

Company No. 03887371

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(adopted by a written resolution passed on 13 December 2022) of

MORTGAGE BRAIN HOLDINGS LIMITED

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1. **PRELIMINARY**

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles such Table hereinafter called "**Table A**" shall apply to the Company, save in so far as they are expressly excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall together constitute the regulations of the Company.
- 1.2 The regulations of Table A numbered 24, 38, 40, 50, 73 to 79 (inclusive), 80 and 81, 85 and 86, 94-97 (inclusive), 101 and 118 do not apply to the Company.
- 1.3 The Shareholders may from time to time enter into and/or vary any agreement in writing which expressly refers to these Articles the provisions of which agreement shall prevail in the event of any ambiguity or discrepancy between such agreement (as amended) and these Articles.

2. **INTERPRETATION**

- 2.1 In these articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

"A2 Conversion Event"	a written resolution passed by the Board together with a written consent from the Employee Trust to re-designate all of the A2 Shares held by the Employee Trust into Deferred Shares as detailed in Article 11.2
"A2 Conversion Shares"	as defined in Article 11.3
"Acquisition Price"	in relation to the D Shares, the price paid by the holder of D Shares on the acquisition or subscription by them of those D Shares;
"acting in concert"	the meaning set out in the City Code on Takeovers and Mergers for the time being
"Allotment Fair Value"	for the purposes of Article 3.2 only, the price per Share being 80% of the fair value calculated on the following basis: <ul style="list-style-type: none"> (a) in respect of an allotment of, or series of related allotments cumulatively amounting to, less than 5% by number (regardless of class) of the issued Equity Shares at the date of allotment: <ul style="list-style-type: none"> (i) $(9 \times \text{EBITDA}) / \text{total number of issued Equity Shares as at the date of allotment}$; or (b) in respect of an allotment of, or series of related allotments cumulatively amounting to 5% or more by number (regardless of class) of the issued Equity Shares at the date of allotment: either: <ul style="list-style-type: none"> (i) the fair market value of the Company as agreed or determined in accordance with Article 33.3 divided by the number of issued Equity Shares at the date of allotment; or (ii) where a fair value valuation has been undertaken in accordance with Article

33.3 in the 12 months preceding the proposed allotment date, the fair value as so certified divided by the number of issued Equity Shares at the date of allotment

"A Shareholder"	a holder from time to time of any of the A Shares
"A Shares"	the A ordinary shares of £0.00005 each in the share capital of the Company
"A2 Shares"	the A2 ordinary shares of £0.000005 each in the capital of the Company
"Audited Accounts"	means the report and the audited accounts of the Company and the audited consolidated accounts of the Group for the financial period ending on the relevant balance sheet date
"Accountants"	the accountants appointed pursuant to Article 33
"B Shareholder"	a holder from time to time of any of the B Shares
"B Shares"	the B ordinary shares of £0.00005 each in the share capital of the Company
"Bad Leaver"	means a holder of D Shares who becomes a Leaver: <ul style="list-style-type: none"> (a) in circumstances in which their employer is entitled to terminate their employment or engagement without notice; (b) in circumstances where their employer has terminated their employment and such individual is not entitled to any payment under their employment contract or service contract or otherwise in connection with the cessation of their employment; (c) in circumstances where they have, or subsequently commit a material breach of the restrictive covenants contained in their employment contract or service contract; (d) who is in material breach of these Articles, as determined by the Board; (e) who is found to have committed serious acts against any Group Company, including but not limited to gross misconduct or fraud; or (f) as a result of his resignation as an employee or officeholder of any Group Company.
"Board"	the board of directors of the Company from time to time
"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
"Chairman"	the Company's chairman appointed pursuant to Article 20

"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"Controlling Interest"	an interest (as defined in sections 820 to 825 of the Companies Act 2006) in Shares conferring in aggregate more than 50 per cent. of the total voting rights normally exercisable at a general meeting of the Company
"connected"	has the meaning given to it in section 839 of the Income and Corporation Taxes Act 1988 or in relation to a Director has the meaning given in Section 252 of the Companies Act 2006
"C Conversion Event"	a written resolution passed by the Board to sub-divide and re-designate such number of the C Shares held by the Employee Trust detailed in the written Board resolution into such number of A2 Shares, C1 Shares and Deferred Shares as detailed in the written Board resolution
"C Conversion Shares"	as defined in Article 11.1
"C Shares"	the C ordinary shares of £0.000025 each in the share capital of the Company
"C1 Shares"	the C1 ordinary shares of £0.000005 each in the share capital of the Company
"Deferred Shares"	deferred shares having a nominal value corresponding with the nominal value of the Share from which it was derived, having the rights set out in these articles
"Deputy Chairman"	the Company's deputy chairman appointed pursuant to Article 21
"Directors"	the Non-Executive Directors, the Executive Directors and the Chairman for the time being of the Company, and where the context so admits, alternate directors and "Director" means any one of them
"Discounted Fair Value"	80% of Fair Value
"D Share Fair Value"	the fair value of the D Shares as agreed between the Board and the relevant holder of D Shares or, as otherwise determined in accordance with Article 10.6
"D Shares"	the D ordinary shares of £0.000005 each in the share capital of the Company
"EBITDA"	earnings before interest, tax, depreciation, amortisation and after adding back to those earnings any amount expended in respect of equity settled or cash settled share based payments under Financial Reporting Standard No 20 or any successor standard as shown in the Group's most recent consolidated Audited Accounts and any adjustments to EBITDA that are approved by the Board

"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"electronic form" "electronic means"	and have the meaning given in Section 1168 of the Companies Act 2006
"Employee Trust"	any trust established by the Company for the benefit of employees and/or any other persons referred to in section 1166 Companies Act 2006 and which has been approved by the Non Executive Director Majority
"Encumbrance"	a mortgage charge, pledge, lien or any other security interest
"Equity Shares"	the A Shares, the B Shares, the C Shares, the C1 Shares and the D Shares
"Executive Director"	an executive director appointed pursuant to Article 18.2
"Fair Value"	<p>for the purposes of Articles 8 to 10 only and except in the case of D Shares (where references to Fair Value shall be to the D Share Fair Value), the price per Share being calculated on the following basis:</p> <ul style="list-style-type: none"> (a) in respect of a transfer of, or series of related transfers cumulatively amounting to, less than 5% by number (regardless of class) of the issued Equity Shares: <ul style="list-style-type: none"> (9 x EBITDA) to be distributed in accordance with Article 4.4; or (b) in respect of a transfer of, or series of related transfers cumulatively amounting to 5% or more by number (regardless of class) of the issued Equity Shares: either: <ul style="list-style-type: none"> (i) the fair market value of the Company as agreed or determined in accordance with Article 33.3 to be distributed in accordance with Article 4.4; or (ii) where a fair value valuation has been undertaken in accordance with Article 33.3 in the 12 months preceding the date on which the transfer notice is served or the offer made (as appropriate), the fair value as so certified to be distributed in accordance with Article 4.4
"Financial Year"	an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Act 2006
"Good Leaver"	<p>means a holder of D Shares who becomes a Leaver in circumstances:</p> <ul style="list-style-type: none"> (a) in which they are not a Bad Leaver; or

