 that Shareholder breaching any provision of these Articles which breach has not been remedied to the reasonable

satisfaction of a Shareholder Majority within 10 Business Days of a notice from a Shareholder Majority to the Shareholder requesting such remedy;

36.1.2 in the case of a corporate Shareholder:

36.1.2.1 an order being made or a resolution passed for the winding up of that Shareholder or for the appointment of a provisional liquidator to that Shareholder (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or for an administration order in respect of that Shareholder;

36.1.2.2 a receiver, manager or administrative receiver being appointed over all or any part of the undertaking or assets of that Shareholder;

36.1.2.3 any proceedings or orders equivalent or analogous to any of those described above in paragraphs 36.1.2.1 and 36.1.2.2 occurring in respect of that Shareholder under the law of any jurisdiction outside England and Wales; or

36.1.2.4 that Shareholder breaching any provision of these Articles which breach has not been remedied to the reasonable satisfaction of a Shareholder Majority within 10 Business Days of a notice from a Shareholder Majority to the Shareholder requesting such remedy,

and in any such case, whether under Article 36.1.1 or 36.1.2, a Shareholder Majority notifying the Company within six months of the occurrence of such event (or, if later, within six months of the date on which the Directors first become aware of the occurrence of such event) that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 36.

36.2 Upon the Directors or a Shareholder Majority notifying the Company that an event is a Transfer Event in respect of a Shareholder in accordance with Article 36.1, the Relevant Shareholder and any other person holding Compulsory Transfer Shares, shall be deemed to have served a Transfer Notice (**Compulsory Transfer Notice**) in respect of all the Compulsory Transfer Shares then held by each of them respectively. A Compulsory Transfer Notice shall supersede any current Transfer Notice in respect of any Compulsory Transfer Shares.

36.3 The Compulsory Transfer Shares shall be offered for sale in accordance with the provisions of Article 35 as if the Compulsory Transfer Shares were Sale Shares

except that where the relevant Transfer Event falls within the provisions of Article 36.1.1.8, the Transfer Price in respect of the Compulsory Transfer Shares shall be:

36.3.1 where the Relevant Shareholder is a Bad Leaver, whichever is the lower of:

36.3.1.1 their Market Value; and

36.3.1.2 their Subscription Price;

provided that a Shareholder Majority may at any time by notice to the Company specify that in respect of any particular Relevant Shareholder the Transfer Price for all Compulsory Transfer Shares shall, on that occasion, be the Subscription Price (in which case there shall be no need in respect of that Relevant Shareholder on that occasion to establish the Market Value) and the Transfer Price shall be determined by the notice served pursuant to this Article 36.3.1 on the date upon which such notice is received at the registered office of the Company; or

36.3.2 where the Relevant Shareholder is a Good Leaver, their Market Value.

36.4 Any dispute as to whether the provisions of Article 36.3.1 or 36.3.2 apply in relation to any Compulsory Transfer Notice shall not affect the validity of a Compulsory Transfer Notice nor shall it delay the procedure to be followed under Article 35 in respect thereof. If, however, the Subscription Price is less than the Market Value any Buyer acquiring Compulsory Transfer Shares pursuant to a Compulsory Transfer Notice while such dispute is continuing shall pay to the Seller whichever is the lower of their Market Value and their Subscription Price and shall, in addition, pay to the Company an amount equal to the difference between their Market Value and their Subscription Price. The Company shall hold such amount as trustee in a separate interest-bearing account and shall, upon final resolution of the relevant dispute, pay such amount (together with interest thereon but less any applicable bank charges) to:

36.4.1 the Seller, in respect of any Compulsory Transfer Shares which are determined to be sold for their Market Value; or

36.4.2 the Buyer, in respect of any Compulsory Transfer Shares which are determined to be sold for their Subscription Price.

