Company No. 03071231

PRIVATE COMPANY LIMITED BY SHARES

SUBSTITUTED

ARTICLES OF ASSOCIATION

of

CAMBRIDGE MECHATRONICS LIMITED

(adopted by special resolution
passed on 9 August 2018 and amended by special resolutions
passed on 20 February 2019 and 15 October 2020)

TUESDAY

A9GJX4VI
A07 27/10/2020 #198
COMPANIES HOUSE

MAYER • BROWN

LONDON

CONTENTS

Article **Page**

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Exclusion of model articles 1
2. Definitions and interpretation 1
3. Liability of members 10

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority 11
5. Members' reserve power 11
6. Directors may delegate 11
7. Committees 12

DECISION-MAKING BY DIRECTORS

8. Directors to take decisions collectively 12
9. Calling a Directors' meeting 12
10. Participation in Directors' meetings 13
11. Quorum for Directors' meetings 13
12. Total number of Directors less than quorum 13
13. Chairing of Directors' meetings 14
14. Voting at Directors' meetings: general rules 14
15. Casting vote 14
16. Alternates voting at Directors' meetings 15
17. Authorising conflicts of interest 15
18. Accountability of remuneration and benefits 16
19. Meetings and conflicts of interest 17
20. Proposing Directors' written resolutions 18
21. Adoption of Directors' written resolutions 19
22. Directors' discretion to make further rules 19

APPOINTMENT OF DIRECTORS

23. Number of Directors 19
24. Methods of appointing Directors 20
25. Termination of Director's appointment 23
26. Directors' remuneration 23
27. Directors' expenses 24

ALTERNATE DIRECTORS

28. Appointment and removal of Alternates 24

CONTENTS

Article		Page
29.	Rights and responsibilities of Alternate Directors	25
30.	Termination of alternate Directorship	26
	PART 3	
	SHARES AND DISTRIBUTIONS	
	CLASSES OF SHARES	
31.	Special rights and restrictions	27
32.	Dividend rights	27
33.	Capital	28
34.	Sale	30
35.	Voting rights	32
36.	Conversion	32
37.	Leavers	35
38.	Common Shares	36
39.	Deferred Shares	36
	ISSUES OF SHARES	
40.	Powers to issue shares	37
41.	Payment of commissions on subscription for Shares	40
	INTERESTS IN SHARES	
42.	Company not bound by less than absolute interests	40
43.	Share certificates	40
44.	Replacement share certificates	41
	UNPAID OR PARTLY PAID SHARES	
45.	Company's Lien over Shares which are not Fully Paid	41
46.	Enforcement of the Company's Lien	42
47.	Call notices	43
48.	Liability to pay Calls	44
49.	When Call notice need not be issued	44
50.	Failure to comply with Call notice: automatic consequences	45
51.	Notice of intended forfeiture	45
52.	Directors' power to forfeit Shares	46
53.	Effect of forfeiture	46
54.	Procedure following forfeiture	47
55.	Surrender of Shares	48
	TRANSFER AND TRANSMISSION OF SHARES	
56.	Share transfers	48
57.	Transmission of Shares	50

CONTENTS

Article		Page
58.	Exercise of Transmittees' rights	51
59.	Transmittees bound by prior notices	52
60.	Drag-along	52
61.	Tag-along rights	53
	CONSOLIDATION OR DIVISION OF SHARES	
62.	Shares resulting from a sub-division	57
63.	Procedure for disposing of fractions of Shares	57
	DIVIDENDS AND OTHER DISTRIBUTIONS	
64.	Procedure for declaring dividends	58
65.	Calculation of dividends	59
66.	Payment of dividends and other distributions	60
67.	Deductions from distributions in respect of sums owed to the company	60
68.	No interest on distributions	61
69.	Unclaimed distributions	61
70.	Non-cash distributions	62
71.	Waiver of distributions	62
	CAPITALISATION OF PROFITS	
72.	Authority to capitalise and appropriation of capitalised sums	62
	PART 4	
	DECISION-MAKING BY MEMBERS	
	ORGANISATION OF GENERAL MEETINGS	
73.	Attendance and speaking at general meetings	64
74.	Quorum for general meetings	64
75.	Chairing general meetings	64
76.	Attendance and speaking by Directors and non-members	65
77.	Adjournment	65
	VOTING AT GENERAL MEETINGS	
78.	Voting: general	67
79.	Errors and disputes	68
80.	Poll votes	68
81.	Procedure on a poll	69
82.	Content of Proxy Notices	69
83.	Delivery of Proxy Notices	70
84.	Amendments to resolutions	71

CONTENTS

Article **Page**

RESTRICTIONS ON MEMBERS' RIGHTS

85. No voting of Shares on which money owed to company 72

APPLICATION OF RULES TO CLASS MEETINGS

86. Class meetings 72

PART 5
ADMINISTRATIVE ARRANGEMENTS

87. Means of communication to be used 72
88. Company seals 74
89. No right to inspect accounts and other records 74
90. Provision for employees on cessation of business 74
91. Authentication of documents 75

DIRECTORS' INDEMNITY AND INSURANCE

92. Indemnity 75
93. Insurance 75

COMPANY LIMITED BY SHARES INCORPORATED UNDER THE COMPANIES ACT 1985

SUBSTITUTED

ARTICLES OF ASSOCIATION

OF

CAMBRIDGE MECHATRONICS LIMITED

(Company No. 03071231)

(Adopted by special resolution passed on 9 August 2018 and amended by special resolutions passed on 20 February 2019 and 15 October 2020)

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. EXCLUSION OF MODEL ARTICLES

No articles set out in any statute or other Instrument having statutory force apply to the company and the following are the company's articles of association.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In the Articles:

"A Ordinary Shareholder" means any member holding A Ordinary Shares from time to time;

"A Ordinary Shares" means the A1 Ordinary Shares, the A2 Ordinary Shares and the A3 Ordinary Shares;

"A1 Ordinary Shares" means the A1 ordinary shares of 0.25p each in the capital of the company ranking pari passu with the Ordinary Shares save as otherwise provided in these articles of association;

"A2 Ordinary Shares" means the A2 ordinary shares of 0.25p each in the capital of the company ranking pari passu with the Ordinary Shares save as otherwise provided in these articles of association;

"A3 Ordinary Shares" means the A3 ordinary shares of 0.25p each in the capital of the company ranking pari passu with the Ordinary Shares save as otherwise provided in these articles of association;

"Additional Director" means any Director (and that person's Alternate) appointed from time to time pursuant to article 24.7 (*How Additional Directors appointed and removed*);

"address", in relation to a communication made by electronic means, includes any number or address used for the purposes of that communication;

"Alternate" or **"Alternate Director"** has the meaning given in article 28 (*Appointment and removal of Alternates*);

"Appointor" has the meaning given in article 28 (*Appointment and removal of Alternates*);

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

"Asset Sale" means the completion (whether in one transaction or a series of transactions) of the sale or transfer of the whole or substantially the whole undertaking or assets of the company and its subsidiaries;

"associated company" means (other than in the context of article 92 (*Indemnity*)), in relation to a member being a body corporate, another body corporate (a) Controlling or Controlled by the first body corporate, or (b) Controlled by the same person who Controls the first body corporate;

"B Shareholder" means any member holding B Shares from time to time;

"B Shares" means the B shares of 0.25p each in the capital of the company ranking pari passu with the Ordinary Shares save as otherwise provided in these articles or association;

"Bad Leaver" means a Leaver who is not a Good Leaver;

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

"Base Value" means an amount equal to the sum of:

(a) £95,600,000[1]; plus

(b) in respect of each Ordinary Share and each B Share issued after the date of adoption of the Articles (other than Ordinary Shares issued in connection with the exercise of options granted prior to the date of adoption of the Articles), an amount equal to the lower of (i) the issue price of that Share, and (ii) £6.26;

"Business Day" means a day (not being a Saturday or Sunday) when banks are open in the City of London for the transaction of general banking business;

---

[1] For reference, £95.6 million has been calculated assuming a post-money valuation of the company of £109.7 million on the basis of 2,255,591 Preferred Ordinary Shares being allotted at an issue price of £6.26 per Share. £95.6 million represents 13,568,831 Ordinary Shares with a value of £6.26 per Share, 1,270,264 Ordinary Shares being subject of options to subscribe with a value of £6.26 per Share, 157,050 A1 Ordinary Shares with a value of (£6.26-£1.20) per Share, 120,349 A2 Ordinary Shares with a value of (£6.26-£2.60) per Share and 826,000 A3 Ordinary Shares with a value of (£6.26-£4.50) per Share, rounded to one decimal point.

"Call" has the meaning given in article 47 (*Call Notices*);

"Call Payment Date" has the meaning given in article 50.2 (*Interpretation*);

"Called Shareholders" has the meaning given in article 60.2 (*Selling Shareholders may issue Drag-Along Notice*);

"Call Notice" has the meaning given in article 47 (*Call Notices*);

"Cambridge Mechatronics Employee Benefit Trust" means the employee benefit trust of the company as settled on 14 May 2015 as amended from time to time and any other trust set up by the company from time to time following a recommendation of the Directors to hold Shares and to transfer them (or to grant options to acquire them) to employees, officers or consultants of the company;

"Chairman" has the meaning given in article 13 (*Chairing of Directors' meetings*);

"Chairman of the Meeting" has the meaning given in article 75 (*Chairing general meetings*);

"Commencement Date" means the date specified in any agreement to issue A Ordinary Shares;

"Common Shares" means the common ordinary shares of 0.25p each in the capital of the company;

"Companies Act 2006" means the Companies Act 2006 including any statutory re-enactment or modification from time to time in force;

"Companies Acts" means the Companies Acts (as defined in s2 Companies Act 2006), in so far as they apply to the company;

"Company's Lien" has the meaning given in article 45 (*Company's Lien over partly paid Shares*);

"Conflict of Interest" has the meaning given in article 17 (*Authorising conflicts of interest*);

"Control" has the meaning given in s1124 Corporation Tax Act 2010, and **"Controlled"** shall be construed accordingly;

"Conversion Date" has the meaning given in article 36.1 (*Conversion prior to Listing*);

"Converting Shares" has the meaning given in article 36.3(d) (*General conversion requirements*);

"Deferred Shares" means the deferred shares of 0.25p each in the capital of the company;

"Drag-Along Notice" has the meaning given in article 60.2 (*Selling Shareholders may issue Drag-Along Notice*);

"Drag-Along Price" has the meaning given in article 60.3 (*Determination of Drag-Along Price*);

"Director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"Distribution Recipient" has the meaning given in article 66 (*Payment of dividends and other distributions*);

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in s1168 Companies Act 2006;

"electronic means" has the meaning given in s1168 Companies Act 2006;

"Employee Share Option Plans" means the share option plan(s) of the company from time to time for the benefit of employees, directors and other service providers, as approved by the Directors;

"Family Trust" means in relation to a member:

(a) a trust or trusts (however arising) under which no immediate beneficial interest in the Shares in question is at any time vested in a person other than that member or a Privileged Relation of that member and no power of control over the voting powers conferred by those Shares is at any time exercisable by, or subject to the consent of, any person other than the trustees as trustees of that member concerned or a Privileged Relation of that member; or

(b) a body corporate Controlled by such a trust;

"Financial Year" means an accounting period of the company as determined in accordance with ss390 to 392 Companies Act 2006;

"Fraction Holders" has the meaning given in article 36.3(h) (*General conversion requirements*);

"Fully Paid", in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

"Good Leaver" means any member who is a Leaver by reason of:

(a) injury or disability evidenced to the satisfaction of the Directors;

(b) retirement either at the normal retirement date or earlier by agreement with the company;

(c) death;

(d) redundancy;

(e) because the company that is his employer company ceases to be a group company; or

(f) any other reason determined at the absolute discretion of the Directors and set out in writing prior to the date on which he ceased to hold office or employment with a group company;

"group" means the company, its holding company, its subsidiaries and subsidiary undertakings and subsidiaries and subsidiary undertakings of its holding company from time to time, and **"group company"** means any one of them from time to time;

"Harbour Family Entity" means any company, partnership or other legal entity in respect of which a Harbour Family Member or any group of Harbour Family Members together legally or beneficially owns (directly or indirectly) more than 50 per cent. of the shares, partnership capital or other equivalent ownership interest;

"Harbour Family Member" means each of:

(a) Rex Harbour of 3eme Etage, Les Lauriers, 15 Blvd Princesse Charlotte, MC 98000, Monaco;

(b) any child and remoter issue of Rex Harbour;

(c) any sister of Rex Harbour;

(d) any child and remoter issue of any sister of Rex Harbour; and

(e) the spouse or common law spouse of any of the above;

"hard copy form" has the meaning given in s1168 Companies Act 2006;

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

"Implied Valuation" has the meaning given in article 61.3(d) (*Determination of Tag-Along Price*);

"Independent Director" means any non-executive Director (and that person's Alternate) considered by the Directors to be independent in character and judgment;

"Initial Consideration" has the meaning given in article 34.4 (*Escrow and contingent consideration*);

"Instrument" means a document in hard copy form;

"Investor Director" means any non-executive Director (and that person's Alternate) appointed from time to time pursuant to article 24.1 (*How Investor Director appointed and removed*);

"issue price" means in respect of a Share the aggregate of:

(a) the amount paid up (or credited as paid up) in respect of the nominal value of that Share; and