	(b) in which the Board in its absolute discretion resolves by a Non-Executive Director Majority that the individual shall be treated as a Good Leaver
"Group"	the Company and its subsidiary undertakings from time to time and references to "member of the Group" and "Group Company" shall be construed accordingly
"hard copy form"	has the meaning given in Section 1168 Companies Act 2006
"in writing"	hard copy form or, to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes), electronic form or website communication
"Issue Price"	in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium
"Leaver"	any person who ceases to hold any office or employment with any Group company (and does not continue to hold any office or employment with any other Group company) for any reason
"Listing"	the admission by the Financial Conduct Authority in its capacity as the UK Listing Authority of any Share to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any Share to trading on AIM, a market of the London Stock Exchange plc or the admission by any recognised investment exchange of any Share, and, in each case, such admission becoming effective
"Non Executive Director"	a non-executive director appointed pursuant to Article 18.1
"Non Executive Director Majority"	a decision taken by a majority of the Non-Executive Directors in accordance with Article 23
"Option Price"	the price per share calculated in accordance with clause 8.3 of the relevant option agreement entered into pursuant to the MBL Holdings Share Option Scheme
"Permitted Allotment"	<p>the allotment and issue pursuant to a Share Scheme of up to in aggregate 499,500 shares which may be issued as C Shares, C1 Shares or D Shares, or a combination thereof (so that, for the avoidance of doubt no more than 499,500 shares shall be allotted and issued in aggregate across those share classes),</p> <p>or such other maximum number of C Shares, C1 Shares and/or D Shares as a majority in number of the B Shareholders shall agree from time to time</p>
"Permitted Transferee"	<p>means in relation to a person, any person who:</p> <p>(a) is connected with that person where such connection is through</p> <p>(i) blood</p>

- (ii) marriage, adoption, common-law or analogous relationship
- (iii) trust arrangement; or
- any combination of (i) to (iii) above
- (h) controls (whether alone or with others), is controlled by or is under common control with that person
- (c) holds the Shares on trust for the persons listed in (a); or
- (d) is associated with that person through any combination of (a) and (b) above

and for the purposes of interpretation of this definition:

- (aa) person means any person, firm, company, corporation, association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing
- (bb) "**contrôl**", "**contrôls**" and "**controlled**" shall be construed in accordance with Section 840 of the Income and Corporation Taxes Act 1988
- (cc) the Board's decision as to whether a person is a Permitted Transferee of another person shall in the absence of manifest error be binding and the board may, acting reasonably, refuse to recognise a person as a Permitted Transferee of another person

"Sale"	the transfer (other than pursuant to Articles 7.1, 7.2.1, 7.2.3, 7.3 or 7.4) of any interest in Shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest
"Second Conversion Date"	the date of the relevant Second Conversion Event
"Second Conversion Event"	a C Conversion Event or an A2 Conversion Event
"Shareholder"	a holder of Shares from time to time
"Shareholding Percentage"	in relation to any Shareholder, the percentage of all Equity Shares beneficially owned by that Shareholder and his Permitted Transferees (whether or not for the purposes of this definition such Permitted Transferee holds shares by reason of a transfer under Article 7) as a percentage of the issued Equity Shares from time to time
"Shares"	the A Shares, the A2 Shares, the B Shares, the C Shares, the C1 Shares, the D Shares and the Deferred Shares
"Share Scheme"	an employee share scheme established by the Board for the benefit of employees of the Company's group, which,

for the avoidance of doubt, shall include an allotment of D Shares to employees of the Company's group

"the Statutes"

the Companies Acts as defined in Section 2 of the Companies Act 2006

"Warehouse"

the Company and/or an Employee Trust

References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

The word "address" where it appears in these Articles includes postal address and, where applicable, electronic address.

The expression "clear days" in relation to a period of notice to call a meeting means the number of days referred to excluding the day when the notice is given and the day of the meeting.

SHARE RIGHTS

3. ALLOTMENT OF SHARES

3.1 Subject to **Article 3.2**, no unissued share, and no right to subscribe for or convert any security into a share, shall be allotted or issued without the prior written consent of the Non-Executive Director Majority.

3.2 Save in relation to:-

3.2.1 the allotment or issue of B Shares to which **Article 3.1** only shall apply; or

3.2.2 a Permitted Allotment of C Shares, C1 Shares and/or D Shares;

no issue or allotment of unissued securities shall be made other than (i) to a bona fide third party (being a person who is not connected with any existing Shareholder at the date of allotment) on arm's length terms at a subscription price per Share that is greater than the Allotment Fair Value or (ii) in accordance with **Articles 3.3 to 3.8** inclusive.

3.3 If the Company wishes to allot and issue any unissued securities in the circumstances set out in **Article 3.2** such unissued securities ("**Issue Shares**") shall first be offered to the existing Shareholders in proportion as nearly as may be to their existing holdings of Equity Shares. Every such offer shall be made by the Directors providing written notice (an "**Offer**") to each of the existing Shareholders which shall specify:

3.3.1 the number of Issue Shares being offered to each Shareholder;

3.3.2 the price of each Issue Share;

3.3.3 the anticipated date for completion and issue of the Issue Shares;

3.3.4 the time (being not less than twenty one (21) Business Days) within which the Offer, if not accepted, will be deemed to have been declined (the "**Offer Deadline**"); and

3.3.5 the identity of the person(s) (if any) to whom, at the date of the Offer, the Company intends to issue the Issue Shares in the event that they are not taken up by existing Shareholders.

3.4 Any Shareholders wishing to accept the Issue Shares offered to it in accordance with **Article 3.3 or 3.5** shall by the Offer Deadline give written notice to the Company of its intention

and specify the number of Issue Shares applied for. Subject to the fulfilment of any conditions, all acceptances shall be irrevocable.

- 3.5 Any Issue Shares offered but not accepted shall next be offered in proportion as nearly as may be to their existing holdings of Equity Shares to any Shareholder(s) having accepted all Issue Shares already offered to them on the same terms as the initial Offer (also an "Offer") permitting such Shareholder(s) not less than fifteen (15) Business Days, after which, in the absence of any written acceptance in accordance with **Article 3.4** above, such further Offer shall be deemed to have been declined. In the event that not all of the Shareholders accept the Offer and any Shareholder or Shareholders who accept the Offer wish to accept the Offer in respect of a greater number of Issue Shares in aggregate than is offered to them on the proportionate basis, the board shall allocate to such Shareholders any Issue Shares in respect of which acceptances have not been received in proportion as nearly as may be to their existing holdings of Equity Shares (on such basis as may be determined by the board, acting fairly), subject to any maximum number of Issue Shares specified in any notice of acceptance.
- 3.6 The Company shall be bound, upon receipt of an acceptance from a Shareholder in respect of all or any of the Issue Shares offered to it to complete the allotment and issue of such Issue Shares upon the terms of the relevant Offer as soon as reasonably practicable.
- 3.7 The Company may, subject to **Article 3.8** below, allot and issue any Issue Shares which are not taken up by the existing Shareholders to the person(s) specified in the relevant Offer notice.
- 3.8 No Issue Shares may be issued to any person(s) on terms more favourable than those set out in the relevant Offer.
- 3.9 In accordance with section 567(1) and (2) of the Companies Act 2006, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company.
- 3.10 Subject to section 551 of the Companies Act 2006, any shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at such times and generally on such terms and conditions as they think proper.
- 3.11 Subject to the other provisions of these Articles, the directors are generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into Shares of the Company at any time or times during the period of 5 years from the date of adoption of these Articles and the directors may, after that period allot any Shares or grant any such rights under this authority in pursuance of an offer or agreement made by the Company within that period, in each case up to a maximum amount of £100. The authority hereby given may at any time (subject to the said section 551) be renewed, revoked or varied by ordinary resolution.