36.5 For the purposes of Article 36.1.1.8 the date of cessation of a Shareholder's employment, directorship or engagement shall be (or be deemed to be) whichever is the first to occur of:

- 36.5.1 the date of a notice given by a Group Company to the Shareholder terminating (or purporting to terminate) that Shareholder's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice constitutes unfair or wrongful dismissal;
 - 36.5.2 the date of a notice given by a Shareholder to a Group Company terminating (or purporting to terminate) that Shareholder's employment, directorship or engagement with the Group (or, if later, the date specified in any such notice as being the termination date), regardless of whether any such notice may lawfully be given by the Shareholder;
 - 36.5.3 the date on which a repudiatory breach of any contract of employment or engagement by either the Shareholder or a Group Company is accepted by the other party to that contract;
 - 36.5.4 the date of any event which results in the termination of the contract of employment or engagement under the doctrine of frustration; or
 - 36.5.5 in any circumstances other than those specified in Articles 36.5.1 to 36.5.4, the date on which the Shareholder actually ceases to be employed or engaged by the Group.
- 36.6 Notwithstanding any other provision of these Article, unless a Shareholder Majority resolves otherwise, any Compulsory Transfer Shares shall, with effect from the date of the relevant Compulsory Transfer Notice (or, if later, the date on which such Shares are issued), cease to confer upon the holder thereof any right to receive notice of, or attend, speak or vote at, any general meeting of the Company (or at any meeting of the holders of any class of Shares) or any right to receive or vote on any written resolution of the Company (or the holders of any class of Shares) until such time as another person is entered in the register of Shareholders of the Company as the holder of those Compulsory Transfer Shares (or other Shares).

37 DRAG ALONG OPTION

- 37.1 If Shareholders constituting a Shareholder Majority (together the **Selling Shareholders**) wish to transfer all their Ordinary Shares to a proposed purchaser (**Proposed Purchaser**), they shall have the option (**Drag Along Option**) to require all or any of the other Shareholders (**Remaining Shareholders**) to transfer all their Shares with full title guarantee to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with this Article 37.
- 37.2 The Selling Shareholders shall exercise the Drag Along Option by giving notice to that effect (**Drag Along Notice**) to each of the Remaining Shareholders at any

time before the registration of the transfer of the Selling Shareholders' Shares. A Drag Along Notice shall specify:

- 37.2.1 that the Remaining Shareholders are required to transfer all their Shares (**Remaining Shares**) pursuant to this Article 37;
 - 37.2.2 the identity of the Proposed Purchaser;
 - 37.2.3 the consideration for which, or the price at which, the Remaining Shares are to be transferred, which shall be determined in accordance with the provisions of Article 31 as if the total amount to be paid by the Proposed Purchaser in respect of the Shares held by both the Selling Shareholders and the Remaining Shareholders were the Exit Proceeds of a Share Sale (**Drag Along Consideration**); and
 - 37.2.4 the proposed date of transfer (if known).
- 37.3 A Drag Along Notice may be revoked by the Selling Shareholders at any time prior to the completion of the sale and purchase of the Remaining Shares.
- 37.4 Prior to completion of the sale and purchase of the Remaining Shares, a Shareholder Majority may resolve that the Remaining Shareholders are paid the cash equivalent of any non-cash consideration due to the Selling Shareholders from the Proposed Purchaser in lieu of such non-cash consideration. Such cash consideration in lieu may be paid to the Remaining Shareholders either on completion or at the same time as the relevant non-cash consideration is received by the Selling Shareholders at the absolute discretion of a Shareholder Majority. The decision of a Shareholder Majority as to the amount of any cash consideration in lieu of any non-cash consideration shall be final and binding on the Company and all the Shareholders.
- 37.5 Completion of the sale and purchase of the Remaining Shares shall take place on the same date as completion of the sale and purchase of the Selling Shareholders' Shares (unless a Shareholder Majority and all of the Remaining Shareholders shall agree otherwise).
- 37.6 Upon the service of a Drag Along Notice each Remaining Shareholder shall be deemed to have irrevocably appointed each of the Selling Shareholders (severally) as the agent of the Remaining Shareholder to execute, in the name of and on behalf of that Remaining Shareholder, any stock transfer form and covenant for full title guarantee in respect of the Remaining Shares registered in the name of that Remaining Shareholder and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the Remaining Shares pursuant to this Article 37.