(b) any share premium paid or credited as paid on that Share,

provided that the issue price in relation to Preferred Ordinary Shares resulting from conversion of Loan Notes shall be deemed to be £6.26 per Preferred Ordinary Share;

"Leaver" means:

(a) an employee of any group company who ceases to be an employee of any group company; or

(b) a director of any group company (other than the Investor Director) who ceases to be a director of any group company,

except that:

(i) a person falling within paragraph (a) but who remains a director of any group company is not a leaver until the time when he ceases to be a director of any group company; and

(ii) a person falling within paragraph (b) but who remains an employee of any group company is not a leaver until the time when he ceases to be an employee of or consultant to any group company;

"Lien Enforcement Notice" has the meaning given in article 46 (*Enforcement of the Company's Lien*);

"Listing" means the admission to listing or trading of the whole or any class of Shares (or other securities representing shares) on the official list of the UK Listing Authority maintained in accordance with s74(1) Financial Services and Markets Act 2000 or on NASDAQ, the Singapore Exchange, the Hong Kong Stock Exchange or the Shanghai Stock Exchange or any other stock market or securities exchange approved by ordinary resolution, in each case whether effected by way of an offer for sale, a new issue of Shares, an introduction, a placing or otherwise;

"Listing Price Per Share" has the meaning given in article 36.2(b) (*Interpretation*);

"Loan Notes" means £3,000,000 convertible loan notes 2017 of the company constituted by an instrument dated 18 April 2017;

"member" has the meaning given in s112 Companies Act 2006;

"Member Associate" means, in relation to a member:

(a) in the case of a member being a body corporate, any other body corporate which is that member's associated company;

(b) in the case of a member being an individual:

(i) a Privileged Relation of that member;

(ii) the trustees of a Family Trust of that member; and

(iii) a body corporate Controlled by that member; and

(c) in the case of Lauriers Investing Limited:

(i) a Harbour Family Entity;

(ii) a Harbour Family Member;

(iii) the trustees of a Family Trust of a Harbour Family Member; and

(iv) another other body corporate which is an associated company of Lauriers Investing Limited;

"Minority Transfer Notice" has the meaning given in article 61.5 (*Minority Transfer Notice*);

"ordinary resolution" has the meaning given in s282 Companies Act 2006;

"Ordinary Shareholder" means any member holding Ordinary Shares from time to time;

"Ordinary Shareholder Director" means any non-executive director (and that person's Alternate) appointed from time to time pursuant to article 24.2 (*How Ordinary Shareholder Director appointed and removed*);

"Ordinary Shares" means the ordinary shares of 0.25p each in the capital of the company;

"paid" means paid or credited as paid;

"partly paid", in relation to a share, means that part of that share's nominal value or any premium at which it was issued has not been paid to the company;

"Permitted Transferee" means any person to whom a member is permitted to transfer shares pursuant to article 56.1 (*Permitted transfers*):

"Per Share Valuation" has the meaning given in article 61.3(d) (*Determination of Tag-Along Price*);

"Preference Dividend" has the meaning given in article 32.1 (*Preferred Ordinary Shares – Income*);

"Preferred Ordinary Shareholder" means any member holding Preferred Ordinary Shares from time to time;

"Preferred Ordinary Share IRR" means the internal rate of return per annum received by the Preferred Ordinary Shareholders with respect to the Preferred Ordinary Shares, calculated in good faith by applying Microsoft Excel Version 2010 XIRR function to the cashflows described below in each case on the date on which the cashflow was effected or deemed to be effected, taking into account:

(a) as outflows, the subscription price of the Preferred Ordinary Shares; and

(b) as inflows, the Returns;

"Preferred Ordinary Shares" means the preferred ordinary shares of 0.25p each in the capital of that company;

"Pre-Money Valuation of the Company" has the meaning given in article 36.2(a) (*Interpretation*);

"Pricing Notice" has the meaning given in article 61.3(a) (*Determination of Tag-Along Price*);

"Privileged Relation" in relation to a member who is an individual, means that member's spouse, civil partner, widow, widower, surviving civil partner, descendant, step-child, parent, brother or sister, nephew or niece;

"Proposed Transfer" has the meaning given in article 61.1 (*Application of this article*);

"Proxy Notice" has the meaning given in article 82 (*Content of Proxy Notices*);

"Proxy Notification Address" has the meaning given in article 83 (*Delivery of Proxy Notices*);

"qualifying person" has the meaning given in s318 Companies Act 2006;

"Realisation Value" has the meaning given in article 33.2 (*Realisation Values of A Ordinary Shares*);

"Reference Date" has the meaning given in article 61.3(a) (*Determination of Tag-Along Price*);

"Reference Price" has the meaning given in article 61.3(b) or (c) (*Determination of Tag-Along Price*), as appropriate;

"Relevant Rate" has the meaning given in article 50 (*Interpretation);*

"Remaining Shareholders" has the meaning given in article 61.5 (*Minority Transfer Notice*);

"Returns" means the aggregate amount of the gross dividends or other distributions or returns of profits and capital (including on a winding up or liquidation) made by the company to the holders of Preferred Ordinary Shares (whether in cash or in kind);

"Sale Proceeds" means the price paid or to be paid (including the cash value at the date of a Share Sale of any non-cash consideration) for all of the Shares which are the subject of a Share Sale;

"Selling Shareholders" has the meaning given in article 60.2 (*Selling Shareholders may issue Drag-Along Notice*);

"Share Sale" means the sale or transfer or other disposition of any interest in any Shares (whether in one transaction or a series of transactions) as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would hold or acquire beneficial ownership of or over that number of Shares which in aggregate confers more than 50 per cent. of the voting rights normally exercisable at general meetings of the company;

"Shareholder Nominee Director" means any non-executive director (and that person's Alternate) appointed from time to time pursuant to article 24.4 (*How Shareholder Nominee Directors appointed and removed*);

"Shares" means shares in the company;

"signed", in relation to anything in electronic form, includes authentication in such manner as the Directors may decide;

"special resolution" has the meaning given in s283 Companies Act 2006;

"subsidiary" has the meaning given in s1159 Companies Act 2006;

"Tag-Along Price" has the meaning given in article 61.3(g) (*Determination of Tag-Along Price*);

"Tag-Along Notice" has the meaning given in article 61.6 (*Tag-Along Notice*);

"Threshold Value" means:

(a) in the case of the A1 Ordinary Shares, £1.20 per share;

(b) in the case of the A2 Ordinary Shares, £2.60 per share; and

(c) in the case of the A3 Ordinary Shares, £4.50 per share.

"Transferring Shareholders" has the meaning given in article 61.2 (*No transfer unless in compliance with this article*);

"Transmittee" means a person entitled to a share by reason of the death or Bankruptcy of a member or otherwise by operation of law;

"UK Listing Authority" means the Financial Conduct Authority acting as the competent authority for the purposes of the Financial Services and Markets Act 2000; and

"written" or **"writing"** means the representation or reproduction of word in a legible and non-transitory form by any method or combination of methods, including in electronic form.

2.2 **Companies Act 2006 definitions**

Unless stated otherwise, other words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006.

2.3 **Meaning of references**

In these Articles, unless stated otherwise, any reference to:

(a) a person **acting in concert** with one or more others means a person acting in concert as that term is defined in the City Code on Takeovers and Mergers with another person or persons;

(b) a person **connected** with one or more others means a person connected with that person or persons for the purposes of s1122 and s1123 Corporation Tax Act 2010;

(c) a **document** is to that document as supplemented, otherwise amended, replaced from time to time (other than in breach of the Articles);

(d) the masculine, feminine or neuter **gender** respectively includes the other genders and any reference to the singular includes the plural (and vice versa);

(e) a **person** includes any individual, firm, company, corporation, government, state or agency of state or any association, trust or partnership (whether or not having a separate legal personality);

(f) **pounds, sterling or £** is to the lawful currency of the United Kingdom;

(g) a **statute** or **statutory provision** includes any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time; and

(h) a **time of the day** is to London time and references to a day are to a period of 24 hours running from midnight to midnight.

2.4 **Headings and table of contents**

In the Articles, the table of contents and headings are included for convenience only and do not affect the interpretation or construction of the Articles.

2.5 **No restrictive interpretations**

In these Articles, **including** means "including without limitation" (with related words being construed accordingly), **in particular** means "in particular but without limitation" and other **general words** are not to be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

3. LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the **Shares** held by them.

PART 2
DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

Subject to the 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. MEMBERS' RESERVE POWER

5.1 Members' directions

The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 Validity of Directors' prior actions

No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

6. DIRECTORS MAY DELEGATE

6.1 Scope of delegation

Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

(a) to such person or to such committee (consisting of one or more Directors);

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions,

as they decide.

6.2 Further delegation

If the Directors so specify, any delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

6.3 Revocation and alteration of delegated power

The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. COMMITTEES

7.1 Committee procedures

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 the Articles which govern the taking of decisions by Directors.

7.2 Directors' power to make procedural rules

The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Decisions of the Directors may be taken:

(a) at a Directors' meeting; or

(b) in the form of a Directors' written resolution.

9. CALLING A DIRECTORS' MEETING

9.1 Power to call Directors' meetings

Any Director may call a Directors' meeting by giving at least seven clear days' notice of the meeting to the Directors or by authorising the company secretary (if any) to give that notice. That notice may be given on a shorter period in the case of emergencies or if a majority of the Directors agree to accept shorter notice.

9.2 Contents of notice

Notice of any Directors' meeting must indicate:

(a) its proposed date and time;

(b) where it is to take place; and

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

9.3 Notice to each Director

Notice of a Directors' meeting must be given to each Director, but need not be in writing.

9.4 Waiver of entitlement to notice

Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company

before, on or after the date on which the meeting is held. Where the notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10. PARTICIPATION IN DIRECTORS' MEETINGS

10.1 Participation conditions

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

(a) the meeting has been called and takes place in accordance with the Articles; and

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

10.2 Irrelevant matters

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

10.3 Deciding on place of meeting

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

11. QUORUM FOR DIRECTORS' MEETINGS

11.1 Quorum before voting

At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 Fixing of quorum

The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

12. TOTAL NUMBER OF DIRECTORS LESS THAN QUORUM

12.1 Application

This article applies where the total number of Directors for the time being is less than the quorum for Directors' meetings.

12.2 Action if one Director

If there is only one Director, that Director may take no action other than to appoint sufficient Directors to make up a quorum or call a general meeting to do so.

12.3 Action if more than one Director

If there is more than one Director:

(a) a Directors' meeting may take place, if it is called in accordance with the Articles and at least two Directors participate in it, with a view to appointing sufficient Directors to make up a quorum or calling a general meeting to do so; and

(b) if a Directors' meeting is called but only one Director attends at the appointed date and time to participate in it, that Director may appoint sufficient Directors to make up a quorum or call a general meeting to do so.

13. CHAIRING OF DIRECTORS' MEETINGS

13.1 Appointment of chairman

The Directors may appoint a Director to chair their meetings.

13.2 Appointed person called Chairman

The person so appointed for the time being is known as the **"Chairman"**.

13.3 Termination of Chairman's appointment

The Directors may terminate the chairman's appointment at any time.

13.4 Alternative Chairman

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.

14. VOTING AT DIRECTORS' MEETINGS: GENERAL RULES

14.1 Decisions at Directors' meetings

Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Directors.

14.2 Number of votes

Subject to the Articles, each Director participating in a Directors' meeting has one vote.

15. CASTING VOTE

15.1 Chairman's casting vote

If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.

15.2 Exception

But article 15.1 does not apply if, as contemplated by article 17.6 (*Examples of terms of authorisation*) or otherwise in accordance with the Articles, the Chairman or other Director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. ALTERNATES VOTING AT DIRECTORS' MEETINGS

A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:

(a) not participating in a Directors' meeting; and

(b) would have been entitled to vote if they were participating in it.

17. AUTHORISING CONFLICTS OF INTEREST

17.1 Directors' power to authorise conflicts of interest

The Directors may, in accordance with this article, authorise a matter proposed to them which would, if not authorised, involve a breach by a Director of his or her duty under s175 Companies Act 2006 to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the company's interests.

17.2 Interpretation

A reference in the Articles to a **"Conflict of Interest"** includes a Conflict of Interest and duty and a conflict of duties.

17.3 Authorisation in accordance with Companies Act 2006

An authorisation referred to in article 17.1 is effective only if it is given in accordance with the requirements of the Companies Act 2006.

17.4 Authorisation by written resolution

In the case of an authorisation given by resolution in writing:

(a) the resolution must be signed by all the Directors; and

(b) the number of Directors that sign the resolution (disregarding the Director in question and any other Director who has a direct or indirect interest in the matter being authorised) must be not less than the number required to form a quorum.

17.5 Directors may prescribe terms of authorisation

The Directors may:

(a) authorise a matter pursuant to article 17.1 on such terms and for such duration, or impose such limits or conditions on it, as they may decide; and

(b) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.