4. **RIGHTS ATTACHING TO SHARES**

The dividend rights, rights on a return of capital and voting rights attaching to the Shares are as follows:

4.1 **Dividends**

- 4.1.1 Any profits which the Company determines to distribute in respect of any Financial Year shall, subject to the approval of members of the Company in general meeting, be applied in distributing such profits amongst the holders of the A Shares and D Shares then in issue *pari passu* (as if the A Shares and D Shares were one class of shares for these purposes) according to the number of such A Shares and D Shares held by them respectively.
- 4.1.2 The A2 Shares, the B Shares, the C Shares, the C1 Shares and the Deferred Shares shall have no right to participate in any distribution or dividend.

4.2 Capital

On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Shares in accordance with **Article 4.4** as if such surplus assets were Sale Proceeds.

4.3 Voting

4.3.1 Each holder of A Shares and/or B Shares and/or C Shares and/or C1 Shares shall be entitled to receive notice of, and to attend and speak, at any general meeting and at any separate class meeting of the Company for Shares of the class they hold and:

4.3.1.1 on a written resolution, each holder, shall have one vote in respect of each Share they hold; and

4.3.1.2 each holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, shall have one vote in respect of each Share they hold.

4.3.2 Each holder shall be entitled to appoint more than one proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting or at a separate class meeting of the Company provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by such holder.

4.3.3 If more than one proxy is appointed in respect of a different Share or Shares by a holder in accordance with **Article 4.3.2** but the document appointing the proxies does not specify to which Share or Shares the appointment relates, then the person first named as proxy in such document shall be the only proxy for such holder entitled to attend and vote at the relevant general meeting or separate class meeting.

4.3.4 The holders of the A2 Shares and/or the D Shares and/or the Deferred Shares shall have no right to receive notice of or attend and vote at any general meeting of the Company.

4.4 Sale of the share capital of the Company

4.4.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale the selling holders (immediately prior to such Sale) shall procure that the consideration (whenever received) (the "**Sale Proceeds**") shall be paid into a designated trustee account and shall be distributed amongst such selling holders in the following order of priority:

4.4.1.1 first, in paying to each Shareholder any dividends thereon which have been declared but are unpaid together with an amount equal to the Issue Price of each Equity Share held by him;

4.4.1.2 second, in distributing the balance of such Sale Proceeds as follows:

(a) first, amongst the holders of the A Shares, B Shares and D Shares *pari passu* as if they constituted one class of Share until the holders of the A Shares, B Shares and D Shares have received £9.75 in respect of each A Share, B Share and D Share held by them;

- (b) second, amongst the holders of the A Shares, A2 Shares, B Shares, C Shares and D Shares *pari passu* as if they constituted one class of Share until:
 - i. the holders of the A Shares, B Shares and D Shares have received an additional £10.72 in respect of each A Share, B Share and D Share held by them; and
 - ii. the holders of the A2 Shares and the C Shares have received a total of £10.72 in respect of each A2 Share and C Share held by them;
- (c) third, to the holders of the Deferred Shares (as a class) £1.00 in aggregate in respect of all Deferred Shares in issue;
- (d) fourth, amongst the holders of the A Shares, B Shares, C Shares, C1 Shares and D Shares *pari passu* as if they constituted one class of Share.

4.4.2 Immediately prior to and conditionally upon a Listing all holders shall enter into such reorganisation of the share capital of the Company as they may agree to ensure that the amounts referred to in **Articles 4.4.1.1 and 4.4.1.2** are allocated between the holders of the Shares the subject of such Listing in the same proportions as the provisions of **Article 4.4.2** would provide in distributing the Sale Proceeds to all holders selling Shares in connection with such Sale.

TRANSFER OF SHARES

5. GENERAL

- 5.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these Articles. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles.
- 5.2 For the purposes of these articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company:
 - 5.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself; and
 - 5.2.2 any sale or any other disposition of any legal or equitable interest in a Share (including any voting right attached to it) or the creation of any Encumbrance over any such Share, (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by a written instrument.

6. TRANSFER OF B SHARES AND LIMITS ON NUMBER OF B SHARES HELD

- 6.1 Any Shareholder together with all such Shareholders' Permitted Transferees may only hold one B Share.
- 6.2 Where any B Shareholder:
 - 6.2.1 acquires whether in connection with a scheme of amalgamation or reconstruction or otherwise the whole or the main part of the undertaking and assets of any other B Shareholder; or
 - 6.2.2 two or more B Shareholders are or become Permitted Transferees

each B Share held by each such B Shareholder shall, apart from the B Share being held by such B Shareholder with the largest Shareholding Percentage, be automatically converted into an A Share. Where in such circumstances two or more B Shareholders have the same Shareholder Percentage the B Shareholder whose name is first alphabetically shall retain its B Share).

- 6.3 Transfers of B Shares are prohibited without the prior written consent of a Non-Executive Director Majority.
- 6.4 Save where the requisite consent is obtained under **Article 6.3**, where any Shareholder transfers or proposes to transfer all (but not some only) of its A Shares and/or its B Share in accordance with these Articles, any B Share held by such Shareholder shall immediately before such a transfer is made be automatically converted to an A Share and shall form part of the A Shares being transferred.
- 6.5 Save where the requisite consent is obtained under **Article 6.3** for the purposes of any transfer notice served in accordance with **Article 8** or the calculation of the proportionate entitlement of existing Shareholders to Equity Shares which are the subject of such a transfer notice the B Share held by the proposing transferor (defined in **Article 8.1**) shall be treated as an additional A Share and shall be converted to an A Share immediately before a transfer is made in accordance with **Article 8.4**.
- 6.6 Notwithstanding **Articles 8.3** and **8.4**, the Non Executive Directors acting by a Non-Executive Director Majority may, at any time in their absolute discretion and by written notice to a transferee of shares re-classify an A Share as a B Share and such B Share shall have all the rights as a B Share in accordance with and subject to the Articles provided that it shall be a condition of any such re-classification that the relevant A Shareholder shall, to the extent not already a party to the same, first execute a deed of adherence to any shareholders agreement then in force between the B Shareholders (if any) in the form set out in such shareholders agreement.

7. **PERMITTED TRANSFERS**

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 7** shall be permitted without restriction and the provisions of **Articles 8** and **9** shall have no application.

- 7.1 Notwithstanding **Article 6** (but subject always to **Article 6.3** only) any Shareholder shall be entitled to transfer all or any of its Shares to a Permitted Transferee but if a Permitted Transferee whilst it is a holder of Shares in the Company shall cease to be a Permitted Transferee in relation to the Shareholder first holding the relevant Shares (the "**Original Shareholder**") it shall, within 10 Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder any other Permitted Transferee of the Original Shareholder and failing such transfer the holder shall be deemed to have given a transfer notice pursuant to **Articles 8** and **10**.
- 7.2 Any Shareholder may at any time transfer:-
 - 7.2.1 any Shares in accordance with the provisions of the Companies Act 2006 to the Company; or
 - 7.2.2 all of his A Shares and/or C Shares and/or C1 Shares and/or D Shares to any other person with the prior written consent of the holders of 60% of the issued Equity Shares; or
 - 7.2.3 any Shares to an Employee Trust.
- 7.3 Any Shares may be transferred pursuant to **Articles 9.1** to **9.6** (inclusive).
- 7.4 Any Shares may be transferred by an Employee Trust to any person:

- 7.4.1 on exercise of any options granted to that person pursuant to a Share Scheme; or
- 7.4.2 other than in connection with a Share Scheme, with the prior written consent of the Non-Executive Director Majority.