37.7 The provisions of this Article 37 shall prevail over any contrary provisions of these Articles and, for the avoidance of doubt, the rights of pre-emption and other restrictions on transfer of Shares contained in these Articles shall not apply to the transfer of any Shares to a Proposed Purchaser named in a Drag Along Notice (or as that Proposed Purchaser may direct). Any Transfer Notice or Compulsory Transfer Notice served in respect of a Share which has not been allocated to a Buyer in accordance with Article 35 shall automatically be revoked by the service of a Drag Along Notice.

37.8 Upon any person (**New Shareholder**) becoming, at any time after the service of a Drag Along Notice, a registered holder of any Share pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Shares, a Drag Along Notice, on the same terms as the then current Drag Along Notice, shall immediately be deemed to have been served upon that New Shareholder. Upon the deemed service of a Drag Along Notice pursuant to this Article 37.8 the New Shareholder shall become bound to sell and transfer to the Proposed Purchaser (or as the Proposed Purchaser may direct) any Share acquired by him as a result of the exercise of any such option, warrant or other right to subscribe for or acquire Shares. The provisions of this Article 37 shall apply mutatis mutandis to the sale of any such Shares by such New Shareholder provided that completion of the sale and purchase of those Shares shall take place on whichever is the later of:

37.8.1 the date on which a Drag Along Notice is deemed to have been served on the New Shareholder pursuant to this Article 37.8; and

37.8.2 the date of completion of the sale and purchase of the Remaining Shares pursuant to the original Drag Along Notice.

38 TAG ALONG

38.1 Subject to Article 37 and save in the case of a transfer of Shares which is permitted in accordance with the provisions of Article 34, but otherwise notwithstanding any other provision of these Articles, no sale or other disposition of any Shares (**Committed Shares**) which would result in a Change of Control shall be made or registered unless before the transfer is lodged for registration the relevant Third Party Purchaser has made a bona fide offer (**Tag Along Offer**) by notice in writing (**Tag Along Notice**) to acquire, in accordance with this Article 38, from all the Shareholders other than the Third Party Purchaser (or persons connected with or acting in concert with him) all the Shares which are not Committed Shares (**Uncommitted Shares**) for the consideration, or at the price, (**Tag Along Consideration**) calculated in accordance with Articles 38.3 and 38.4.

38.2 A Tag Along Notice shall:

- 38.2.1 state the Tag Along Consideration (subject to Article 38.4);
 - 38.2.2 state the identity of the Third Party Purchaser;
 - 38.2.3 invite the relevant offerees to respond in writing to the Third Party Purchaser stating that they wish to accept the Tag Along Offer; and
 - 38.2.4 subject to Article 38.4.1, expire, and the offer made therein to an offeree shall be deemed to be withdrawn if not previously accepted by such offeree, on the date (being not less than 5 nor more than 20 Business Days after the date of the Tag Along Notice) specified therein.
- 38.3 For the purposes of this Article 38 the Tag Along Consideration shall be determined in accordance with the provisions of Article 31 as if the total amount to be paid or payable by, or due from, the Third Party Purchaser in respect of all of the Committed Shares and Uncommitted Shares were the Exit Proceeds of a Share Sale.
- 38.4 If the Tag Along Consideration cannot be agreed between the Third Party Purchaser and the holders of not less than seventy five per cent (75) of the Uncommitted Shares within 10 Business Days of the date of the Tag Along Notice, such matter shall be referred for determination to the Auditors and, pending their determination:
- 38.4.1 the period specified in the Tag Along Notice for acceptance of the Tag Along Offer shall not start to run until such time as the Auditors' determination of the Tag Along Consideration is served on the Third Party Purchaser and the Shareholders holding Uncommitted Shares; and
 - 38.4.2 the sale or transfer of the Committed Shares shall have no effect and shall not be registered.