17.6 **Examples of terms of authorisation**

Any terms, limits or conditions imposed by the Directors in respect of their authorisation of a Director's Conflict of Interest or possible Conflict of Interest (whether given pursuant to article 17.1 or otherwise) may provide that:

(a) if the Relevant Director has (other than through his or her position as Director) information in relation to the relevant matter in respect of which he or she owes a duty of confidentiality to another person, he or she is not obliged to disclose that information to the company or to use or apply it in performing his or her duties as a Director;

(b) the Director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the Directors or any committee of Directors or otherwise;

(c) the Director is not to be given any documents or other information in relation to the relevant matter; and

(d) the Director may or may not vote (or may or may not be counted in the quorum) at a meeting of the Directors or any committee of Directors in relation to any resolution relating to the relevant matter.

17.7 **No infringement of duty**

A Director does not infringe any duty which he or she owes to the company by virtue of ss171 to 177 Companies Act 2006 if that Director acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of their authorisation of that Director's Conflict of Interest or possible Conflict of Interest (whether given pursuant to article 17.1 or otherwise).

18. ACCOUNTABILITY OF REMUNERATION AND BENEFITS

18.1 **Directors permitted to retain benefits from situational conflicts**

A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the company for any remuneration or other benefit which he or she derives from or in connection with a relationship involving a Conflict of Interest or possible Conflict of Interest which has been authorised by the Directors (whether pursuant to article 17.1 (*Directors' power to authorise conflicts of interest*) or otherwise) or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation).

18.2 **Directors permitted to retain benefits from transactional conflicts**

If a Director has disclosed to the Directors the nature and extent of his or her interest (to the extent required by the Companies Act 2006) he or she is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the company for any remuneration or other benefit which he or she derives from or in connection with:

(a) being a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is interested or a body corporate in which the company is interested;

(b) acting (otherwise than as auditor) alone or through his or her organisation in a professional capacity for the company (and that Director or his or her organisation is entitled to remuneration for professional services as if they were not a Director); or

(c) being a Director (and, for this purpose, the definition of Director in article 2.1 (*Definitions*) shall not apply) or other officer of, or employed by, or otherwise interested in, the company's subsidiaries or any other body corporate in which the company is interested.

18.3 **No breach of statutory duty not to accept benefits from third parties**

A Director's receipt of any remuneration or other benefit referred to in articles 18.1 or 18.2 does not constitute an infringement of his or her duty under s176 Companies Act 2006.

18.4 **Transaction not liable to be avoided**

A transaction or arrangement referred to in articles 18.1 or 18.2 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to those Articles.

19. MEETINGS AND CONFLICTS OF INTEREST

19.1 **Participation of interested Directors**

If a Directors' meeting, or part of a Directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a Director is interested then:

(a) provided the Director has declared the nature and extent of his or her interest to the other Directors to the extent required by the Companies Act 2006; and

(b) subject to the terms imposed by any authorisation given by the Directors (whether pursuant to article 17.1 (*Directors' power to authorise conflicts of interest*) or otherwise) or by the company in general meeting

that Director is to be counted as participating in that meeting, or part of a meeting, for quorum purposes and he or she may vote at that meeting or part of a meeting.

19.2 **Interpretation**

For the purposes of this article:

(a) an interest of a person who is, for any purpose of the Companies Act 2006, **"connected with"** (within the meaning of s252 Companies Act 2006) a Director is to be treated as an interest of the Director; and

(b) in relation to an Alternate Director, an interest of his or her Appointor is to be treated as an interest of the Alternate Director without prejudice to any interest which the Alternate Director has otherwise and without prejudice to his or her ability to vote in relation to that transaction or arrangement on behalf of another Appointor who does not have such an interest.

19.3 **Chairman's rulings**

Subject to article 19.4, if a question arises at a meeting of the Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.

19.4 **Questions regarding the Chairman**

If any question as to the right to participate in the meeting (or part of the meeting) arises in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19.5 **Directors voting on appointments**

If it is proposed to appoint two or more Directors to offices or employments with the company or with any body corporate in which the company is interested or to fix or vary the terms of those appointments, the proposals must be divided and considered in relation to each Director separately. In that case, each of those Directors (if not precluded from voting for another reason) may vote (and be counted in the quorum) in respect of each resolution except the resolution which relates to that Director.

20. PROPOSING DIRECTORS' WRITTEN RESOLUTIONS

20.1 **Proposal by a Director**

Any Director may propose a Directors' written resolution.

20.2 **Proposal by the company secretary**

The company secretary (if any) must propose a Directors' written resolution if a Director so requests.

20.3 **Method of proposing**

A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors.

20.4 **Content of notice**

Notice of a proposed Directors' written resolution must indicate:

(a) the proposed resolution; and

(b) the time by which it is proposed that the Directors should adopt it.

20.5 **Written notice to each Director**

Notice of a proposed Directors' written resolution must be given in writing to each Director.

20.6 **Adoption process**

Any decision which a person giving notice of a proposed Directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

21. ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS

21.1 **When written resolution adopted**

A proposed Directors' written resolution is adopted when all the Directors who would have been entitled to vote on the resolution at a Directors' meeting have signed one or more copies of it, but only if those Directors would have formed a quorum at such a meeting.

21.2 **Immateriality of signing time**

It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted.

21.3 **How resolution to be treated**

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

21.4 **Record of Directors' written resolutions**

The Directors or the company secretary (if any) must ensure that the company keeps a record, in writing, of all Directors' written resolutions for at least 10 years from the date of their adoption.

22. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

23. NUMBER OF DIRECTORS

Unless the members by special resolution decide otherwise, the number of directors must not be less than two and prior to a Listing may comprise:

(a) not more than two executive Directors (but without prejudice to the ability of an Additional Director to also be an executive Director);

(b) such number of Shareholder Nominee Directors as may be appointed pursuant to article 24.4 (*How Shareholder Nominee Directors appointed and removed*);

(c) not more than one Investor Director;

(d) not more than one Ordinary Shareholder Director;

(e) not more than one Independent Director; and

(f) not more than one Additional Director.

24. METHODS OF APPOINTING DIRECTORS

24.1 How Investor Director appointed and removed

The Preferred Ordinary Shareholders may:

(a) appoint a Director;

(b) remove any Director appointed by them; or

(c) appoint another Director in place of one removed by them,

provided that any such appointee must be first either recommended or approved (such approval not to be unreasonably withheld or delayed) by the Directors.

24.2 How Ordinary Shareholder Director appointed and removed

The Ordinary Shareholders may:

(a) appoint a Director;

(b) remove any Director appointed by them; or

(c) appoint another Director in place of one removed by them,

provided that any such appointee must be first either recommended or approved (such approval not to be unreasonably withheld or delayed) by the Directors.

24.3 Method of appointment or removal of Investor Director or Ordinary Shareholder Director

Any appointment or removal of an Investor Director or an Ordinary Shareholder Director under article 24.1 or 24.2 respectively must be effected by notice in writing to the company:

(a) signed by the shareholders holding a majority in number of the Preferred Ordinary Shares or the Ordinary Shares respectively; and

(b) specifying when the appointment is to commence or terminate (as appropriate).

24.4 **How Shareholder Nominee Directors appointed and removed**

Subject to article 24.5, if a member together with its Member Associates either:

(a) holds at the date of adoption of these Articles Ordinary Shares and/or A Ordinary Shares and/or Common Shares which in aggregate confer more than five per cent. of the voting rights normally exercisable at general meetings of the company, then for so long as that member together with its Member Associates holds Ordinary Shares, A Ordinary Shares, Common Shares and/or Preferred Ordinary Shares which in aggregate confer not less than three per cent. of the voting rights normally exercisable at general meetings of the company; or

(b) holds at any time Ordinary Shares and/or Preferred Ordinary Shares issued to it or to one of its Member Associates which in aggregate confer not less than five per cent. of the voting rights normally exercisable at general meetings of the company then thereafter for so long as that member together with its Member Associates holds Ordinary Shares and/or Preferred Ordinary Shares which in aggregate confer not less than five per cent. of the voting rights normally exercisable at general meetings of the company,

that member may:

(i) appoint a Director;

(ii) remove any Director appointed by it; or

(iii) appoint another Director in place of one removed by it.

24.5 **Conditions relating to the appointment and removal of Shareholder Nominee Directors**

(a) A member who is also an executive Director shall not be entitled to appoint a Director pursuant to article 24.4.

(b) Where a member appoints a Director pursuant to article 24.4, none of its Member Associates may also appoint a Director pursuant to article 24.4.

24.6 **Method of appointment or removal of Shareholder Nominee Directors**

Any appointment or removal of Shareholder Nominee Directors under article 24.4 must be effect by notice in writing to the company:

(a) signed by the appointing member; and

(b) specifying when the appointment is to commence or terminate (as appropriate).

24.7 **How Additional Directors appointed and removed**

The Preferred Ordinary Shareholders and Ordinary Shareholders together may:

(a) appoint a Director;

(b) remove any Director appointed by them; or

(c) appoint another Director in place of one removed by them,

provided that any such appointee must be first either recommended or approved (such approval not to be unreasonably withheld or delayed) by the Directors. Any such appointee Director may hold office as an executive or non-executive Director.

24.8 **Method of appointment or removal of Additional Director**

Any appointment or removal of an Additional Director under article 24.7 must be effected by a resolution passed by the holders of a majority in number of, together, the Preferred Ordinary Shares and the Ordinary Shares.

24.9 **How other executive Directors and Independent Directors appointed**

Any person who is willing to act as a Director, and is permitted by law to do so, may, by a decision of the Directors, be appointed to be a Director as contemplated by article 23(a) or (e) (*Number of Directors*).

A Director so appointed by the Directors shall hold office only until the next following annual general meeting. If not re-appointed at such annual general meeting by a resolution passed by the holders of a majority of the Preferred Ordinary Shares and by the holders of a majority of the Ordinary Shares, he shall vacate office at the conclusion of that annual general meeting.

24.10 [Deleted]

24.11 **How Director appointed if no members or Directors**

In any case where, as a result of death, the company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a Director.

24.12 **Interpretation**

For the purposes of article 24.11, 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.

24.13 **Directors in office on adoption**

Following adoption of the Articles, the Directors in office shall be or be deemed to be:

(a) in the case of Andrew Osmant and Martin Knight, Directors contemplated by article 23(a) (*Number of Directors*);

(b) in the case of Geoffrey McFarland, an Independent Director;

(c) in the case of Stewart Newton, a Shareholder Nominee Director appointed by himself; and

(d) in the case of Hugh Baker-Smith, an Additional Director.

25. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

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

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

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

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

(e) notification is received by the company from the Director that the Director is resigning from office, and the resignation has taken effect in accordance with its terms;

(f) that person and their Alternate (if any) is absent from meetings of the Directors for six successive months without the permission of the Directors;

(g) notice in writing of that person's removal as a Director is received by the company in accordance with article 24.3 (*Method of appointment or removal of Investor Director or Ordinary Shareholder Director*) or 24.6 (*Method of appointment or removal of Shareholder Nominee Directors*);

(h) in the case of a Shareholder Nominee Director, that person's appointor ceases to be entitled pursuant to article 24.4 (*How Shareholder Nominee Directors appointed and removed*) to appoint a Director;

(i) in the case of an Additional Director, that person is removed as a Director in accordance with article 24.8 (*Method of appointment or removal of Additional Director*); or

(j) in the case of a Director as contemplated by article 23(a) or (e) (*Number of Directors*), that is not re-appointed as contemplated by article 24.9 (*How other executive Directors and Independent Directors appointed)* or 24.10(a) *(Retirement on three year basis*).

26. DIRECTORS' REMUNERATION

26.1 Directors' services

Directors may perform any services for the company that the Directors decide.

26.2 **Remuneration for services**

Directors are entitled to such remuneration as the Directors decide:

(a) for their services to the company as Directors; and

(b) for any other service which they perform for the company.

26.3 **Form of remuneration and other arrangements**

Subject to the Articles, a Director's remuneration may take any form.

26.4 **Accrual of remuneration**

Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

26.5 **Pensions, gratuities and insurance**

The Directors may make any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, or for or towards insurance to or in respect of any Director or former Director who is or was at any time in the employment or service of the company or any of the company's subsidiaries or any other body corporate in which the company is interested or any of their respective predecessors in business and that person's family and dependants.

27. DIRECTORS' EXPENSES

The company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

(a) meetings of Directors or committees of Directors;

(b) general meetings; or

(c) separate meetings of the holders of any class of Shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

28. APPOINTMENT AND REMOVAL OF ALTERNATES

28.1 **Appointment of Alternates**

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

(a) exercise that Director's powers; and

(b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor (the **"Alternate"** or **"Alternate Director"**).

28.2 **Method of appointing or removing an Alternate**

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.

28.3 **Notice requirements**

The notice must:

(a) identify the person to be appointed or removed as an Alternate; and

(b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

29. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

29.1 **Rights of Alternate Directors**

An Alternate Director has the same rights, in relation to a Directors' meeting or Directors' written resolution, as the Alternate's Appointor.

29.2 **Status and responsibilities of Alternate Directors**

Except as the Articles specify otherwise, Alternate Directors are:

(a) deemed for all purposes to be Directors;

(b) liable for their own acts and omissions;

(c) subject to the same restrictions as their Appointors;

(d) not deemed to be agents of or for their Appointors; and

(e) entitled to be indemnified by the company to the same extent as if they were Directors.

29.3 **Directors' meetings and written resolutions**

A person who is an Alternate Director but not a Director:

(a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and

(b) may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

No Alternate may be counted as more than one Director for the purposes of article 29.3(a) and (b).