8. TRANSFER OF A SHARES AND/OR C SHARES AND/OR C1 SHARES

- 8.1 Any Shareholder (hereinafter called the "**proposing transferor**") proposing to transfer any A Shares and/or C Shares and/or C1 Shares (which shall include B Shares deemed to be reclassified as A Shares pursuant to **Article 6.4**) (the "**Sale Shares**") shall give notice in writing (hereinafter called the "**transfer notice**") to the Company that he desires to transfer the same and, should he so choose, specifying the price per Sale Share at which he is willing to sell them. The transfer notice shall constitute the Company (acting through the Board) the agent of the proposing transferor for the sale of all (but not some only) of the Sale Shares together with all rights then attached thereto.
- 8.2 Save in accordance with **Article 33.6**, no transfer notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the proposing transferor is obliged to procure the making of an offer under **Articles 9.1 to 9.4** and is unable to procure the making of such an offer. In that event the proposing transferor shall be entitled to withdraw such transfer notice without liability to any person, prior to completion of any transfer.
- 8.3 Sale Shares shall be offered (the "**Offers**" and individually the "**Offer**") as follows:
- 8.3.1 in the first instance to all persons in the category set out in the corresponding line in column (1) in the table below ("**First Offer**");
- 8.3.2 to the extent not accepted by persons in column (1) to all persons in the category set out in the corresponding line in column (2) in the table below ("**Second Offer**");
- 8.3.3 to the extent not accepted by persons in column (2) to all persons in the category set out in the corresponding line in column (3) in the table below ("**Third Offer**");

1 First Offer to	2 Second offer to	3 Third Offer to
Warehouse	B Shareholders with a Shareholding Percentage of at least 5% in proportion to the number of A Shares held by them respectively	All other Shareholders in proportion to the number of A Shares held by them respectively

- 8.4 Offers made by the Company (acting through the Board) pursuant to **Article 8.3** shall be made by notice in writing (hereinafter called the "**offer notice**") within:
- (a) seven days after the receipt by the Company of the transfer notice where the Sale Shares comprise less than 5% of the issued Equity Shares at the date of the transfer notice; or
- (h) seven days after agreement or determination of the Fair Value where the Sale Shares comprise 5% or more of the issued Equity Shares at the date of the transfer notice.

The offer notice shall:

- 8.4.1 state the identity of the proposing transferor, the number of Sale Shares and the price per Sale Share (being either (a) the price specified in the transfer notice; or (b) the Fair Value, if either no price is specified in the transfer notice or if the price specified is more than the Fair Value) and inform the members that Sale Shares are offered to them in accordance with the provisions of **Article 6, Article 8.3 and Article 8.4;**
 - 8.4.2 in the case of the Second Offer or Third Offer contain a statement to the effect that the Sale Shares are offered in the proportions set out at **Article 8.3** but go on to invite each member to state in his reply whether he wishes to purchase more or less Sale Shares than his proportionate entitlement and if so what number; and
 - 8.4.3 state the period selected by the Board of the Company in which the offer may be accepted (not being less than fifteen (15) Business Days or more than twenty (20) Business Days after the date of the offer notice).
- 8.5 Subject to **Article 8.10** for the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a person in respect of a lesser number of Sale Shares than his full proportionate entitlement. If not all the persons in the respective categories noted in **Article 8.3** accept the offer in respect of their respective proportions in full or at all the Sale Shares not so accepted shall be used to satisfy any claims for additional Sale Shares (notified in response to the invitation referred to in **Article 8.4.2**) as nearly as may be in proportion to the number of Equity Shares already held by the persons claiming additional Sale Shares, provided that no person shall be obliged to take more Sale Shares than he shall have applied for. If any Sale Shares shall not be capable of being offered to persons in proportion to their existing holdings, except by way of fractions the same shall be offered to persons, or some of them, in such proportions as the Board may, in their absolute discretion, think fit.
- 8.6 If the Warehouse does not accept the First Offer within the appropriate period specified in **Article 8.4.3** the Sale Shares which have not been taken up under the First Offer will be further offered in accordance with **Article 8.3** and the provisions of **Articles 8.4 and 8.5** shall apply mutatis mutandis to any Sale Shares comprised in any subsequent Second Offers and/or Third Offers.
- 8.7 If persons shall be found to purchase all of the Sale Shares comprised in the Offers within the appropriate periods specified in **Article 8.4.3**, the Company shall not later than ten Business Days after the expiry of the last appropriate period give notice in writing (hereinafter called "**the sale notice**") to the proposing transferor and to the relevant purchasers specifying the proposed purchasers and the proposing transferor shall be bound upon payment of the price due in respect of all such Sale Shares to transfer the Sale Shares to the relevant proposed purchasers.
- 8.8 If in any case the proposing transferor after having become bound in accordance with the provisions of this **Article 8** to transfer Sale Shares makes default in transferring any such shares the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of such shares on behalf of and as attorney for the proposing transferor in favour of the purchasing class members or purchasing members as the case may be. The receipt of the Company for the purchase money shall be a good discharge to the purchasing class members or purchasing members as the case may be. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.
- 8.9 Any transfer or purported transfer of a share (other than upon transmission of a share pursuant to regulation 29 of Table A upon the death of a member or upon a person becoming entitled to a share in consequence of the bankruptcy of a member) made otherwise than in accordance with **Articles 6 or 7** or the foregoing provisions of this **Article 8** (inclusive) shall be null and void and of no effect.

8.10 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 8** the proposing transferor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares which have not been sold to any person or persons **PROVIDED THAT:**

8.10.1 the price per Share obtained upon such transfer shall in no circumstances be less than the Fair Value and the proposing transferor shall upon request furnish such information as the directors shall require in relation to the price per Share obtained as aforesaid;

8.10.2 the Board shall be entitled to refuse registration of the proposed transferee if he is or is believed to be a nominee for a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries **PROVIDED THAT** the Board shall not be so entitled if the effect of such transfer would oblige the proposing transferor to procure the making of an offer in accordance with **Articles 9.1 to 9.4** and such offer has been made and completed or the transfer is made pursuant to the acceptance of an offer and a Drag Along Notice has been served pursuant to **Articles 9.5 and 9.6**;

8.10.3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than, the Fair Value without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer; and

8.10.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the proposing transferor to procure the making of an offer in accordance with **Articles 9.1 to 9.4**, until such time as such offer has been made and, if accepted, completed.

9. **CHANGE OF CONTROL**

Tag along

9.1 Subject to **Article 9.2** if the effect of any transfer of Shares by a proposed transferor would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the vendor shall, unless a Drag Along Notice (as defined in **Article 9.5**) has been served pursuant to **Article 9.5**, procure the making, by the proposed transferee of the proposed transferor's Shares, of a Come Along Offer to all of the other holders of Shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.

9.2 The provisions of **Article 9.1** and **9.5** shall not apply to any transfer of Shares pursuant to **Article 7**.

9.3 "**Come Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase Shares held by the recipients of a Come Along Offer (or Shares for which recipients may subscribe) free from all liens, charges and encumbrances at a price per share equal to the highest price per share (subject to adjustment to ensure that the aggregate proceeds of sale are distributed in accordance with **Article 4.4**) (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 9.1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Come Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares.