39 COMPANY'S LIEN OVER SHARES

- 39.1 The Company has a lien (the **Company's Lien**) over every Share, whether or not Fully Paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered Holder of the Share or one of several joint Holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future.
- 39.2 The Company's Lien over a Share:
- 39.2.1 takes priority over any third party's interest in that Share; and

39.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

39.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

40 ENFORCEMENT OF THE COMPANY'S LIEN

40.1 Subject to the provisions of this Article, if:

40.1.1 a Lien Enforcement Notice has been given in respect of a Share; and

40.1.2 the person to whom the notice was given has failed to comply with it,
the Company may sell that Share in such manner as the Directors decide.

40.2 **A Lien Enforcement Notice:**

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

40.2.2 must specify the Share concerned;

40.2.3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

40.2.4 must be addressed either to the Holder of the Share or to a Transmittée of that Holder; and

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

40.3 **Where Shares are sold under this Article:**

40.3.1 the Directors may authorise any person to execute a Transfer Form to the purchaser or to a person nominated by the purchaser; and

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

40.4 The net proceeds of the sale of any Share following service of a Lien Enforcement Notice (after payment of the costs of sale and any other costs of enforcing the Company's lien) must be applied

- 40.4.1 firstly, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
 - 40.4.2 secondly, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the Shares before the sale in respect of all Shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.
- 40.5 A statutory declaration by a Director that the declarant is a Director and that a Share has been sold to satisfy the Company's lien on a specified date:
- 40.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - 40.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.
- 40.6 If a Share is subject to the Company's lien and the Directors are entitled to issue a Lien Enforcement Notice in respect of it, then the Directors may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Any money deducted pursuant to this Article 40.6 must be used to pay any of the sums payable in respect of that Share. The Company must notify the distribution recipient in writing of:
- 40.6.1 the fact and amount of any such deduction;
 - 40.6.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from such deductions; and
 - 40.6.3 how the money deducted has been applied.

41 CALLS ON SHARES

- 41.1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (**Call Notice**) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (**Call**) which is payable to the Company at the date when the Directors decide to send the Call Notice.

- 41.2 A Call Notice:
- 41.2.1 may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company;
 - 41.2.2 must state when and how any Call to which it relates is to be paid; and
 - 41.2.3 may permit or require the Call to be made in instalments.
- 41.3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days have passed since the Call Notice was sent.
- 41.4 Before the Company has received any Call due under a Call Notice the Directors may:
- 41.4.1 revoke the Call Notice wholly or in part; or
 - 41.4.2 specify a later time for payment than that specified in the Call Notice,
by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.
- 41.5 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 41.6 The joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share.
- 41.7 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the Holders of those Shares may require them:
- 41.7.1 to pay Calls which are not the same; or
 - 41.7.2 to pay Calls at different times.
- 41.8 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share:
- 41.8.1 on allotment;
 - 41.8.2 on the occurrence of a particular event; or
 - 41.8.3 on a date fixed by or in accordance with the terms of issue.

- 41.9 If the due date for payment of any sum specified in Article 41.8 above has passed and it has not been paid, the Holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.
- 41.10 If a person is liable to pay a Call and fails to do so by the call payment date (as defined in Article 41.11):
- 41.10.1 the Directors may issue a notice of intended forfeiture to that person; and
- 41.10.2 until the Call is paid, that person must pay the Company interest on the Call from the call payment date at the relevant rate (as defined in Article 41.11).
- 41.11 For the purposes of this Article 41:
- 41.11.1 the **call payment date** is the time when the Call Notice states that a Call is payable, unless the Directors give a notice specifying a later date, in which case the "call payment date" is that later date; and
- 41.11.2 the **relevant rate** is:
- (a) the rate fixed by the terms on which the Share in respect of which the Call is due was allotted;
- (b) such other rate as was fixed in the Call Notice which required payment of the Call, or has otherwise been determined by the Directors; or
- (c) if no rate is fixed in either of these ways, five per cent (5%) per annum,
- provided that the relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- 41.12 The Directors may waive any obligation to pay interest on a Call wholly or in part.
- 41.13 If a Call is not paid as required by a Call Notice, the Directors may serve a notice (**Notice of Intended Forfeiture**). A Notice of Intended Forfeiture:
- 41.13.1 may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;