29.4 **Remuneration**

An Alternate Director is not entitled to receive any remuneration from the company for serving as an Alternate Director except for that part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the company.

30. TERMINATION OF ALTERNATE DIRECTORSHIP

An Alternate Director's appointment as an Alternate terminates:

(a) when the Alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

(b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;

(c) on the death of the Alternate's Appointor; or

(d) when the Alternate's Appointor's appointment as a Director terminates.

PART 3
SHARES AND DISTRIBUTIONS

CLASSES OF SHARES

31. SPECIAL RIGHTS AND RESTRICTIONS

31.1 Share capital

The share capital of the company consists of Preferred Ordinary Shares, Ordinary Shares, A1 Ordinary Shares, A2 Ordinary Shares, A3 Ordinary Shares, B Shares, Common Shares and Deferred Shares.

31.2 Special rights and restrictions

The special rights and restrictions attached to and imposed on each class of share capital of the company are set out in articles 32 (*Dividend rights*) to 39 (*Deferred Shares*).

31.3 A Ordinary Shares rank as one class

Without prejudice to the A1 Ordinary Shares, the A2 Ordinary Shares and the A3 Ordinary Shares each constituting separate classes of Shares, the A Ordinary Shares shall together be deemed to constitute a single class of Shares for the purposes of s630 Companies Act 2006.

32. DIVIDEND RIGHTS

32.1 Preferred Ordinary Shares – Income

(a) In respect of each Financial Year, the preference shares confer on the Preferred Ordinary Shareholders the right to receive (and the company must pay to them in accordance with the Articles) a fixed cumulative preferential dividend (**"Preference Dividend"**) on each preference share.

(b) The Preferred Ordinary Shareholders' right to the Preference Dividend is in priority to any payment by way of dividend or distribution to the holders of any other class of Shares.

(c) The Preference Dividend is payable at the rate of 8 per cent. per annum on the sum of the issue price of the Preferred Ordinary Shares and all compounded accruals of any Preference Dividend not paid from time to time.

(d) The Preference Dividend shall accrue on a daily basis from the date of issue of any Preferred Ordinary Shares and shall not be payable until such time as declared or paid by the company. The Preference Dividend shall be compounded annually on 31 December in each year. Subject to article 32.1(e), the company shall not be obliged to declare or pay the Preference Dividend in respect of any Financial Year or other period.

(e) No dividend may be declared or paid by the company on the Ordinary Shares, A Ordinary Shares or B Shares in respect of any Financial Year or other period for which accounts of the company shall be made up unless and until either:

(i) all accruals of the Preference Dividend have been paid to the holders of the Preferred Ordinary Shares; or

(ii) the holders of a majority of the Preferred Ordinary Shares in issue have consented to or sanctioned the declaration or payment of that dividend.

32.2 **Ordinary Shares, A Ordinary Shares and B Shares – Income**

(a) Subject to article 32.1(e), the Preferred Ordinary Shares, the Ordinary Shares, the A Ordinary Shares and the B Shares rank equally for any further dividend declared by the company.

(b) A resolution declaring a dividend on any of the Ordinary Shares, the A Ordinary Shares or the B Shares shall be null and void unless that resolution constitutes the declaration of a dividend of an equal value on each of the Ordinary Shares, the A Ordinary Shares and the B Shares.

32.3 **General**

Any resolution declaring a dividend shall not constitute the declaration of a dividend on any class of Shares unless the said resolution shall so state that it does.

33. **CAPITAL**

33.1 **Distribution on return of capital**

On a return of capital of the company on a winding up, reduction of capital or otherwise, the assets of the company available for distribution to holders remaining after payment of all other debts and liabilities of the company (and the costs, charges and expenses of the winding up or other return of capital) must (to the extent that it is lawful to do so) be applied in the following manner and order of priority:

(a) first, in paying to the Preferred Ordinary Shareholders all unpaid arrears and accruals of any Preference Dividend for all periods;

(b) secondly, in paying to the Preferred Ordinary Shareholders the issue price of the Preferred Ordinary Shares;

(c) thirdly, an amount up to the Base Value, shall be paid among the Ordinary Shareholders, the A Ordinary Shareholders and the B Shareholders as follows:

(i) as to the Realisation Value (as determined in accordance with article 33.2) of:

(A) the A1 Ordinary Shares, to the holders of those Shares respectively pro rata to their respective holdings of A1 Ordinary Shares;

(B) the A2 Ordinary Shares, to the holders of those Shares respectively pro rata to their respective holdings of A2 Ordinary Shares; and

(C) the A3 Ordinary Shares, to the holders of those Shares respectively pro rata to their respective holdings of A3 Ordinary Shares;

(ii) to the holders of Common Shares and Deferred Shares, pro rata to their respective holdings of Common Shares and Deferred Shares, an amount of £1 in aggregate; and

(iii) as to the remainder, to the holders of Ordinary Shares and B Shares such that in respect of each Ordinary Share and B Share held by them, they shall receive the same proportion of:

(A) in the case of any Ordinary Share or B Share issued after the date of adoption of the Articles (other than Ordinary Shares issued in connection with the exercise of options granted prior to the date of adoption of the Articles), for an issue price of less than £6.26, the issue price of that Share; and

(B) in the case of any other Ordinary Share or B Share (including any Ordinary Shares issued in connection with the exercise of options granted prior to the date of adoption of the Articles), £6.26; and

(d) as to any balance after the application of article 33.1(c), shall be paid among the Preferred Ordinary Shareholders, the Ordinary Shareholders, the A Ordinary Shareholders and the B Shareholders pro rata to their respective holdings of Preferred Ordinary Shares, Ordinary Shares, A Ordinary Shares and B Shares, provided that where the aggregate amount otherwise receivable by the holder of a Preferred Ordinary Share pursuant to this article 33.1(d) in respect of that Preferred Ordinary Share would result in the aggregate Returns in respect of that Preferred Ordinary Share as at the date of determination, when taken with other Returns arising on or prior to that date exceeding a Preferred Ordinary Share IRR of 15 per cent., the amount receivable by the holder of that Preferred Ordinary Share pursuant to this article 33.1(d) in respect of that Preferred Ordinary Share shall be reduced by the amount of such excess until the aggregate amount of such reduction in respect of all the Preferred Ordinary Shares is equal to the aggregate sum of all Preference Dividends paid to the holder of that Preferred Ordinary Share since its issue (whether paid pursuant to article 33.1(a) or otherwise).

33.2 **Realisation Values of A Ordinary Shares**

For the purposes of article 33.1(c)(i), in relation to the A1 Ordinary Shares, A2 Ordinary Shares or A3 Ordinary Shares respectively the **"Realisation Value"** means the amount determined by applying the following formula:

$$RV = X\left(\left(\frac{CP}{Y}\right) - T\right)$$

where:

RV = the Realisation Value of the A1 Ordinary Shares, A2 Ordinary Shares or A3 Ordinary Shares respectively;

X = the total number of A1 Ordinary Shares, A2 Ordinary Shares or A3 Ordinary Shares (as appropriate);

CP = the amount of available for distribution pursuant to article 33.1(c);

Y = the total number of Ordinary Shares, A1 Ordinary Shares, A2 Ordinary Shares, A3 Ordinary Shares and B Shares in issue; and

T = the Threshold Value for the A1 Ordinary Shares, A2 Ordinary Shares or A3 Ordinary Shares (as appropriate).

33.3 **Calculation of payment**

For the purposes of article 33.1:

(a) save as otherwise provided in article 33.1(c)(iii) and article 33.1(d), any payment to the holders of a particular class of Share must be made in proportion to the number of Shares of the relevant class held by each of them;

(b) any payment in respect of unpaid arrears and accruals of any Preference Dividend:

(i) must be calculated down to (and including) the date of payment; and

(ii) is payable irrespective of:

(A) what profits (and of whether any profits) have been made or earned by the company; and

(B) whether or not the unpaid arrears and accruals have become due and payable in accordance with the provisions of article 32.1 (*Preferred Ordinary Shares – Income*).

34. **SALE**

34.1 **Distribution of Sale Proceeds**

(a) In the event of a Share Sale, subject to the Articles but notwithstanding anything to the contrary in the terms and conditions governing such Share Sale (unless all the holders of the Shares to be sold immediately prior to such Share Sale have agreed to the contrary for the purposes of this article 34), the holders of the Shares to be sold (immediately prior to such Share Sale) shall procure that the Sale Proceeds (whenever received) shall be distributed in the same order of priority and on the same terms as set out in article 33.1 (*Distribution of capital*) as if the date of such Share Sale were the date of the distribution for the purposes of article 33.1 (*Distribution of capital*) (or in the context of articles 60 (*Drag-along*) and 61 (*Tag-along rights*) the Reference Date) and as if the Sale Proceeds represented all of the assets of the company available for distribution to shareholders and the Shares to be sold represented the entire issued share capital

of the company. For the purposes of this article 34.1, it is acknowledged that on a Share Sale, Shares of different classes may be sold at different prices and the Directors shall not register any transfer of Shares if the proceeds of the Share Sale of such Shares are not distributed in accordance with the provisions of article 33.1 (*Distribution of capital*) as applicable pursuant to this article 34.1.

(b) Where the proviso to article 61.1(a) (*Application of this article*) applies, the provisions of this article 34.1 shall only apply where Stewart Newton would be required to issue a Minority Transfer Notice pursuant to that proviso, and reference to "Share Sale" in this article 34 shall be read accordingly.

34.2 **Non-participation in Share Sale**

If any holder of Shares does not participate in the Share Sale referred to in article 34.1 or does not sell all Shares held by it, then that holder shall not be entitled to any distribution pursuant to article 34.1 in respect of any Shares not sold in such Share Sale and, to the extent of such Shares not sold, article 33.1 (*Distribution of capital*) shall not apply to such holder. In such circumstances the Sale Proceeds will be distributed amongst the participating shareholders on the basis of the amount that they would have received in respect of the Shares sold if the entire issued share capital of the company were to be sold and the aggregate consideration available to be distributed was increased accordingly.

34.3 **Asset Sale**

Upon an Asset Sale, unless otherwise resolved by special resolution, the company shall be wound up or liquidated and the proceeds shall be distributed in the same order of priority and on the same terms as set out in article 33.1 (*Distribution of capital*).

34.4 **Escrow and contingent consideration**

In the event of a Share Sale or the application of article 34.3 where any portion of the consideration payable to the holders of Shares participating in the Share Sale or to the company or relevant subsidiary (as applicable) is placed into escrow and/or is payable subject to contingencies, then such consideration shall be distributed to the relevant holders in the same order of priority and on the same terms as set out in article 33.1 (*Distribution of capital*) (as applicable in the relevant circumstances) so far as practicable and lawful such that the portion of such consideration that is not placed into escrow and not subject to any contingencies (or otherwise subject to holdback or set aside for escrow) (the **"Initial Consideration"**) shall be allocated among relevant holders in accordance with article 33.1 (*Distribution of capital*) (as applicable in the relevant circumstances) as if the Initial Consideration were the only consideration payable in connection with such transaction, and any additional consideration which becomes payable upon release from escrow or satisfaction of contingencies shall be distributed among relevant holders in the same order of priority and on the same terms as set out in article 33.1 (*Distribution of capital*) (as applicable in the relevant circumstances) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

35. VOTING RIGHTS

35.1 Entitlement to notice, attend and vote

The holders of the Preferred Ordinary Shares, the Ordinary Shares, the A Ordinary Shares and the Common Shares shall be entitled to receive notice of, to attend, and to vote at, general meetings of the company.

35.2 Votes of Preferred Ordinary Shares, Ordinary Shares and Common Shares on a poll

On a poll, each Preferred Ordinary Shareholder, Ordinary Shareholder and Common Shareholder present in person or by proxy or (being a corporation) by a duly authorised representative has one vote for each share of each such class of which he is the holder.

35.3 Votes of A Ordinary Shares on a poll

On a poll, each A Ordinary Shareholder present in person or by proxy or (being a corporation) by a duly authorised representative has one vote for every hundred A Ordinary Shares of which he is the holder. Such vote shall be in addition to any votes for any other class of Shares held. An A Ordinary Shareholder shall have no vote in respect of any balance of A Ordinary Shares held.

35.4 B Shares and Deferred Shares

The holders of the B Shares and the holders of the Deferred Shares shall not, in respect of such Shares, be entitled to receive notice of, to attend, nor to vote at, general meetings of the company.

36. CONVERSION

36.1 Conversion prior to Listing

Immediately before a Listing (a **"Conversion Date"**) the Preferred Ordinary Shares, the A Ordinary Shares and the B Shares shall convert automatically into Fully Paid Ordinary Shares so that immediately after conversion (but before the Listing) the total number of Ordinary Shares resulting from the conversion of the Preferred Ordinary Shares, the A Ordinary Shares and the B Shares respectively shall have a share value (at the Listing Price Per Share) equal to the amount that the holders of Preferred Ordinary Shares, A Ordinary Shares or B Shares (as appropriate) would have received if the Pre-Money Valuation of the Company had been distributed to all shareholders in the same order of priority and on the same terms as set out in article 33.1 (*Distribution of capital*) as if the date of Listing were the date of the distribution for the purposes of article 33.1 (*Distribution of capital*) and as if the Pre-Money Valuation of the Company represented all of the assets of the company available for distribution to shareholders.