- 9.4 In the event of disagreement, the calculation of the relevant Come Along Offer price shall be referred by the Company at the request of any Shareholder to the Company's accountants for determination in accordance with **Article 33.4**. The costs of the Company's accountants in respect of any requested determination shall be borne in the proportions determined by the Company's accountants.

Drag along

- 9.5 Providing the conditions of **Article 9.6** have first been satisfied, if holders of not less than 60% of the issued Equity Shares (in **Articles 9.5** and **9.6**, the "**Vendors**") wish to transfer all of their Equity Shares in the Company at not less than the Discounted Fair Value (in **Articles 9.5** and **9.6** the "**Offer**") to any person (including any existing Shareholder at that time) (in **Articles 9.5** and **9.6** the "**Purchaser**"), then the Vendors shall also have the option to require all (except for any existing Shareholder who is the proposed transferee under the Offer) of the other Shareholders and any persons who become Shareholders upon exercise of any options, warrants or other rights to subscribe for Shares which exist at the date of the Offer, to transfer all their shares (or rights to shares) to the Purchaser, or as the Purchaser directs, at the same price (subject to adjustment to ensure that the aggregate proceeds of sale are distributed in accordance with **Article 4.4**) and on no less favourable terms as apply to the Vendors by giving notice (the "**Drag Along Notice**") to that effect to all such other holders (in **Articles 9.5** and **9.7** the "**Called Shareholders**") specifying that the Called Shareholders are, or will, in accordance with these **Articles 9.5** and **9.7**, be required to transfer their Shares pursuant to **Articles 9.5** and **9.7** the terms and the price (subject to adjustment to ensure that the aggregate proceeds of sale are distributed in accordance with **Article 4.4**) (the "**Proposed Price**") at which such Shares are proposed to be transferred.
- 9.6 A Drag Along Notice shall only be served and/or be valid and binding against the Called Shareholders if all of the B Shareholders have first been notified of the proposed transfers and Drag Along Notice contemplated by **Article 9.5** and a majority in number of the B Shareholders consent in writing to the Drag Along Notice being served in accordance with **Article 9.5**.
- 9.7 If the Called Shareholders (or any of them) shall make default in transferring their shares pursuant to **Articles 9.5**, the provisions of **Article 8.8** (references therein to the proposing transferor and purchasing class member(s) being read as references to the Called Shareholder making such default, and the Purchaser respectively) shall apply to the transfer of such Shares mutatis mutandis but the price per share shall be the price offered for such Shares as set out in **Article 9.5**.

10. COMPULSORY TRANSFERS

- 10.1 In this **Article 10**, a "**Transfer Event**" means, in relation to any member:

- 10.1.1 a member who is an individual:

10.1.1.1 becoming bankrupt; or

10.1.1.2 dying;

and the Board resolving within three months of the matters coming to its attention that such event is a Transfer Event in relation to that member for the purposes of this article;

- 10.1.2 a member making any arrangement or composition with his creditors generally and the Board resolving within three months of the matter coming to its attention that such event is a Transfer Event in relation to that member for the purposes of this article;

- 10.1.3 a member which is a body corporate:

10.1.3.1 having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or

- 10.1.3.2 having an administrator appointed in relation to it; or
 - 10.1.3.3 entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
 - 10.1.3.4 having any equivalent action taken in any jurisdiction;
- and the Board resolving within three months of the matter coming to its attention that such event is a Transfer Event in relation to that member for the purpose of this article;
- 10.1.4 a member attempting to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and the Board resolving within three months of the matter coming to its attention that such event is a Transfer Event in relation to that member,
 - 10.1.5 a member failing to make a transfer of Shares required by **Article 8** and the Board resolving within three months of the matter coming to its attention that such event is a Transfer Event in relation to that member for the purposes of this article; and
 - 10.1.6 except in relation to D Shares, where **Article 10.1.7** shall apply, a member becoming a Leaver and the Board resolving by a Non-Executive Director Majority within three months of the matter coming to its attention that such event is a Transfer Event in relation to that member for the purposes of this article;
 - 10.1.7 in relation to any D Shares held by a member (which for the purposes of this **Article 10.1.7** shall include any other member who has acquired shares from such member under a permitted transfer (directly or by means of a series of two or more permitted transfers)), a member becoming a Leaver, in which case **Article 10.5** shall apply to such D Shares. For the avoidance of doubt, this **Article 10.1.7** and **Article 10.5** shall apply to D Shares acquired after such member becomes a Leaver, whether as a result of the exercise of an option granted pursuant to a Share Scheme or otherwise.
- 10.2 Upon the happening of any Transfer Event, the member in question and any other member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) under **Article 7.1** shall be deemed to have immediately given a transfer notice in respect of all the Shares then held by them and which in the case of a transferee of Shares were the Shares received directly or indirectly from the member who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current transfer notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that transfer notice.
- 10.3 Notwithstanding any other provision of these articles, if the Board so resolves, any member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares between the date of the relevant Deemed Transfer Notice and the entry in the register of members of the Company of another person as the holder of those Shares.
- 10.4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 8** as if they were Sale Shares in respect of which a Transfer Notice had been given save that:
- 10.4.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date of the Board resolution that the relevant event is a Transfer Event;
 - 10.4.2 the price per Sale Share shall be the Fair Value, except as follows:

- 10.4.2.1 in the case of Sale Shares the subject of a Deemed Transfer Notice pursuant to **Article 10.1.6** only, shall be the Option Price; or
- 10.4.2.2 in the case of D Shares, except where **Article 10.1.7** and **Article 10.5** applies, the price per Sale Share shall be the D Share Fair Value;
- 10.4.2.3 in the case of the D Shares where **Article 10.1.7** and **Article 10.5** applies, the price per Sale Share shall be determined in accordance with **Article 10.6**;
- 10.4.3 a Deemed Transfer Notice shall be irrevocable;
- 10.4.4 the Vendor may retain any Sale Shares for which purchasers are not found or, after the expiry of the three calendar month period referred to in **Article 8.10** and with the prior written approval of the Board, sell all or any of those Sale Shares to any person (including any member) as any price per Sale Share which is not less than the price calculated in accordance with **Article 10.4.2**; and
- 10.4.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event.
- 10.5 Where **Article 10.1.7** applies:
 - 10.5.1 if the member is a Bad Leaver, there shall be a Transfer Event in relation to the D Shares held by the Bad Leaver on the date on which they become a Leaver and accordingly, **Articles 10.2** to **10.4** shall apply. The price per D Share shall be the lower of D Share Fair Value as at the date on which the member became a Leaver and the Acquisition Price, unless the Board in its absolute discretion resolves that a higher price per D Share shall be payable;
 - 10.5.2 if the member is a Good Leaver but before the member has transferred their D Shares the Board becomes aware of information which would mean that they are a Bad Leaver (for example, because the member having become a Leaver subsequently commits a material breach of their restrictive covenants) and the Board does not resolve that they shall continue to be treated as a Good Leaver, the member shall be treated as Bad Leaver and **Article 10.5.1** shall apply;
 - 10.5.3 subject to **Article 10.5.2**, if the member is a Good Leaver, the member shall, within 10 Business Days of becoming a Leaver (or such longer period as the Board may permit), notify the Board in writing whether they wish to:
 - 10.5.3.1 transfer their D Shares in accordance with **Article 10.2** to **10.4**, with the date of the Transfer Event being the date on which the member became a Leaver and the price per D Share being equal to the D Share Fair Value as at the date on which the member became a Leaver; or
 - 10.5.3.2 wait and see if, on or before the date which is six months following the date on which the member became a Leaver, a Sale, Listing or return of capital (or other event to which **Article 4.2** applies) occurs. If such event occurs within that time period, the member shall participate in such event in the same way as the other holders of D Shares (who are not Leavers). If such event does not occur within such time period, then on the expiry of such six month period, the member becoming a Leaver shall be a transfer event and the provisions of **Articles 10.2** to **10.4** shall apply provided that the Deemed Transfer Notice shall be deemed to have been given on the expiry of such six month period and the price per D Share shall be the D Share Fair Value as at the date on which the member became a Leaver; and