- 41.13.2 must be sent to the Holder of that Share (or all the joint Holders of that Share) or to a Transmittree of that Holder;
 - 41.13.3 must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice;
 - 41.13.4 must state how the payment is to be made; and
 - 41.13.5 must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.
- 41.14 If a Notice of Intended Forfeiture is not complied with before the date by which payment of the Call is required in the Notice of Intended Forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other monies payable in respect of the forfeited Shares and not paid before the forfeiture.
- 41.15 Subject to these Articles, the forfeiture of a Share extinguishes:
- 41.15.1 all interests in that Share, and all claims and demands against the Company in respect of it; and
 - 41.15.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 41.16 Any Share which is forfeited in accordance with these Articles:
- 41.16.1 is deemed to have been forfeited when the Directors decide that it is forfeited;
 - 41.16.2 is deemed to be the property of the Company; and
 - 41.16.3 may, subject to these Articles, be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 41.17 If a person's Shares have been forfeited:
- 41.17.1 the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders;
 - 41.17.2 that person ceases to be a Shareholder in respect of those Shares;
 - 41.17.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;

- 41.17.4 that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
- 41.17.5 the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 41.18 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit.
- 41.19 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the Transfer Form.
- 41.20 A statutory declaration by a Director that the declarant is a Director and that a Share has been forfeited on a specified date:
- 41.20.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 41.20.2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.
- 41.21 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 41.22 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
- 41.22.1 was, or would have become, payable; and
- 41.22.2 had not, when that Share was forfeited, been paid by that person in respect of that Share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
- 41.23 A Shareholder may surrender any Share:

41.23.1 in respect of which the Directors may issue a Notice of Intended Forfeiture;

41.23.2 which the Directors may forfeit; or

41.23.3 which has been forfeited,

and the Directors may accept the surrender of any such Share. The effect of surrender on a Share is the same as the effect of forfeiture on that Share. A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

42 POWERS TO ISSUE DIFFERENT CLASSES OF SHARES

42.1 Subject to the other provisions of these Articles, but without prejudice to the rights attached to any existing Shares, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.

42.2 The Company may issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder.

43 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Shares on any trust and, except as otherwise required by law or these Articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in any Shares other than the Holder's absolute ownership of them and all the rights attaching to them.

44 SHARE CERTIFICATES

44.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

44.2 Every certificate must specify:

44.2.1 in respect of how many Shares, of what class, it is issued;

44.2.2 the nominal value of those Shares; and

44.2.3 any distinguishing numbers assigned to them.

44.3 No certificate may be issued in respect of Shares of more than one class.

44.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

44.5 Certificates must:

44.5.1 have affixed to them the Company's common seal; or

44.5.2 be otherwise executed in accordance with the Act.

45 **REPLACEMENT SHARE CERTIFICATES**

45.1 If a certificate issued in respect of a Shareholder's Shares is:

45.1.1 damaged or defaced; or

45.1.2 said to be lost, stolen or destroyed;

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

45.2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 45.1:

45.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

45.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

45.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

46 **TRANSMISSION OF SHARES**

46.1 If title to a Share passes to a Transmittree, the Company may only recognise that Transmittree as having any title to that Share.

46.2 A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require:

46.2.1 may, subject to the other provisions of these articles, choose either to become the Holder of those Shares or to have them transferred to another person; and

46.2.2 subject to Article 42.3 and the other provisions of these articles and pending any transfer of those Shares to another person, has the same rights as the Holder had.