36.2 Interpretation

For the purposes of article 36.1:

(a) **"Pre-Money Valuation of the Company"** means an amount equal to the market capitalisation of the company at the Listing Price Per Share immediately

upon the Listing less the value (at the Listing Price Per Share) of any shares issued for the purpose of raising money for the company as part of the Listing arrangements (whether to finance the redemption of shares or the repayment of loans or for any other reason); and

(b) **"Listing Price Per Share"** means in the case of a Listing by way of:

(i) an offer for sale, the underwritten price;

(ii) an offer for sale by tender, the strike price under the offer; or

(iii) a placing, the price at which shares are sold under the placing,

and, in any other case, the price at which Ordinary Shares are proposed to be sold or offered in connection with the Listing.

36.3 **General conversion requirements**

(a) In determining the amount that the holders of Preferred Ordinary Shares, A Ordinary Shares or B Shares would have received if the Pre-Money Valuation of the Company had been distributed to all shareholders in the same order of priority and on the same terms as set out in article 33.1 (*Distribution of capital*) for the purposes of article 36.1, there shall be deemed to have been issued any Ordinary Shares which may fall to be issued after the Conversion Date pursuant to options, warrants or any other conversion or subscription rights issued or granted before the Conversion Date.

(b) The shares resulting from the conversion must be apportioned rateably (or as nearly as is practicable to avoid apportioning a fraction of a share) among the holders of shares of that class the shares to be converted.

(c) The auditors of the company shall certify the number of shares to be converted, the shares into which they convert, and the apportionment of those shares among the relevant members, and (in the absence of fraud or manifest error) such certification shall be conclusive and binding on the company and the relevant members for the purposes of the Articles.

(d) Conversion of the Preferred Ordinary Shares, A Ordinary Shares and B Shares (the **"Converting Shares"**) due to be converted in accordance with article 36.1 on a Conversion Date is to be effected in such manner as may be authorised by law and as the Directors from time to time determine and, without prejudice to the generality of the foregoing, may be effected by the consolidation and/or subdivision and redesignation of the Converting Shares as Ordinary Shares and/or a capitalisation of reserves including without limitation in the manner provided for in article 36.3(e).

(e) If the aggregate nominal value of the Converting Shares is less than the aggregate nominal value of the Ordinary Shares to which the holders of Converting Shares are entitled by virtue of conversion on the Conversion Date, conversion may be effected (pursuant to the authority given by the resolution by which article 36.3(e) was adopted and by these Articles):

(i) by all the Converting Shares of each holder being consolidated and subdivided into Ordinary Shares of individual nominal value equal to the nominal value of each ordinary share in issue at the Conversion Date and of an aggregate nominal value equal to the aggregate nominal amount of those Converting Shares; and

(ii) by part of the amount for the time being standing to the credit of the company's share premium account or distributable or undistributable reserves equal to the difference between the aggregate nominal value of the Ordinary Shares to which each holder of Converting Shares is so entitled and the aggregate nominal value of the Converting Shares held by him being capitalised and applied in paying up Ordinary Shares which are allotted and issued credited as Fully Paid to that holder of Converting Shares.

(f) If the aggregate nominal value of the Converting Shares is equal to or greater than the aggregate nominal value of Ordinary Shares to which the holders of Converting Shares are entitled, conversion may be effected (pursuant to the authority given by the resolution by which this article 36.3(f) was adopted and by these Articles) by all the Converting Shares of each holder being consolidated and subdivided into:

(i) Ordinary Shares of individual nominal value equal to the nominal value of each ordinary share in issue at the Conversion Date and of an aggregate nominal value equal to the aggregate nominal value of Ordinary Shares to which the holders of Converting Shares are entitled by virtue of the conversion on the Conversion Date (disregarding any fractional entitlements); and

(ii) such number of Deferred Shares with an aggregate nominal value is equal to such amount (if any) of the aggregate nominal value of the Converting Shares which exceeds the aggregate nominal value of the Ordinary Shares to which the holders of Converting Shares are entitled by virtue of the conversion on the Conversion Date (disregarding any fractional entitlements) as referred to in article 36.3(f)(i).

(g) The new Ordinary Shares to which a holder is entitled upon conversion shall for all purposes:

(i) be credited as Fully Paid;

(ii) rank pari passu in all respects and form one class with the Ordinary Shares then in issue; and

(iii) entitle the holder to receive dividends and other distributions declared, made or paid on Ordinary Shares by reference to a record date on or after the Conversion Date.

(h) The conversion of Preferred Ordinary Shares, A Ordinary Shares and B Shares shall be made on the Conversion Date. A certificate for new Ordinary Shares shall be made available for collection at the registered office of the company or

dispatched (at the holder's risk) to each holder without charge promptly upon receipt of the certificate (or certificates) for such holder's Preferred Ordinary Shares, A Ordinary Shares or B Shares (as appropriate) or if lost an indemnity in respect thereof in a form reasonably satisfactory to the Directors and the company shall enter the holder of the converted Preferred Ordinary Shares, A Ordinary Shares and B Shares on the register of members of the company as the holder of the appropriate number of Ordinary Shares.

(i) If any holder of Preferred Ordinary Shares, A Ordinary Shares or B Shares becomes entitled to fractions of an ordinary share as a result of conversion (**"Fraction Holders"**) the Directors may deal with these fractions as they think fit on behalf of the Fraction Holders. In particular, the Directors may aggregate and sell the fractions to a person (including, subject to the provisions of the Companies Act 2006, the company) for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions amongst the fractional holders. For the purposes of completing any such sale of fractions, the Chairman of the company or failing him the secretary will be deemed to have been appointed the fraction holder's agent for the purpose of the sale.

37. LEAVERS

37.1 Bad Leavers

Where any member is a Bad Leaver any A Ordinary Shares or Common Shares held by that member shall convert into Deferred Shares, with effect from the date on which he ceased to hold office or employment with a group company.

37.2 Good Leavers

Where any member is a Good Leaver that number of A Ordinary Shares held by that member determined in accordance with article 37.3 shall convert into Deferred Shares, with effect from the date on which he ceased to hold office or employment with a group company.

37.3 Conversion proportion

The proportion of a Good Leaver's holdings of A Ordinary Shares that shall convert into Deferred Shares shall be, where the date on which he ceased to hold office or employment with a group company is:

(a) before the first anniversary of the Commencement Date, 100 per cent.;

(b) on or after the first anniversary of the Commencement Date, but before the second anniversary of the Commencement Date, two thirds;

(c) on or after the second anniversary of the Commencement Date, but before the third anniversary of the Commencement Date, one third; and

(d) on or after the third anniversary of the Commencement Date, zero per cent.,

and, for the avoidance of doubt, a Good Leaver shall retain any A Ordinary Shares that are not converted into Deferred Shares and hold them in accordance with these Articles.

37.4 **General**

The provisions of articles 36.3(c) to (i) shall apply mutatis mutandis to the conversion of A Ordinary Shares pursuant to article 37.

38. COMMON SHARES

The Common Shares do not entitle the holders or joint holders (as the case may be) to:

(a) the payment of any dividend;

(b) any payment or return of capital on a winding up or other return of assets, other than as set out in article 33.1 (*Distribution of capital*).

39. DEFERRED SHARES

39.1 General status of Deferred Shares

The Deferred Shares do not entitle the holders to:

(a) the payment of any dividend;

(b) any payment or return of capital on a winding up or other return of assets, other than as set out in article 33.1 (*Distribution of capital*); or

(c) receive notice of or attend or vote at any general meeting of the company.

39.2 Status of Deferred Shares on a reduction of capital

On any reduction of capital in accordance with the Companies Act 2006, the Deferred Shares may be cancelled without payment of consideration. Any such cancellation shall not involve a variation of the rights attaching to the Deferred Shares and the company shall be authorised at any time to reduce its capital (subject to the provisions of the Companies Act 2006) without obtaining the consent of the holders of the Deferred Shares.

39.3 Transfer of Deferred Shares

The company may appoint any person as agent, for and on behalf of the members holding the Deferred Shares, to execute a transfer of (or an agreement to transfer) the Deferred Shares to any person as the company may decide acting as custodian for those members. The transfer must be for a consideration of not more than the sum of £1 in aggregate for all the Deferred Shares.

39.4 Purchase or redemption of Deferred Shares

The company may:

(a) purchase the Deferred Shares (in accordance with the provisions of the Companies Act 2006) for not more than the sum of £1 in aggregate for all the Deferred Shares; and

(b) appoint a person to execute on behalf of those members a contract for the sale to the company of any Deferred Shares held by any of them,

in each case, without being under any obligation to obtain the consent of members holding the Deferred Shares. Any payment in respect of such purchase may be made, if the Directors determine, to charity.

39.5 **Retention of share certificates**

Pending any transfer, purchase or redemption of Deferred Shares pursuant to this article, the company may retain the certificates for the Deferred Shares.

ISSUES OF SHARES

40. POWERS TO ISSUE SHARES

40.1 **Power, rights and restrictions**

Subject to the Articles, but without prejudice to the rights attached to any existing share, the company may issue Shares with such rights or restrictions as may be decided by ordinary resolution (or, failing such a decision, as the Directors, may decide).

40.2 **Directors' power to allot Shares**

All new Shares are under the control of the Directors who, subject to s551 Companies Act 2006 and any resolution of the company passed pursuant to that section, may allot and dispose of or grant options over them to any persons, and on any terms and in any manner, as the Directors decide.

40.3 **Directors' power to allot Shares: authorisation by the company**

Except as otherwise provided in the Articles and subject to any renewal, revocation or variation of this authority by resolution of the company, the Directors are generally and unconditionally authorised for the purpose of s551 Companies Act 2006 to allot Shares, or to grant rights to subscribe for or to convert any security into Shares, up to an aggregate nominal amount of £8,814.66 comprising:

(a) up to 2,255,600 Preferred Ordinary Shares during the period commencing on the date of adoption of the Articles and expiring 31 December 2018;

(b) [Deleted]

(c) [Deleted]

40.4 **Interpretation**

For the avoidance of doubt, article 40.3 does not apply to Shares falling within s559 Companies Act 2006 or the allotment of Shares or grant of rights falling within s549(2) Companies Act 2006 or the allotment of Shares falling within s549(3) Companies Act 2006, and no authority by resolution of the company shall be required for any of the foregoing.

40.5 **Offers and agreements before the authority expires**

Pursuant to the authority in article 40.3, the company may make offers or agreements before the expiry of that authority which would or might require Shares to be allotted, or rights to be granted after the expiry of that authority.

40.6 **Ordinary Shares and A Ordinary Shares**

(a) No Ordinary Shares shall be issued after the date of adoption of these Articles for an issue price of less than £6.26 per Share other than in connection with the exercise of options granted prior to the date of adoption of the Articles.

(b) No A Ordinary Shares shall be issued after the date of adoption of these Articles.

40.7 **Preferred Ordinary Shares**

Preferred Ordinary Shares issued after the date of adoption of these Articles may only be issued:

(a) for an issue price of £6.26 per Share;

(b) on or before 31 October 2020; and

(c) if following any such issuance the total number of Preferred Ordinary Shares is not more than 3,449,286.

40.8 **Common Shares**

No Common Shares shall be issued after the date of adoption of these Articles.

40.9 **Exclusion of statutory pre-emption rights**

Ss561 and 562 Companies Act 2006 do not apply to any allotment by the company of equity securities.

40.10 **Pre-emption procedures on new issues of Shares**

Subject to article 40.11, all Preferred Ordinary Shares and Ordinary Shares which the Directors propose to issue shall first be offered to the Preferred Ordinary Shareholders and the Ordinary Shareholders in proportion as nearly as may be to the number of the Preferred Ordinary Shares and Ordinary Shares held by them respectively, unless otherwise determined by special resolution. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Shares not accepted pursuant to such offer or further offer as aforesaid or not released from the provisions of this article by any such special resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided

that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Preferred Ordinary Shareholders and the Ordinary Shareholders.

40.11 **When pre-emption procedures do not apply**

The provisions of article 40.10 shall not apply to:

(a) [Deleted]

(b) Shares issued to the Cambridge Mechatronics Employee Benefit Trust from time to time; nor

(c) any A Ordinary Shares or B Shares issued from time to time,

in each case as approved by the Directors; nor to

(d) allotments of Ordinary Shares or Deferred Shares pursuant to articles 36 (*Conversion*) and 37 (*Leavers*); nor

(e) the allotment of up to 2,255,600 Preferred Ordinary Shares during the period commencing on the date of adoption of these Articles and expiring on 31 December 2018; nor

(f) the allotment of Shares issued in connection with a Listing; nor

(g) the allotment of bonus Shares on a pari passu and pro rata basis; nor

(h) Shares issued pursuant to the terms of any convertible securities outstanding at the date of adoption of these Articles.

(i) the allotment of up to 214,844 Preferred Ordinary Shares during the period commencing on the date of the passing of the resolution of the Company inserting this article 40.11(i) into the Articles and expiring on 28 February 2019.

40.12 **Redeemable Shares**

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. The Directors may decide the terms, conditions and manner of redemption of any of those Shares and must do so before the Shares are allotted.

40.13 **Variation of rights**

The company may not take any of the following actions (each of which are deemed to be a variation of class rights) without the prior consent or sanction of the holders of at least 75 per cent. of the Preferred Ordinary Shares in accordance with the provisions of the Companies Act 2006:

(a) redeem or purchase its own Shares; and/or

(b) create Shares of a new class which rank ahead of or equally with the Preferred Ordinary Shares.

41. PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

41.1 Power to pay commissions

The company may pay any person a commission in consideration for that person:

(a) subscribing, or agreeing to subscribe, for Shares; or

(b) procuring, or agreeing to procure, subscriptions for Shares.

41.2 Extent of commissions

The commission referred to in article 41 may be paid:

(a) in cash, or in Fully Paid or partly paid Shares or other securities, or partly in one way and partly in the other; and

(b) in respect of a conditional or an absolute subscription.

INTERESTS IN SHARES

42. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law and even when the company has notice, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the Articles, the company is not in any way bound by or may not recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

43. SHARE CERTIFICATES

43.1 Obligation to issue share certificates

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

43.2 Content of certificates

Every certificate must specify:

(a) in respect of how many Shares, of what class, it is issued;

(b) the nominal value of those Shares;

(c) the amount paid up on them; and

(d) any distinguishing numbers assigned to them.

43.3 **Certificate may only cover one class of Shares**

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

43.4 **Only one certificate for joint holders**

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

43.5 **Execution of certificates**

Certificates must:

(a) have affixed to them the company's common seal; or

(b) be otherwise executed in accordance with the Companies Acts.

44. REPLACEMENT SHARE CERTIFICATES

44.1 **Right to a replacement certificate**

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

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

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

44.2 **Consequential rights and obligations**

A member exercising the right to be issued with a replacement certificate:

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

(b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and

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

UNPAID OR PARTLY PAID SHARES

45. COMPANY'S LIEN OVER SHARES WHICH ARE NOT FULLY PAID

45.1 **Lien**

The company has a lien (the **"Company's Lien"**) over every share which is not Fully Paid for any part of:

(a) that share's nominal value; and

(b) any premium at which it was issued,

which has not been paid to the company, and which is payable immediately or at some time in the future, whether or not a Call Notice has been sent in respect of it.

45.2 **Priority and extent of lien**

The Company's Lien over a share:

(a) takes priority over any third party's interest in that share; and

(b) 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.

45.3 **Share not subject to lien**

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

46. **ENFORCEMENT OF THE COMPANY'S LIEN**

46.1 **Power of sale**

Subject to the provisions of this article, if:

(a) a Lien Enforcement Notice has been given in respect of a share; and

(b) the person to whom the notice is given has failed to comply with it, the company may sell that share in such manner as the Directors decide.

46.2 **Lien Enforcement Notice**

A **"Lien Enforcement Notice"**:

(a) 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;

(b) must specify the share concerned;

(c) must require payment of the sum payable within 14 days of the notice;

(d) must be addressed either to the holder of the share or to a Transmittee; and

(e) must state the company's intention to sell the share if the notice is not complied with.

46.3 **Sale of Shares**

Where Shares are sold under this article:

(a) the Directors may authorise any person to execute an Instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and

(b) 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.

46.4 **Application of proceeds**

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

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

(b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost, stolen or destroyed certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice.

46.5 **Effect of statutory declaration about sold Shares**

A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a share has been sold to satisfy the Company's Lien on a specified date:

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

(b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

47. **CALL NOTICES**

47.1 **Sending a Call Notice**

Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a **"Call Notice"**) to a member requiring the member to pay the company a specified sum of money (a **"Call"**) which is payable in respect of Shares which that member holds at the date when the Directors decide to send the Call Notice.

47.2 **Call Notices**

A Call Notice:

(a) may not require a member to pay a Call which exceeds the total sum unpaid on that member's Shares (whether as to the share's nominal value or any amount payable to the company by way of premium);

(b) must state when and how any Call to which it relates it is to be paid; and

(c) may permit or require the Call to be paid by instalments.

47.3 **Compliance with a Call Notice**

A member must comply with the requirements of a Call Notice, but no member is obliged to pay any Call before 14 days have passed since the notice was sent.

47.4 **Changes to a Call Notice**

Before the company has received any Call due under a Call Notice the Directors may:

(a) revoke it wholly or in part; or

(b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose Shares the Call is made.

48. LIABILITY TO PAY CALLS

48.1 **Effect of share transfer**

Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

48.2 **Liability of joint holders**

Joint holders of a share are jointly and severally liable to pay all Calls in respect of that share.

48.3 **Directors' powers when issuing Shares**

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

(a) which are not the same; or

(b) at different times.

49. WHEN CALL NOTICE NEED NOT BE ISSUED

49.1 **When a Call Notice is not required**

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

(a) allotment;

(b) the occurrence of a particular event; or

(c) a date fixed by or in accordance with the terms of issue.

49.2 **Consequences of non-payment**

If the due date for payment of a sum referred to in article 49.1 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.

50. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

50.1 **Consequences of non-compliance with a Call Notice**

If a person is liable to pay a Call and fails to do so by the Call Payment Date:

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

(b) until the Call is paid, that person must pay the company interest on the Call from the Call Payment Date at the Relevant Rate.

50.2 **Interpretation**

For the purposes of this article:

(a) 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;

(b) the **"Relevant Rate"** is:

(i) the rate fixed by the terms on which the share in respect of which the Call is due was allotted;

(ii) such other rate as has been fixed in the Call Notice which required payment of the Call, or has otherwise been decided by the Directors; or

(iii) if no rate is fixed in either of these ways, five per cent. a year.

50.3 **Directors' powers to waive interest payments**

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

51. NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

(a) may be sent in respect of any share in respect of which a Call has not been paid as required by a Call Notice;

(b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, Bankruptcy or otherwise;

(c) must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice;

(d) must state how the payment is to be made; and

(e) 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.

52. DIRECTORS' POWER TO FORFEIT SHARES

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 has been given is forfeited, and the forfeiture is to include all dividends or other money payable in respect of the forfeited Shares and not paid before the forfeiture.

53. EFFECT OF FORFEITURE

53.1 Extinguishment of rights and liabilities

Subject to the Articles, the forfeiture of a share extinguishes:

(a) all interests in that share, and all claims and demands against the company in respect of it; and

(b) all other rights and liabilities incidental to the share as between the person whose share it was before the forfeiture and the company.

53.2 Effect of forfeiture on share

Any share which is forfeited in accordance with the Articles:

(a) is deemed to have been forfeited when the Directors decide that it is forfeited;

(b) is deemed to be the property of the company; and

(c) may be sold, re-allotted or otherwise disposed of as the Directors decide.

53.3 Consequences of forfeiture

If a person's Shares have been forfeited:

(a) the company must send that person notice that forfeiture has occurred and record it in the register of members;

(b) that person ceases to be a member in respect of those Shares;

(c) that person must surrender the certificate for the Shares forfeited to the company for cancellation;

(d) that person remains liable to the company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

(e) the Directors may waive payment of those 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.

53.4 **Directors' power to cancel a forfeiture**

At any time before the company disposes of a forfeited share, the Directors may decide to cancel the forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit.

54. PROCEDURE FOLLOWING FORFEITURE

54.1 **Transfer of forfeited share**

If a forfeited share is to be disposed of by being transferred, the company may receive the consideration for the transfer and the Directors may authorise any person to execute the Instrument of transfer.

54.2 **Effect of statutory declaration about forfeited share**

A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a share has been forfeited on a specified date:

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

(b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

54.3 **Transferee's responsibilities**

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.

54.4 **Proceeds of sales**

If the company sells a forfeited share, the person who held it before its forfeiture is entitled to receive from the company the proceeds of that sale, net of any commission, and excluding any amount which:

(a) was, or would have become, payable; and

(b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to that person in respect of those proceeds and the company is not required to account for any money earned on them.

55. SURRENDER OF SHARES

55.1 Member's right to surrender a share

A member may surrender any share:

(a) in respect of which the Directors may issue a notice of intended forfeiture;

(b) which the Directors may forfeit; or

(c) which has been forfeited.

55.2 Directors' right to accept a surrender

The Directors may accept the surrender of such a share.

55.3 Effect of surrender

The effect of surrender on a share is the same as the effect of forfeiture on that share.

55.4 Dealing with a surrendered share

A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

TRANSFER AND TRANSMISSION OF SHARES

56. SHARE TRANSFERS

56.1 Permitted transfers

A member holding Preferred Ordinary Shares, Ordinary Shares or B Shares may at any time transfer all or any such Shares to:

(a) any Member Associate of that member; or

(b) the Cambridge Mechatronics Employee Benefit Trust.

56.2 Transfers pursuant to drag-along and tag-along rights

A member may at any time transfer all or any Shares held by that member pursuant to:

(a) article 60 (*Drag-along*) but only in respect of a transfer of shares by a Called Shareholder; or

(b) article 61 (*Tag-along rights*) but only in respect of a transfer of shares by a Remaining Shareholder.

56.3 If transferee ceases to be a Member Associate

If Shares have been transferred to a Member Associate under article 56.1 and the transferee subsequently ceases to be a Member Associate of the transferor, the transferee must immediately transfer the relevant Shares to:

(a) the original transferor; or

(b) at the transferor's option, a person who would be a Permitted Transferee of the original transferor had it remained a member.

If the transferee fails to transfer the relevant Shares in accordance with this article 56.3:

(i) the Directors shall issue a notice to the transferee upon which the relevant Shares will cease to confer the right to receive notice of or attend or vote at any general meeting of the company or (subject to the Companies Acts) of any meeting of the holders of any class of Shares. The rights ceased to be conferred pursuant to the preceding sentence will be restored upon the transferee transferring the relevant Shares in accordance with this article 56.3 (or such Shares being transferred pursuant to paragraph (ii) below); and

(ii) the Chairman of the company or failing him any other Director appointed for the purpose by the Directors is deemed to have been appointed agent for the transferee with full power to execute, complete and deliver, in the name of and on behalf of the transferee, a transfer of the relevant Shares to the original transferor or failing that to a person who would be a Permitted Transferee of the original transferor had it remained a member. After the names of the original transferor has been entered in the register of members in exercise of these powers the validity of the proceedings may not be questioned by anyone.

56.4 **Prohibited transfers**

No A Ordinary Shares may be transferred other than pursuant to article 60 (*Drag-along*) or article 61 (*Tag-along rights*), provided that this article 56.4 shall not apply to any transfer of A Ordinary Shares to a person becoming entitled to A Ordinary Shares by way of the death of a member nor to any proposed transfer of A Ordinary Shares to or from the Cambridge Mechatronics Employee Benefit Trust.

56.5 **Other transfers**

Save as provided in articles 56.1, 56.2, 56.3 and 56.4, no Share may be transferred without the prior consent of the Directors, such consent not to be unreasonably withheld or delayed.

56.6 **Form of share transfers**

Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of:

(a) the transferor; and

(b) (unless the Shares are Fully Paid) the transferee.

56.7 **No fee**

No fee may be charged for registering any Instrument of transfer or other document relating to or affecting the title to any share.

56.8 **Retention of share transfers**

The company may retain any Instrument of transfer which is registered.

56.9 **When transferor ceases to hold a share**

The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

56.10 **Directors' power to refuse transfers**

The Directors may refuse to register the transfer of a share if:

(a) the share is not Fully Paid;

(b) the transfer is not lodged at the company's registered office or such other place as the Directors have appointed;

(c) the transfer is not accompanied by the certificate for the Shares to which it relates, and such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer or the right of someone other than the transferor to make the transfer on the transferor's behalf;

(d) the transfer is in respect of more than one class of share; or

(e) the transfer is in favour of more than four transferees.

56.11 **Return of transfer Instrument**

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

57. **TRANSMISSION OF SHARES**

57.1 **Transmittee's title to Shares**

If title to a share passes to a Transmittee, the company may only recognise the Transmittee as having any title to that share.

57.2 **No release from liabilities**

Nothing in the Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

57.3 **Transmittee's rights**

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

(a) may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person; and

(b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.

57.4 **When certain rights may be exercised**

But Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares.

57.5 **Directors may give notice to Transmittee**

The Directors may:

(a) at any time give notice requiring a Transmittee to choose either to become the holder of a share or to have it transferred to another person; and

(b) (if the Transmittee has not complied with the notice within 90 days starting on the day after it is given or such longer period as the Directors may decide) withhold payment of all dividends or other money payable in respect of the share until the requirements of the notice have been complied with.

58. **EXERCISE OF TRANSMITTEES' RIGHTS**

58.1 **How Transmittee becomes a shareholder**

Transmittees who wish to become the holders of Shares to which they have become entitled must notify the company in writing of that wish.

58.2 **How Transmittee transfers a share**

If the Transmittee wishes to have a share transferred to another person, the Transmittee must execute an Instrument of transfer in respect of it.

58.3 **Effect of transfer executed by a Transmittee**

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

59. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a member in respect of Shares and a Transmittee is entitled to those Shares, the Transmittee is bound by the notice if it was given to the member before the Transmittee's name has been entered in the register of members.

60. DRAG-ALONG

60.1 Application of this article

This article applies if a bona fide offer is made at arm's length to any member or members to purchase all of his, her or their issued Shares in the company each on the same terms, where:

(a) at any time after the adoption of these Articles, members of the company accept that offer in respect of 75 per cent. or more of the Preferred Ordinary Shares in issue and 75 per cent. or more of the Ordinary Shares in issue; or

(b) at any time after the fourth anniversary of the adoption of these Articles, members of the company accept that offer in respect of more than 50 per cent. of Preferred Ordinary Shares in issue and more than 50 per cent. of the Ordinary Shares in issue; or

(c) at any time after the fifth anniversary of the adoption of these Articles, members of the company accept that offer in respect of more than 50 per cent. of the Preferred Ordinary Shares in issue and 5 per cent. or more of the Ordinary Shares in issue, and the Directors resolve to recommend that offer.