- 10.5.4 references in this **Article 10.5** to the Board determining or resolving to take any action shall mean the Board determining or resolving by a Non-Executive Director Majority.
- 10.6 For the purposes of this **Article 10**, the D Share Fair Value shall be the transfer price for the D Shares as agreed between the member holding the relevant D Shares and the Board, acting by a Non-Executive Director Majority, provided that:
 - 10.6.1 in reaching such agreement, the provisions of **Article 33.1** shall apply mutatis mutandis;
 - 10.6.2 if an agreement cannot be reached within the time frame set in accordance with **Article 33.1**, the D Share Fair Value shall be determined by a firm of accountants appointed in accordance with **Article 33**, except as otherwise provided by this **Article 10.6**;
 - 10.6.3 the D Share Fair Value shall be determined by such firm of accountants on the following assumptions and bases:
 - 10.6.3.1 valuing the D Shares as on an arms'-length sale between a willing seller and a willing buyer;
 - 10.6.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 10.6.3.3 that the D Shares are capable of being transferred without restriction;
 - 10.6.3.4 valuing the D Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as treasury shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the D Shares; and
 - 10.6.3.5 reflect any other factors which the firm of accountants reasonably believes should be taken into account;
 - 10.6.4 the costs of the firm of accountants shall be borne by the Company and the member transferring the D Shares in equal proportions.

11. **CONVERSION OF SHARES**

C Conversion Event and A2 Conversion Event

- 11.1 Upon a C Conversion Event, such number of C Shares held by the Employee Trust as specified in the written Board resolution (referred to in the definition of "**C Conversion Event**") ("**C Conversion Shares**") shall automatically be sub-divided and re-designated as A2 Shares, C1 Shares and Deferred Shares in the following proportions:
 - 11.1.1 20% of the C Conversion Shares shall be sub-divided and re-designated into five A2 Shares for every one C Conversion Share;
 - 11.1.2 20% of the C Conversion Shares will be sub-divided and re-designated into five C1 Shares for every one C Conversion Share; and
 - 11.1.3 60% of the C Conversion Shares will be sub-divided and re-designated into five Deferred Shares for every one C Conversion Share.
- 11.2 Upon an A2 Conversion Event all of the relevant A2 Shares held by the Employee Trust ("**A2 Conversion Shares**") shall automatically be re-designated into the same number of Deferred Shares.

- 11.3 On the relevant Second Conversion Date, the A2 Conversion Shares or the C Conversion Shares (whichever is relevant) shall (without any further authority than that contained in these Articles) stand converted into the relevant class of share referred to in **Articles 11.1** and **11.2** above and shall rank *pari passu* with the other Shares in their respective class.

12. **COMPLIANCE**

- 12.1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these articles or that (ii) no circumstances have arisen whereby a transfer notice is required to be or ought to have been given under these Articles or (iii) whether an offer is required to be or ought to have been made under **Article 10.1**, the Board may require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name.

- 12.2 Failing such information or evidence being furnished within ten (10) Business Days of request (or such longer period as the Board in their absolute discretion may decide) to enable the Board to determine to its reasonable satisfaction that no such transfer notice is required to be or ought to have been given, or that no offer is required to be or ought to have been made under **Article 10.1**, or that as a result of such information and evidence the Board is reasonably satisfied that such transfer notice is required to be or ought to have been given, or that an offer is required to be or ought to have been made under **Article 10**:

12.2.1 where the purpose of the enquiry by the Board was to establish whether a transfer notice is required to be or ought to have been given, then a transfer notice shall be deemed to have been given by the holder of the relevant Shares in respect of such Shares; or

12.2.2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 10.1**, then the Shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 10.1**, pending receipt of such confirmation or evidence being furnished to the Board as aforesaid, or pending an offer being made under **Article 10.1**, such Shares shall cease to entitle the relevant holder or holders (or any proxy) to voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such Shares or to any further shares issued in right of such Shares or in pursuance of an offer made to the relevant holders to the extent that will result in such person or persons only being able to control that percentage of the voting rights attaching to the Shares that such person or persons were in a position to control prior to the obligation to procure the making of an offer arising.

GENERAL

13. **ANNUAL GENERAL MEETING**

If required by the relevant Companies Act in force from time to time, an Annual General Meeting shall be held once in every year at such time (within a period of not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Board. All other General Meetings shall be called Extraordinary General Meetings.

14. **GENERAL MEETINGS**

- 14.1 The Directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

- 14.2 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and regulation 38 of Table A shall be modified accordingly.
- 14.3 Every notice concerning a general meeting shall be:
- 14.3.1 given in accordance with the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website; and
 - 14.3.2 comply with the provisions of section 325(1) of the Companies Act 2006 as to the giving of information to members relating to their right to appoint proxies.
- 14.4 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.
- 14.5 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Four persons, being holders of A Shares, B Shares, C Shares or C1 Shares (at least two of whom must be a holder of a B Share) present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum, and regulation 41 of Table A shall be modified accordingly.
- 14.6 The Chairman of the Board or in his absence, the Deputy Chairman, or in his absence any other person appointed by a majority of the Shareholders present, shall preside as Chairman at a General Meeting. The Chairman at any General Meeting shall not be entitled to a second or casting vote.
- 14.7 A poll may be demanded at a general meeting either by the Chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.
- 14.8 A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately and in all other cases seven days notice specifying the time and place at which the poll is to be taken. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded and regulation 51 of Table A shall be modified accordingly.
- 14.9 A member shall be entitled to appoint more than one proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member. Regulation 59 of Table A shall not apply to the company.

15. **WRITTEN RESOLUTIONS**

In the case of a corporation which holds a share or shares in the capital of the Company, the signature of any director or the secretary, or any other authorised signatory of such corporation shall be sufficient for the purposes of any resolution in writing. Regulation 53 of Table A shall not apply to the Company. A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. For the purposes of this Article 15 "circulation day" is the day on which copies of the written resolution are sent or submitted to the members or, if copies are sent or submitted on different days, to the first of those days.

DIRECTORS

16. NUMBER OF DIRECTORS

The Board shall comprise Executive Directors, Non-Executive Directors and (if relevant) the Chairman.

17. COMPOSITION

17.1 Any B Shareholders with a Shareholding Percentage of at least 5% (the "**Relevant Threshold**") shall be entitled to appoint one person as a Non-Executive Director.

17.2 In the event that the Shareholding Percentage of any B Shareholder falls below the Relevant Threshold such B Shareholder shall be deemed to have served notice pursuant to these Articles to remove from office any Non-Executive Director appointed by it. Until such B Shareholders' Shareholding Percentage once again reaches the Relevant Threshold such B Shareholder shall not be entitled to appoint any person as Non-Executive Directors under **Article 17.1**.