46.3 A Transmittree does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is

entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmittree becomes the Holder of those Shares.

47 EXERCISE OF TRANSMITTEES' RIGHTS

47.1 A Transmittree who chooses:

47.1.1 to become the Holder of any Shares to which he has become entitled, must notify the Company in Writing of that choice; and

47.1.2 to have a Share transferred to another person, must execute a Transfer Form in respect of it.

47.2 Any transfer made or executed under this article 40 is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the relevant Share and as if the event which gave rise to the transmission had not occurred.

48 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of any Shares and a Transmittree is entitled to those Shares, that Transmittree is bound by the notice if it was given to that Shareholder before that Transmittree's name has been entered in the register of members as Holder of those Shares.

49 PROHIBITED TRANSFERS

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

50 PROCEDURE FOR DECLARING DIVIDENDS

50.1 The Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends.

50.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

50.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

50.4 Unless:

50.4.1 the Shareholders' resolution to declare, or Directors' decision to pay, a dividend; or

50.4.2 the terms of which Shares are issued;

specify otherwise, each dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

50.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

50.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

50.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

51 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

51.1 transfer to a bank or building society account specified by the relevant Distribution Recipient either in Writing or as the Directors may otherwise decide;

51.2 sending a cheque made payable to the relevant Distribution Recipient by post to him at his registered address (if he is a Holder of the Share), or (in any other case) to an address specified by him either in Writing or as the Directors may otherwise decide;

51.3 sending a cheque made payable to such person by post to such person at such address as the relevant Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or

51.4 any other means of payment as the Directors agree with the relevant Distribution Recipient either in Writing or by such other means as the Directors decide.

52 NO INTEREST ON DISTRIBUTIONS

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

52.1 the terms on which that Share was issued; or

52.2 the provisions of another agreement between the Holder of that Share and the Company.

53 UNCLAIMED DISTRIBUTIONS

53.1 All dividends or other sums which are:

53.1.1 payable in respect of Shares; and

53.1.2 unclaimed after having been declared or become payable;

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

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

53.3 If:

53.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

53.3.2 the relevant Distribution Recipient has not claimed it;

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

54 NON-CASH DISTRIBUTIONS

54.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of that Share by transferring non-cash assets of equivalent value (including Shares or other securities in any company).

54.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

54.2.1 fixing the value of any assets;

54.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

54.2.3 vesting any assets in trustees.

55 WAIVER OF DISTRIBUTIONS

Any Distribution Recipient may waive his entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect, but if:

55.1 that Share has more than one Holder; or

55.2 more than one person is entitled to that Share (whether by reason of the death or bankruptcy of one or more joint Holders or otherwise);

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

56 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

56.1 Subject to the other provisions of these Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

56.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

56.1.2 appropriate any sum which they decide to capitalise in accordance with Article 56.1.1 (**Capitalised Sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**Persons Entitled**) and in the same proportions.

56.2 Capitalised Sums must be applied:

56.2.1 on behalf of the Persons Entitled; and

56.2.2 in the same proportions as a dividend would have been distributed to them.

56.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.

56.4 A Capitalised Sum which was appropriated from Available Profits may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.

56.5 Subject to the other provisions of these Articles, the Directors may:

- 56.5.1 apply Capitalised Sums in accordance with Articles 56.3 and 56.4 partly in one way and partly in another;
- 56.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 56 (including the issuing of fractional certificates or the making of cash payments); and
- 56.5.3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 56.

57 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 57.1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.
- 57.2 A person is able to exercise the right to vote at a general meeting when:
 - 57.2.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 57.2.2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
 - 57.2.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
 - 57.2.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
 - 57.2.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

58 QUORUM FOR GENERAL MEETINGS

- 58.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

58.2 If the Company has only one Shareholder, one Qualifying Person in attendance at a general meeting is a quorum.

58.3 If the Company has more than one Shareholder, two Qualifying Persons in attendance at a general meeting are a quorum, unless:

58.3.1 each is a Qualifying Person only because he is authorised under section 323 of the Act to act as the representative of a company in relation to that meeting and they are representatives of the same company; or

58.3.2 each is a Qualifying Person only because he is appointed as proxy of a Shareholder in relation to that meeting and they are proxies of the same Shareholder.