60.2 Selling Shareholders may issue Drag-Along Notice

The members holding those Shares (**"Selling Shareholders"**) may issue notice in writing (**"Drag-Along Notice"**) to all the other members (**"Called Shareholders"**) requiring them to transfer all (but not some only) of their Shares to the proposed transferee. The Drag-Along Notice must be accompanied by copies of all documents required to be executed by the Called Shareholders to give effect to the required transfer.

60.3 Determination of Drag-Along Price

Before issuing a Drag-Along Notice, the price to be paid for each Share by the proposed transferee (**"Drag-Along Price"**) must be agreed or determined (as appropriate) for which purposes the provisions of article 61.3(a), (b) and (d) to (g) (*Determination of Tag-Along Price)* shall apply mutatis mutandis, and for which purposes reference to: (a) the Proposed Transfer will mean the transfer pursuant to the relevant offer referred to in article 60.1 (*Application of this article*); (b) the Transferring Shareholders will mean the Selling Shareholders; and (c) the Tag-Along Price will mean the Drag-Along Price.

60.4 Transfer on same terms

Subject to article 60.3, the transfer of Shares by the Called Shareholders to the proposed transferee must be on the same terms and conditions as have been agreed between the

Selling Shareholders and the transferee for the sale of the Selling Shareholders' Shares to the transferee and must be completed simultaneously with the completion of the sale of Shares by the Selling Shareholders.

60.5 **Form of Drag-Along Notice**

The Drag-Along Notice must include details of:

(a) the number and class of Shares to be transferred by the Selling Shareholders and the Called Shareholder;

(b) the identity of the proposed transferee;

(c) the Drag-Along Price in respect of each class of share to be paid by the proposed transferee (or any person acting in concert with the proposed transferee);

(d) the place, date and time of completion of the proposed transfer by the Called Shareholders. This must be a date at least 7 Business Days after the date of the Drag-Along Notice and, save with the consent of the Directors, will be the Reference Date applicable by virtue of article 60.3 (meaning that if the Reference Date is less than 7 Business Days after the date of the Drag-Along Notice, the Selling Shareholders will be required to obtain such consent from the Directors before issuing the Drag-Along Notice, such consent not to be unreasonably withheld or delayed); and

(e) any other material terms and conditions of the proposed transfer by the Called Shareholders.

60.6 **Default by Called Shareholder**

In the event that any Called Shareholder fails to transfer its Shares as required by this article, the chairman or failing him any other Director will be deemed to have been appointed as the Called Shareholder's agent with full power to execute, complete and deliver, in the name of and on behalf of the seller, a transfer of the Called Shareholder's Shares to the transferee (and any other documents required to be executed by the Called Shareholder to give effect to the transfer) against payment of the sale price. The appointment is irrevocable and is given by way of security for the performance of the obligations of the Called Shareholder's obligations under the Articles. The company may give a good receipt for the sale price for such Shares and may register the transferee (or its nominee) as holder thereof and issue to it certificates for the same. The Called Shareholder shall in such case be bound to deliver up his certificate for Shares to the company whereupon the Called Shareholder shall be entitled to receive the sale price for such Shares which sale price shall in the meantime be held by the company on trust for that member, but without interest.

61. TAG-ALONG RIGHTS

61.1 **Application of this article**

This article 61 applies if:

(a) the effect of any proposed transfer of any Shares would result in there being a Share Sale ("**Proposed Transfer**"), provided that where the only proposed transferee is Stewart Newton or a Permitted Transferee of Stewart Newton, there shall be no requirement to issue a Minority Transfer Notice unless the Proposed Transfer would result in Stewart Newton (and any person connected with him or acting in concert with him) holding or acquiring beneficial ownership of over that number of Shares which in aggregate confer more than 65 per cent. of the voting rights normally exercisable at general meetings of the company; and

(b) no Drag-Along Notice has been issued.

61.2 **No transfer unless compliance with this article**

If this article 61 applies, the member(s) holding the Shares to be transferred ("**Transferring Shareholders**") shall not transfer those Shares unless the provisions of this article 61 have been complied with.

61.3 **Determination of Tag-Along Price**

(a) Where the Transferring Shareholders intend to proceed with the Proposed Transfer, they must give written notice ("**Pricing Notice**") to the company of the Proposed Transfer, specifying:

(i) the number and class of Shares proposed to be transferred by the Transferring Shareholders;

(ii) the identity of the proposed transferee;

(iii) the proposed date for the Proposed Transfer being not less than 60 and not more than 90 days after the date of the Pricing Notice unless the Directors agree to some other proposed date for the Proposed Transfer falling after the date of the Pricing Notice ("the **Reference Date**");

(iv) the Per Share Valuations (as calculated in accordance with articles 61.3(b) to (d)); and

(v) any other material terms and conditions of the Proposed Transfer by the Transferring Shareholders.

The Pricing Notice must be accompanied by full details of the calculations supporting the Per Share Valuations, unless the Transferring Shareholders opt to require that the company calculate the Per Share Valuations, in which case the Pricing Notice must include the Reference Price (and where such Reference Price has been calculated in accordance with article 61.3(c), details of all the transfers included in such calculation).

(b) Where the Proposed Transfer includes 5 per cent. or more of the Ordinary Shares in issue, the price to be paid for each such Ordinary Share ("**Reference Price**") will be used to determine the respective prices for each other class of Share in the capital of the company.

(c) Where the Proposed Transfer includes less than 5 per cent. of the Ordinary Shares in issue but the proposed transferee under the Proposed Transfer (and any person connected with the proposed transferee or acting in concert with the proposed transferee) has acquired Ordinary Shares (other than pursuant to article 56.1 (*Permitted* transfers) in the period of twelve months prior to the date of the Pricing Notice which when aggregated with the Ordinary Shares included in the Proposed Transfer constitute 5 per cent. or more of the Ordinary Shares in issue, the highest price paid or to be paid (during such period of twelve months or pursuant to the Proposed Transfer) for such an Ordinary Share by the proposed transferee or any person connected with it or acting in concert with it (**"Reference Price"**) will be used to determine the respective prices for each other class of Share in the capital of the company.

(d) Using the Reference Price pursuant to article 61.3(b) or (c) (as applicable), the Transferring Shareholders or the company (as appropriate) shall calculate:

(i) the quantum of Sale Proceeds (**"Implied Valuation"**) that would result in Ordinary Shareholders receiving on the Reference Date a distribution per Ordinary Share equal to the applicable Reference Price pursuant to article 34.1 (*Distribution of Sale Proceeds*) if the entire issued share capital of the company were to be sold on that date; and

(ii) the amount per Share that would be received by the holders of each class of Share on the Reference Date if Sale Proceeds equal to the Implied Valuation were to be distributed pursuant to article 34.1 (*Distribution of Sale Proceeds*) if the entire issued share capital of the company were to be sold on that date (in relation to each class of Share, the **"Per Share Valuation"**).

(e) Having received the Pricing Notice (and (where applicable) supporting calculations), the company shall review or calculate (as applicable) the Per Share Valuation, and acting reasonably and in good faith try to agree the same with the Transferring Shareholders within 14 days. If the company and the Transferring Shareholders fail to agree the Per Share Valuations, reference shall be made to the auditors of the company for the time (acting as experts and not as arbitrators) to determine the Per Share Valuations.

(f) If the auditors are asked to determine the Per Share Valuations they must use all reasonable endeavours to determine the Per Share Valuations within 21 days of their appointment. The auditors' determination is binding on all parties. The cost of obtaining the written determination is to be borne by the company. In the absence of fraud, the auditors are not liable to any person by reason of their determination or for anything done or omitted to be done by them for that purpose or in connection with it.

(g) The Per Share Valuation in respect of each class of Share as agreed between the Transferring Shareholders and the company or as determined by the auditors shall be the **"Tag-Along Price"**.

61.4 **Circumstance where Proposed Transfer may not proceed**

Where the Proposed Transfer includes less than 5 per cent. of the Ordinary Shares in issue and the proposed transferee under the Proposed Transfer (and any person connected with the proposed transferee or acting in concert with the proposed transferee) has not acquired Ordinary Shares in the period of twelve months prior to the date of the Pricing Notice which when aggregated with the Ordinary Shares included in the Proposed Transfer constitute 5 per cent. or more of the Ordinary Shares in issue, the Transferring Shareholders shall not be entitled to proceed with the Proposed Transfer.

61.5 **Minority Transfer Notice**

Following agreement or determination of the Tag-along Price, the Transferring Shareholders may (other than where article 61.4 applies) proceed with the Proposed Transfer but if they do so they must issue a notice in writing (**"Minority Transfer Notice"**) to all other members (**"Remaining Shareholders"**), specifying:

(a) the number and class of Shares proposed to be transferred by the Transferring Shareholders;

(b) the identity of the proposed transferee;

(c) the Tag-Along Price in respect of each class of Share;

(d) any other material terms and conditions of the Proposed Transfer by the Transferring Shareholders; and

(e) the proposed date of completion of the Proposed Transfer, which must be at least 10 Business Days after the date of the Minority Transfer Notice and, save with the consent of the Directors, will be the Reference Date (meaning that, if the Reference Date is less than 10 Business Days after the date of the Minority Transfer Notice, the Transferring Shareholders will be required to obtain such consent from the Directors before issuing the Minority Transfer Notice, such consent not to be unreasonably withheld or delayed).

61.6 **Tag-Along Notice**

Each of the Remaining Shareholders may, within the period of 10 Business Days from the date of the Minority Transfer Notice, issue notice in writing (**"Tag-Along Notice"**) to the Transferring Shareholders (and for these purposes the Transferring Shareholders shall nominate one of their number to whom such notice may be sent) electing to transfer to the proposed transferee:

(a) all its Shares of each class held at the proposed date of transfer by the Transferring Shareholders;

(b) at the Tag-Along Price in respect of each class of Share; and

(c) otherwise on the same material terms and conditions of the proposed transfer by the Transferring Shareholders.

61.7 **Waiver of tag-along rights**

Any Remaining Shareholder who does not, within the period of 10 Business Days referred to in article 61.6, serve a Tag-Along Notice, is deemed to have waived its right to do so in relation to the relevant sale.

61.8 **Exercise of tag-along rights**

If a Remaining Shareholder serves a Tag-Along Notice within the period of 10 Business Days referred to in article 61.6, the Transferring Shareholders must procure that:

(a) the proposed transferee acquires all the Shares held by the Remaining Shareholder;

(b) at the Tag-Along Price in respect of each class of Share; and

(c) otherwise on the same material terms and conditions of the proposed transfer by the Transferring Shareholders and

(d) completion of the sale of Shares included in such Tag-Along Notices must take place simultaneously with completion of the Proposed Transfer (such date of completion being the date specified in the minority Transfer Notice, unless the Directors consent otherwise, such consent not to be unreasonably withheld or delayed).

61.9 **Default by Remaining Shareholders**

At the election of the proposed transferee, if a Remaining Shareholder serves a Tag-Along Notice and fails to transfer its Shares pursuant to article 61.8, the provisions of article 60.6 (*Default by Called Shareholder*) shall apply mutatis mutandis to the transfer of those Shares.

CONSOLIDATION OR DIVISION OF SHARES

62. SHARES RESULTING FROM A SUB-DIVISION

Any resolution authorising the company to sub-divide its Shares or any of them may determine that, as between the Shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

63. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

63.1 **Application**

This article applies where:

(a) there has been a consolidation or division of Shares; and

(b) as a result, members are entitled to fractions of Shares.

63.2 **Directors' powers**

The Directors may:

(a) sell the Shares representing the fractions to any person including the company for the best price reasonably obtainable;

(b) authorise any person to execute an Instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and

(c) distribute the net proceeds of sale in due proportion among the holders of the Shares.

63.3 **Distribution to a charity**

Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure decided by the Directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

63.4 **Transferee's obligations**

The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

63.5 **Irregularities**

The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DIVIDENDS AND OTHER DISTRIBUTIONS

64. PROCEDURE FOR DECLARING DIVIDENDS

64.1 **Power to declare or pay dividends**

The company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

64.2 **Directors' recommendation as to amount**

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.

64.3 **Shareholders' rights**

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

64.4 **Basis of calculating dividends**

Unless the members' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each member's holding of Shares on the date of the resolution or decision to declare or pay it.

64.5 **Payment of interim dividends**

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 arrear.

64.6 **Fixed rate dividends**

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.

64.7 **Entitlement to a dividend**

The person entitled to any dividend is the holder of the share on the date decided by:

(a) the resolution declaring the dividend in respect of that share; or

(b) (in the case of any interim dividend) the Directors.

64.8 **Directors' liability**

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 incur by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

65. **CALCULATION OF DIVIDENDS**

65.1 **How dividends calculated**

Except as otherwise provided by the Articles or the rights attached to Shares, all dividends must be:

(a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and

(b) apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.