18. APPOINTMENT AND REMOVAL OF DIRECTORS

18.1 The right of appointment of a Non-Executive Director conferred on each B Shareholder under **Article 17.1** shall include the right of such B Shareholder to:

18.1.1 remove at any time from office such Non-Executive Director it appoints;

18.1.2 (subject to the Relevant Threshold being met) determine the period during which each Non-Executive Director it appoints shall hold office; and

18.1.3 replace any Non-Executive Director it appoints.

18.2 The Non-Executive Directors acting by a Non-Executive Director Majority shall be entitled at any time to appoint and remove Executive Directors to the Board.

18.3 Each appointment or removal of a Director pursuant to these Articles shall:

18.3.1 be in writing and signed by or on behalf of the relevant B Shareholder or Non-Executive Directors (as the case may be);

18.3.2 in the case of an appointment, include an acceptance of the appointment by the relevant Director;

18.3.3 be delivered to the registered office for the time being of the Company; and

18.3.4 shall take effect immediately upon such delivery as noted in **Article 18.3.2**.

19. DISQUALIFICATION AND REMOVAL OF DIRECTORS

Notwithstanding the provisions of **Articles 17 and 18** the office of a director shall be vacated if:

19.1 he ceases to be a director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director; or

19.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

19.3 he is, or may be, suffering from mental disorder and either:

19.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland an application for admission under the Mental Health (Scotland) Act 1960, or

19.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

19.4 he resigns his office by notice to the Company; or

19.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated

and regulation 81 of Table A shall not apply to the Company.

20. **CHAIRMAN**

20.1 Subject to **Article 20.2**, the Chairman of the Board shall be appointed by a Non-Executive Director Majority.

20.2 The Chairman shall hold office for such period as may be decided by a Non-Executive Director Majority provided that the first Chairman shall hold office for not less than 12 months from the date of adoption of these Articles.

20.3 Other than in relation to decisions to be made under **Articles 20.1 and 20.2** above, the Chairman will be entitled to vote at a meeting of the Board and, if relevant, a meeting of the Non Executive Directors if the Chairman was also appointed as a Non Executive Director in accordance with **Article 17.1**.

20.4 Subject to **Article 20.2**, the Non Executive Directors acting by a Non Executive Director Majority shall agree from time to time the process for nominating and appointing subsequent Chairmen.

21. **DEPUTY CHAIRMAN**

21.1 The Deputy Chairman of the Board shall be:

21.1.1 appointed by a Non-Executive Director Majority; and

21.1.2 one of the Non-Executive Directors.

21.2 The Deputy Chairman shall hold office for such period as may be decided by a Non-Executive Director Majority provided that the first Deputy Chairman shall hold office for not less than 12 months from the date of adoption of these Articles.

21.3 Other than in relation to decisions to be made under **Articles 21.2 and 21.1** above, the Deputy Chairman will be entitled to vote at a meeting of the Board and, if relevant, a meeting of the Non Executive Directors.

21.4 The Non Executive Directors acting by a Non Executive Director Majority shall agree from time to time the process for nominating and appointing subsequent Deputy Chairs.

22. **BOARD MEETINGS**

22.1 Board meetings shall unless the Non-Executive Directors acting by a Non-Executive Director Majority otherwise agree be held at least every second month (such that there are at least six Board meetings a year). At least 5 clear days' written notice shall be given to each of the Directors of all Board meetings (except if there are exceptional circumstances or the Non-Executive Directors agree to shorter notice).

22.2 The quorum at a meeting of the Board (and any adjournment thereof) shall unless the Non-Executive Directors otherwise agree pursuant to a Non-Executive Director Majority be 2 Executive Directors and a majority of the Non Executive Directors .

22.3 A Director may only participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other if:

22.3.1 the meeting is called as a telephone conference pursuant to **Article 22.1**; or

22.3.2 there are exceptional circumstances which the Chairman or Deputy Chairman believes (in its absolute discretion) warrants such participation and the Chairman or Deputy Chairman gives his prior written consent to such participation;

and any Director participating in a meeting in this manner shall be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group where the Chairman is situated.

22.4 If a quorum is not present within half an hour of the time appointed for the meeting or ceases to be present, the Director(s) present shall adjourn the meeting to a specified place and time at least three Business Days after the original date and notice of the adjourned meeting shall be given by the secretary of the Company to each of the Directors. If a meeting has been adjourned on two consecutive occasions and on the third occasion a quorum is not present within half an hour from the time appointed for that adjourned meeting, the Directors then present shall form a quorum.

22.5 All business arising at any Board meeting shall be determined by resolution passed by a majority of the Directors entitled to attend and vote. The Chairman shall not be entitled to a second or casting vote at any Board Meeting.

22.6 If a Director is unable to attend a meeting of the Board the Director may, with the prior written consent of the Chairman or Deputy Chairman, appoint the Chairman or Deputy Chairman as that Director's proxy to vote in accordance with that Director's written instructions. The Chairman or Deputy Chairman shall only give such consent if he reasonably believes (acting in his absolute discretion) there are exceptional circumstances which warrant a Director voting by proxy.

22.7 A written resolution which is circulated to all of the Directors and signed by a majority of the Directors for the time being (being not less in number than a quorum for a meeting of the Board) shall be as valid and effectual as a resolution duly passed at a meeting of the Board and may consist of several documents in the like form each signed by one or more Directors.

23. **NON-EXECUTIVE DIRECTOR MAJORITY**

23.1 Where under these Articles a decision shall be taken by a Non-Executive Director Majority such decision shall require all Non Executive Directors to have been served written notice of the decision to be taken and for the Company to have received the signed written consent to the relevant resolution by a majority in number of all the Non-Executive Directors unless in relation to resolutions concerning any particular matter or matters all the "B" Shareholders shall have specified a higher percentage majority in writing and notified the Company accordingly.

24. **APPOINTMENT OF AND DELEGATION OF POWERS TO COMMITTEES**

24.1 The Board may appoint committees consisting, subject to **Article 24.2**, of such directors as they think fit, and may delegate any of their powers to any such committee (with power to sub-delegate), and may from time to time revoke any such delegation and discharge any such committee wholly or in part. Any committee appointed by the Board shall, in the exercise of delegated powers or otherwise, conform to any regulations and/or terms of reference imposed upon it from time to time by the Board.

24.2 Each Non-Executive Director, if not otherwise appointed to any committee of the Board constituted under **Article 24.1**, shall be entitled to receive notice of and to attend any meeting of any such committee.

24.3 The meetings and proceedings of any committee consisting of two or more Directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as these Articles apply and are not superseded by or inconsistent with any regulations and/or terms of reference made by the Board under **Article 24.1**.

24.4 Regulation 72 of Table A shall not apply to the Company.

25. **RETIREMENT OF DIRECTORS**

The Directors shall not be liable to retire by rotation and, accordingly, the second and third sentences of regulation 79 of Table A shall not apply to the Company; in regulation 78 of Table A, the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

26. **REMUNERATION**

26.1 Save where agreed otherwise by a Non Executive Director Majority, there shall be no salaries or benefits paid to the Non-Executive Directors apart from the Chairman.

26.2 The terms and conditions of the Chairman's appointment (including but not limited to remuneration) shall be agreed by a Non-Executive Director Majority (for the avoidance of doubt such Non-Executive Director Majority shall exclude any vote of the Chairman).