59 CHAIRING GENERAL MEETINGS

59.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

59.2 If the Directors have not appointed a Chairman or if the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start:

59.2.1 the Directors present; or

59.2.2 (if no Directors are present), the meeting;

must appoint a Director or Shareholder to chair that meeting and that appointment must be the first business of that meeting.

60 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS

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

60.2 The Chairman of the Meeting may permit other persons who are not:

60.2.1 Shareholders; or

60.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings;

to attend and speak at any general meeting.

61 ADJOURNMENT OF GENERAL MEETINGS

- 61.1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.
- 61.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:
 - 61.2.1 that meeting consents to an adjournment; or
 - 61.2.2 it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner.
- 61.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting.
- 61.4 When adjourning a general meeting, the Chairman of the Meeting must:
 - 61.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 61.4.2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting.
- 61.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 61.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 61.5.2 containing the same information which such notice is required to contain.
- 61.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place.

62 VOTING AT GENERAL MEETINGS: GENERAL

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

- 62.2 The provisions of Article 30 shall apply in relation to every vote (whether at a general meeting or on a written resolution) of the Company.

63 ERRORS AND DISPUTES

- 63.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.
- 63.2 Any objection pursuant to Article 63.1 must be referred to the Chairman of the Meeting, whose decision is final.

64 POLL VOTES

- 64.1 A poll on a resolution may be demanded:
- 64.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 64.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 64.2 A poll may be demanded by:
- 64.2.1 the Chairman of the Meeting;
 - 64.2.2 the Directors;
 - 64.2.3 two or more persons having the right to vote on the relevant resolution; or
 - 64.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the relevant resolution.
- 64.3 A demand for a poll may be withdrawn if:
- 64.3.1 the poll has not yet been taken; and
 - 64.3.2 the Chairman of the Meeting consents to the withdrawal;
- but any such withdrawal shall not invalidate the result of a show of hands declared prior to the demand for a poll being made.
- 64.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

65 CONTENT OF PROXY NOTICES

- 65.1 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which:
 - 65.1.1 states the name and address of the Shareholder appointing the proxy;
 - 65.1.2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed;
 - 65.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 65.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates.
- 65.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 65.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 65.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 65.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting; and
 - 65.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself.

66 DELIVERY OF PROXY NOTICES

- 66.1 Any notice of a general meeting must specify the address or addresses (the **Proxy Notification Address**) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.
- 66.2 Subject to Articles 66.3 and 66.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates.

- 66.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 66.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:
- 66.4.1 in accordance with Article 66.2; or
- 66.4.2 at the meeting at which the poll was demanded to the Chairman, company secretary or any Director.
- 66.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 66.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address.
- 66.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.
- 66.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf.

67 AMENDMENTS TO RESOLUTIONS

- 67.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 67.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine); and
- 67.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 67.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 67.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

67.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

67.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

68 MEANS OF COMMUNICATION TO BE USED

68.1 Subject to the other provisions of these Articles:

68.1.1 anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company;

68.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these Articles or the Act to be sent or supplied by the Company to any Shareholder available on a website; and

68.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

68.2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

68.3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company.

69 COMPANY SEALS

69.1 Any common seal may only be used by the authority of the Directors.

69.2 The Directors may decide by what means and in what form any common seal is to be used.

69.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

70 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

71 DIRECTORS' INDEMNITY

71.1 Subject to Article 71.2, a Relevant Director may be indemnified out of the Company's assets against:

71.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Company;

71.1.2 any liability incurred by him in connection with the activities of any Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act);

71.1.3 any other liability incurred by him as an officer of any Company.

71.2 Article 71.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

72 DIRECTORS' INSURANCE

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.