65.2 **Ranking for dividends**

If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

65.3 **No account taken of advanced payments**

For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

66. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

66.1 **Methods of payment**

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:

(a) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;

(b) sending a cheque made payable to the Distribution Recipient by post:

(i) to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the share); or

(ii) (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;

(c) sending a cheque made payable to such person by post to that person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or

(d) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

66.2 **Definition of "Distribution Recipient"**

In the Articles, **"Distribution Recipient"** means, in respect of a share in respect of which a dividend or other sum is payable:

(a) the holder of the share;

(b) if the share has two or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittee.

67. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

67.1 **Deductions**

If:

(a) a share is subject to the Company's Lien; and

(b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,

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.

67.2 **Use of money deducted**

Money so deducted must be used to pay any of the sums payable in respect of that share.

67.3 **Notice to Distribution Recipient**

The company must notify the Distribution Recipient in writing of:

(a) the fact and amount of any deduction;

(b) any non-payment of a dividend or other sum payable in respect of a share resulting from any deduction; and

(c) how any money deducted has been applied.

68. **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:

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of that share and the company.

69. **UNCLAIMED DISTRIBUTIONS**

69.1 **Use of unclaimed distributions**

All dividends or other sums which are:

(a) payable in respect of Shares; and

(b) 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.

69.2 **Company not a trustee**

The payment of such a dividend or other sum into a separate account does not make the company a trustee in respect of it.

69.3 **Forfeiture of unclaimed distributions**

If:

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

(b) the Distribution Recipient has not claimed it,

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

70. NON-CASH DISTRIBUTIONS

70.1 Power to make non-cash distributions

Subject to the terms of issue of a share, 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 the share by transferring non-cash assets of equivalent value (including Shares or other securities in any company).

70.2 Directors' powers to make arrangements

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:

(a) fixing the value of any assets;

(b) paying cash to any Distribution Recipient on the basis of that value to adjust the rights of recipients; and

(c) vesting any assets in trustees.

71. WAIVER OF DISTRIBUTIONS

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect. But if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the 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 the share.

CAPITALISATION OF PROFITS

72. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

72.1 Directors' capitalisation and appropriation powers

Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

(a) 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

(b) appropriate any sum which they so decide to capitalise (a **"capitalised sum"**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **"persons entitled"**) and in the same proportions.

72.2 **Basis of application**

Capitalised sums must be applied:

(a) on behalf of the persons entitled; and

(b) in the same proportions as a dividend would have been distributed to them.

72.3 **New Shares**

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.

72.4 **Existing Shares and new debentures**

A capitalised sum which has been appropriated from profits available for distribution may be applied:

(a) in or towards paying up any amounts unpaid on existing Shares held by the persons entitled; or

(b) 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.

72.5 **Directors' supplementary powers**

Subject to the Articles, the Directors may:

(a) apply capitalised sums in accordance with article 72.3 and 72.4 partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) 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.

PART 4
DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

73. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

73.1 Ability to exercise a speaking right

A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

73.2 Ability to exercise a voting right

A person is able to exercise the right to vote at a general meeting when:

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.

73.3 Directors' power to make arrangements

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.

73.4 Immateriality of attending at different places

In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

73.5 Attendance when at different places

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.

74. QUORUM FOR GENERAL MEETINGS

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.

75. CHAIRING GENERAL MEETINGS

75.1 The Chairman to chair general meetings

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

75.2 **Alternative chairman**

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

(a) the Directors present; or

(b) (if no Directors are present), the meeting,

must appoint a Director or member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

75.3 **Interpretation: Chairman of the Meeting**

The person chairing a meeting in accordance with this article is referred to as the **"Chairman of the Meeting"**.

76. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

76.1 **Directors' rights to attend and speak**

Directors may attend and speak at general meetings, whether or not they are members.

76.2 **Non-members' rights to attend and speak**

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

(a) members of the company; or

(b) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

77. **ADJOURNMENT**

77.1 **Lack of quorum**

If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present:

(a) the meeting is dissolved if the members or any of them required the meeting to be called or the members or any of them called the meeting; or

(b) otherwise:

(i) the Chairman of the Meeting must adjourn it; and

(ii) if at the adjourned meeting a quorum is not present or ceases to be present, one qualifying person present is a quorum.

77.2 **Chairman's power to adjourn**

The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

(b) it appears to the Chairman of the Meeting that an adjournment is necessary to:

(i) protect the safety of any person attending the meeting;

(ii) ensure that the business of the meeting is conducted in an orderly manner; or

(iii) enable all the members present to take part in the debate and to vote.

77.3 **Power of meeting to require adjournment**

The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

77.4 **Time, date and place of adjourned meeting**

When adjourning a general meeting, the Chairman of the Meeting must:

(a) either specify the time, date and place to which it is adjourned or state that it is to continue at a time, date and place to be fixed by the Directors; and

(b) have regard to any directions as to the time, date and place of any adjournment which have been given by the meeting.

77.5 **Notice of an adjourned meeting**

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):

(a) to the same persons to whom notice of the company's general meetings is required to be given; and

(b) containing the same information which that notice is required to contain.

77.6 **Business at an adjourned meeting**

No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

78. VOTING: GENERAL

78.1 Voting methods

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 the Articles.

78.2 Votes of members on a show of hands

On a show of hands, each member present in person has one vote.

78.3 Votes of proxies on a show of hands

Each proxy present in person who has been duly appointed by one or more members entitled to vote on a resolution has one vote.

78.4 Votes of proxies on a show of hands where multiple appointors

But each proxy present in person has one vote for and one vote against a resolution if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:

(a) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it;

(b) the proxy has been instructed by one or more of those members to vote for the resolution and has been given any discretion by one or more other of those members to vote and the proxy exercises that discretion to vote against it; or

(c) the proxy has been instructed by one or more of those members to vote against the resolution and has been given any discretion by one or more other of those members to vote and the proxy exercises that discretion to vote for it.

78.5 Votes of corporate representatives on a show of hands

Each duly authorised representative present in person of a member that is a corporation has one vote.

78.6 Votes on a poll

The rights of members to vote on a poll are specified in article 35 (*Voting rights*).

78.7 Interpretation

But articles 78.2 to 78.6 are subject to any rights or restrictions attached to any Shares.

78.8 A proxy's obligations to vote

The company is entitled to assume without enquiry that a proxy has complied with any obligation to vote in accordance with instructions given by the member by whom the

proxy is appointed. The validity of anything done at a meeting is not affected by any failure by a proxy to comply with such an obligation.

79. ERRORS AND DISPUTES

79.1 Voting objections

No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

79.2 Chairman to decide on voting objections

Any objection permitted by article 79.1 must be referred to the Chairman of the Meeting, whose decision is final.

80. POLL VOTES

80.1 When a poll can be demanded

A poll on a resolution may be demanded either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

80.2 Who may demand a poll

A poll may be demanded by:

(a) the Chairman of the Meeting;

(b) at least two members having the right to vote on the resolution;

(c) a member or members representing not less than 10 per cent. of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to any Shares held as treasury shares); or

(d) a member or members holding Shares conferring a right to vote on the resolution, being Shares on which an aggregate sum has been paid up equal to not less than 10 per cent. of the total sum paid up on all the Shares conferring that right (excluding any Shares conferring a right to vote on the resolution which are held as treasury Shares).

80.3 Withdrawal of a demand for a poll

A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken; and

(b) the Chairman of the Meeting consents to the withdrawal.

81. PROCEDURE ON A POLL

81.1 Chairman's power

Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the Chairman of the Meeting directs.

81.2 Scrutineers

The Chairman of the Meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

81.3 Poll result

The result of a poll is to be treated as the decision of the meeting in respect of the resolution on which the poll is demanded.

81.4 Polls to be taken immediately

A poll on:

(a) the election of the Chairman of the Meeting; or

(b) a question of adjournment,

must be taken immediately.

81.5 Timing of other polls

Other polls must be taken within 30 days of their being demanded.

81.6 Continuance of general meeting

A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

81.7 When notice of poll not required

No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded.

81.8 Notice of a poll

In any other case, at least seven clear days' notice (that is, excluding the day on which the poll is to be taken and the day on which the notice is given) must be given specifying the time, date and place at which the poll is to be taken.

82. CONTENT OF PROXY NOTICES

82.1 Content requirement

Proxies may only validly be appointed by a notice in writing (a **"Proxy Notice"**) which:

(a) states the name and address of the member appointing the proxy;

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the member appointing the proxy; and

(d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

82.2 **Form of Proxy Notices**

The Directors may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

82.3 **Proxy voting**

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.

82.4 **Ancillary rights of proxies**

Unless a Proxy Notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

83. DELIVERY OF PROXY NOTICES

83.1 **Proxy Notification Address**

A notice of a general meeting must specify the address or addresses (each a **"Proxy Notification Address"**) at which the company will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or (unless the Directors decide otherwise in relation to a specific general meeting) electronic form.

83.2 **Rights of appointor**

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.

83.3 **Delivery before a meeting or adjourned meeting**

Subject to article 83.4 and 83.5, a Proxy Notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.

83.4 **Delivery before a poll taken more than 48 hours after a demand**

In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be delivered to a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

83.5 **Delivery before a poll taken in other cases**

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:

(a) in accordance with article 83.3; or

(b) at the meeting at which the poll was demanded to the chairman, secretary (if any) or any Director.

83.6 **Calculating periods of time**

In calculating the periods mentioned in article 83.3 and 83.4, no account is to be taken of any part of a day that is not a working day, unless the Directors decide otherwise in relation to a specific general meeting.

83.7 **Revocation of proxy appointment**

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 a Proxy Notification Address.

83.8 **When revocation takes effect**

A notice revoking a proxy appointment only takes effect if it is delivered before:

(a) the start of the meeting or adjourned meeting to which it relates; or

(b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

83.9 **Supporting evidence**

If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

84. **AMENDMENTS TO RESOLUTIONS**

84.1 **Ordinary resolutions**

An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) 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 the meeting is to take place (or such later time as the Chairman of the Meeting may decide); and

(b) the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

84.2 **Special resolutions**

A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

84.3 **Chairman's decisions**

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

RESTRICTIONS ON MEMBERS' RIGHTS

85. NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY

No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the company at that time in respect of that share have been paid.

APPLICATION OF RULES TO CLASS MEETINGS

86. CLASS MEETINGS

The provisions of the Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares.

PART 5
ADMINISTRATIVE ARRANGEMENTS

87. MEANS OF COMMUNICATION TO BE USED

87.1 **Communications by or to the company**

Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

87.2 **Website communication by the company**

Subject to the Articles, anything sent or supplied by the company (whether or not under the Articles) may be sent or supplied by making it available on a website in accordance with the Companies Act 2006.

87.3 **Members with no registered address in the United Kingdom**

A member who (having no registered address in the United Kingdom) has not supplied to the company an address within the United Kingdom for the service of documents and information is entitled to receive all documents and information (to the extent that the company is lawfully permitted to send them overseas):

(a) by air mail to an address outside the United Kingdom supplied by the member for the purpose; or

(b) to the extent that the company intends to send or supply a document or information by electronic means and the member has consented (or is deemed to have consented) to it being sent or supplied by electronic means and (where necessary) the member has notified the company of an address for that purpose, by electronic means.

87.4 **Deemed delivery of documents and information**

Subject to the Articles, anything sent or supplied by the company (whether or not under the Articles) is deemed to have been received by the intended recipient at the time when the Companies Act 2006 provides for it to have been deemed received by that person except that:

(a) in calculating a period of hours for this purpose, it is immaterial whether a day is a working day or not;

(b) if anything is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient on the day after the day on which it was posted (unless it was sent by second class post in which case it is deemed to have been received on the day next but one after it was posted); and

(c) if anything is sent by air mail (whether in hard copy or electronic form) and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient at the expiry of 3 days from the date of posting.

87.5 **Joint holders**

In relation to documents or information to be sent or supplied to joint holders of Shares, anything to be agreed or specified by all the joint holders may be agreed or specified by the joint holder whose name appears first in the register of members.

87.6 **Communications to Directors**

Subject to the Articles, 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.

87.7 **Deemed receipt of communications to Directors**

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.

88. **COMPANY SEALS**

88.1 **Directors must authorise use of seal**

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

88.2 **Directors to decide on use of seal**

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

88.3 **Affixing of seal**

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

88.4 **Who is an authorised person**

For the purposes of this article, an authorised person is:

(a) any Director of the company;

(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.

89. **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 member.

90. **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

91. AUTHENTICATION OF DOCUMENTS

Any Director or the company secretary (if any) or any person appointed by the Directors for the purpose may authenticate any documents which are required to be authenticated by the company.

DIRECTORS' INDEMNITY AND INSURANCE

92. INDEMNITY

92.1 Ability to be indemnified

Subject to article 92.2, a Relevant Director of the company or an associated company may be indemnified out of the company's assets against:

(a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;

(b) any liability incurred by that Director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in s235(6) Companies Act 2006); or

(c) any other liability incurred by that Director as an officer of the company or an associated company.

92.2 Exception

This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

92.3 Interpretation

In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a **"Relevant Director"** means any director or former director of the company or an associated company.

93. INSURANCE

93.1 Directors' power to purchase 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**.

93.2 Interpretation

In this article:

(a) **"Relevant Director"** means any director or former director of the company or an associated company;

(b) **"Relevant Loss"** means any loss or liability which has been or may be incurred by a Relevant Director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.