26.3 The terms and conditions of each Executive Director's employment (including but not limited to remuneration) shall be agreed by a Non-Executive Director Majority.

27. **ALTERNATE DIRECTORS**

27.1 Any Director (other than an alternate director) may appoint any person willing to so act to be an alternate director. The appointment by any Director of an alternate director shall be subject to the prior written consent of the Chairman (or Deputy Chairman if the Chairman is unavailable to consider such consent promptly) and shall only be permitted in what the Chairman (or Deputy Chairman as the case may be) reasonably believes, acting in his absolute discretion, to be exceptional circumstances and providing he approves the identity of the alternate director and regulation 65 of Table A shall be modified accordingly. In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted.

27.2 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.

27.3 A Director, or any such other person as is mentioned in regulation 65 of Table A, as modified by **Article 27.1** may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.

28. **DIRECTORS' APPOINTMENTS AND INTERESTS**

28.1 A director who is in any way, whether directly or indirectly and whether for himself or through a person connected with him, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company and where relevant as a consequence of any situation arising from a conflict of interest within the meaning of **Article 28.3**, shall declare the nature of his interest in accordance with the Statutes.

- 28.2 The Non Executive Directors acting through a Non Executive Director Majority may, subject to the provisions of this **Article 28**, at any time authorise a director to be involved in a situation in which the director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("a conflict of interest") and (subject to **Article 28.2.3**) the director concerned shall thereby be released from any obligation to disclose to the Board or the Company any information the director may be or become privy to under another duty of confidentiality to a third party which information is in connection with the subject matter of the authorised conflict of interest, provided always that:
- 28.2.1 the Non Executive Director Majority authorise the conflict of interest at the time the conflict is declared to them in accordance with **Article 28.1**;
 - 28.2.2 the director subject to the conflict of interest or any other interested director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this **Article 28.1** and if he or any other interested director does vote, those votes shall not be counted;
 - 28.2.3 the Non Executive Directors acting through a Non Executive Director Majority may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so the Directors will act in such a way in good faith they consider will be most likely to promote the success of the Company; and
 - 28.2.4 where approval to a transaction which falls within Chapter 4 of Part 10 of the Companies Act 2006 is given by members in accordance with that Chapter further authorisation for that transaction by the Directors under this **Article 28** is not necessary.
- 28.3 For the purposes of this **Article 28**, 'conflict of interest' includes a conflict of interest and a conflict of duty and a conflict of duties.
- 28.4 Regulations 85 and 86 of Table A shall not apply to the Company.
29. **THE SEAL**
- 29.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by one Director whose signature must be attested in the presence of a witness or by one Director and the secretary or by two Directors. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- 29.2 The Company may exercise the powers conferred by the Companies Act 2006 with regard to having an official seal for use abroad, and such powers shall be vested in the Board.
30. **INDEMNITY**
- 30.1 Subject to the provisions of, and so far as may be permitted by, the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, alternate director, auditor, secretary or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, secretary or other officer of the Company. Regulation 118 of Table A shall not apply to the Company.
- 30.2 The directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, alternate director, auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the Companies Act 2006) against any liability which may attach to him in respect of any negligence, default,

breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, Secretary or other officer of the Company or associated company.

- 30.3 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

30.3.1 in defending any criminal or civil proceedings; or

30.3.2 in connection with any application under sections 661(3) or 661(4) or under section 1157 of the Companies Act 2006.

31. **BORROWING POWERS**

The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Companies Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

32. **LIEN**

The lien conferred by regulation 8 of Table A shall attach to all shares, whether or not fully paid up and to all shares registered in the name of any person indebted or under liability to the Company (whether he shall be the sole registered holder of such shares or shall be one of two or more joint holders) and shall be for all moneys owing on any account whatsoever to the Company.

33. **FAIR VALUE AND ACCOUNTANTS DETERMINATION**

- 33.1 Where Fair Value is required for the purposes of these Articles it shall be an amount agreed by any transferor of, or subscriber for (as appropriate) Shares and the Non-Executive Director Majority or failing agreement within any timeframe set by the Non-Executive Director Majority, but not exceeding 20 Business Days, by a firm of accountants appointed in accordance with the following provisions of this **Article 33**.

- 33.2 The Company shall appoint a firm of chartered accountants (which may be the Company's accountants if they are able and willing to act) and determine their terms of engagement within a specified period of time.

- 33.3 Where the fair value of any Share is to be determined under this **Article 33**, it shall be its open market value as certified by the Accountants as at the date when the transfer notice is received by the Company or, as the case may be, the Deemed Transfer Notice is deemed to be given, or at the date of certification in the case of an allotment of Shares pursuant to **Article 3.2**. In giving any such certificate, the Accountants shall apply no premium or discount in relation to the size of any holding, shall assume a willing seller and buyer at arm's length, shall further assume, if the Company is then carrying on business as a going concern, that it will continue to do so and shall ignore any restrictions on transfer contained in these Articles. The Accountant shall further, where relevant, have regard to any price offered by any bona fide third party offeror and shall ignore any strategic premium comprised in such offer.

- 33.4 If any matter under these Articles is referred to the Accountants for determination then the Accountants shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of Shares (in the absence of fraud or manifest error).

- 33.5 The costs of Accountants shall be borne as follows:-

- 33.5.1 in the case of an allotment of Shares pursuant to **Article 3.2**, by the Company providing always that if at any time it would be unlawful for the Company to bear such cost, the costs shall be borne by the allottee; or
- 33.5.2 in the case of a proposed transfer of Shares pursuant to **Articles 8 or 10**, by the Company and the transferor of the Sale Shares in equal proportions unless, following certification of the Fair Value, the proposed transferor revokes its transfer notice pursuant to **Article 33.6**, in which event the proposing transferor shall bear all the costs of the Accountants providing always that if at any time it would be unlawful for the Company to bear such cost, the Company's proportion of the costs shall be borne by the transferees of such Sale Shares in proportion to the number of Sale Shares accepted by them; and
- 33.5.3 in the case of a transfer of Shares pursuant to **Article 9.5**, if the original price per share offered for the Shares by the Purchaser:-
 - 33.5.3.1 is more than 20% below the Fair Value certified by the Accountants pursuant to **Article 33.3**, the Vendors; or
 - 33.5.3.2 is less than 20% below the Fair Value certified by the Accountants pursuant to **Article 33.3**, the Called Shareholders in proportion to the Sale Shares held by them.
- 33.6 If the Fair Value on a proposed transfer of Shares pursuant to **Article 8**, as determined in accordance with **Article 33.3**, is more than 20% below the price specified in the transfer notice, the proposing transferor may subject to **Article 33.5.2** obliging the transferor to bear the costs of certification of the Fair Value, revoke the transfer notice without liability to any person within 7 days of the Fair Value being so certified.
- 34. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**
 - 34.1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of The Statutes.
 - 34.2 Subject to any requirement of the Statutes, documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.
- 35. **NOTICES**
 - 35.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope". When any member has given to the Company as his registered address an address outside of the United Kingdom he shall be entitled to have notices given to him at that address. Regulation 112 of Table A shall be amended accordingly.
 - 35.2 Where a notice is sent by first class post, the notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in electronic form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission. Regulation 115 of Table A shall be amended accordingly.
 - 35.3 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the member received or was deemed to have received notice of the fact that the notice was available on the website.
 - 35.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least

one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.