

The Companies Act 2006
Company limited by shares
Special resolution
of
SCL Group Limited
(company number 05514098) (Company)

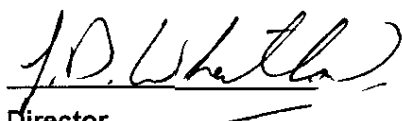
Under section 288 Companies Act 2006 on 29th October 2017, the following written resolutions were passed as special resolution and an ordinary resolution (as indicated):

Special Resolution

1. That the articles of association in the form attached hereto be adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

Ordinary Resolution

2. Each of the 66,348 issued ordinary shares of £0.10 (ten pence) each in the capital of the Company be redesignated as 66,348 A ordinary shares of £0.10 (ten pence) each. Such shares having the rights and being subject to the restrictions set out in respect of them in the articles of association of the Company.



Director

For and on behalf of SCL Group Limited

WEDNESDAY



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COMPANIES HOUSE

**ARTICLES OF ASSOCIATION**

of SCL Group Limited

Private company limited by shares

Incorporated in England and Wales

on 20 July 2005 under the Companies Act 1985

Adopted under the Companies Act 2006 by special
resolution on 29 October 2017

Fladgate LLP | 16 Great Queen Street | London WC2B 5DG
T +44 (0)20 3036 7000 | F +44 (0)20 3036 7600 | DX 37971 Kingsway | www.fladgate.com

Contents

1.	Definitions and interpretation.....	1
2.	Liability of Shareholders	6
3.	Unanimous decisions	6
4.	Calling a Directors' meeting	6
5.	Quorum for Directors' meetings	6
6.	Casting vote.....	6
7.	Transactions or other arrangements with the Company	7
8.	Directors' conflicts of interest	7
9.	Records of decisions to be kept	8
10.	Number of Directors	9
11.	Appointment of Directors	9
12.	General provisions relating to Shares	10
13.	Share transfers - general provisions	11
14.	Permitted share transfers	12
15.	Share transfers: pre-emption provisions	13
16.	Share transfers: mandatory transfer notices	17
17.	Transfer of a Controlling Interest.....	22
18.	Further issues of shares: authority.....	25
19.	Further issues of shares: pre-emption rights.....	25
20.	Quorum for general meetings.....	26
21.	Poll votes	26
22.	Proxies	26
23.	Lien	27
24.	Forfeiture	27
25.	Means of communication to be used.....	27
26.	Company seal.....	28
27.	Director's remuneration	28
28.	Indemnity	28
29.	Subsidiary Undertakings.....	29
30.	Investor and Lead Founder Rights	29

Company number: 05514098

The Companies Act 2006
Private company limited by shares
Articles of association

of

SCL Group Limited (Company)

(Adopted by special resolution passed on 29 October 2017)

INTERPRETATION AND LIMITATION OF LIABILITY

1. Definitions and interpretation

- 1.1 In these Articles, unless the context otherwise requires the following words and expressions have the following meanings:

A Ordinary Shares	A ordinary shares of £0.10 (ten pence) each in the capital of the Company, having the rights set out in these Articles.
Approved Transferees	has the meaning given to it in Article 15.12.
Articles	the Company's articles of association for the time being in force and references to an Article are to the relevant article of the Articles.
Associate	has the meaning given in Article 17.1.3.
Bad Leaver	is a Leaver: <ol style="list-style-type: none"> whose employment is terminated by a Group Company in circumstances other than where he is wrongfully dismissed by such Group Company; or who ceases to be employed by a Group Company in circumstances where he has voluntarily resigned from his employment with such Group Company.
Bad Leaver Price	the price per Share which is the lesser of: <ol style="list-style-type: none"> fair value, as agreed or determined pursuant to Articles 15.6 and 15.7; and the Issue Price.
B Ordinary Shares	B ordinary shares of £0.10 (ten pence) each in the capital of the Company, having the rights set out in these Articles.
Board	the board of Directors of the Company as from time to time constituted.

Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.
CA 2006	the Companies Act 2006.
Cessation Date	has the meaning given to it in Article 16.3.1.
Conflict	as defined in Article 8.1.
Controlling Interest	has the meaning given in Article 17.1.
Custodians	has the meaning given to it in Article 16.5.2.2.
Directors	the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Board.
Disenfranchisement Notice	has the meaning given to it in Article 16.8.2.
Eligible Director	a Director entitled to vote on a matter at a meeting of Directors (but excluding any director whose vote is not to be counted in respect of that matter).
Exempt Shareholder	Roger Gabb, Glendower Trust and any person who acquires Shares originally held by Roger Gabb and/or Glendower Trust pursuant to a Permitted Transfer (as defined in Article 13.3.1).
Founders	Nigel Oakes, Alexander Nix and Alexander Oakes and Founder shall mean any one of them (as the context may require).
Founder Bad Leaver Price	is fair value, as determined pursuant to Articles 15.6 and 15.7.
Founder Cessation Date	has the meaning given to it in Article 16.4.1.
Founder Good Leaver	is a Founder Leaver who is not a Level 1 Bad Leaver, a Level 2 Bad Leaver, or a Level 3 Bad Leaver.
Founder Leaver	has the meaning given to it in Article 16.4.
Fully Paid	the nominal value and any premium to be paid to the Company in respect of a Share have been so paid or credited as paid.
Glendower Trust	the trustees from time to time of the Glendower Settlement who at the date of these Articles are R M Gabb, M A Gabb and M J Thompson.

Glendower Trust Director	any Director of the Company appointed pursuant to Article 11.1.
Good Leaver	a Leaver who is not a Bad Leaver.
Group Company	the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company as defined in section 1162 of the CA 2006 (and Group shall be construed accordingly).
Investor	the Glendower Trust Director.
Investor Approval	the prior written approval of the Glendower Trust Director.
Issue Price	the price per Share at which the relevant Shares are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) and, in the event that any Leaver or Founder Leaver or any Associate of any Leaver or Founder Leaver acquires Shares at different Issue Prices, the Issue Price in relation to the relevant Shares shall be the average of the different Issue Prices (calculated by reference to the number of Shares acquired at the relevant Issue Price).
Lead Founder	any person so designated in accordance with Article 11.5.
Lead Founder Approval	subject to Article 11.7, the prior written approval of the Lead Founder.
Leaver	has the meaning ascribed thereto in Article 16.3.
Level 1 Bad Leaver	<p>is a Founder Leaver whose employment is terminated as a result of being convicted of</p> <ol style="list-style-type: none"> 1. any criminal offence in the United Kingdom other than a motoring offence which does not result in imprisonment; or 2. any criminal behaviour outside of the United Kingdom constituting a criminal offence under English law punishable by a custodial sentence.
Level 2 Bad Leaver	is a Founder Leaver except for a Level 1 Bad Leaver whose employment is terminated by a Group Company in circumstances such that the Group Company would be entitled to dismiss him/ terminate his service agreement summarily.

Level 3 Bad Leaver	is a Founder Leaver other than a Level 1 Bad Leaver or a Level 2 Bad Leaver: <ol style="list-style-type: none"> 1. whose employment is terminated by a Group Company in circumstances other than where he is wrongfully dismissed by such Group Company; or 2. who ceases to be employed by a Group Company in circumstances where he has voluntarily resigned from his employment with such Group Company.
Mandatory Transfer Notice	has the meaning given to in Article 15.4.
Model Articles	the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.
Offer	has the meaning given to it in Article 17.3.
Ordinary Shares	the A Shares and B Shares.
Other Nominees	has the meaning given to in Article 15.8.
Permitted Transfer	the transfer of a Share as permitted under Article 14.
Prescribed Period	has the meaning given to in Article 15.5.2.
Priority Notice	has the meaning given to it in Article 16.5.1.
Priority Shares	has the meaning given to it in Article 16.5.2.
Proposed Transferee	has the meaning given to in Article 15.5.1.
Proxy Notice	a notice in writing given in accordance with Article 22.1.
Qualifying Person	as defined in section 318 CA 2006.
Relevant Loss	any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or any associated company.
Relevant Officer	any director or other officer of the Company or an associated company.
Sale Shares	has the meaning given to in Article 15.3.

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| Share | a share in the capital of the Company from time to time. |
| Shareholder | a person whose name is entered in the register of members of the Company as the holder of a Share. |
| Total Transfer Condition | has the meaning given to in Article 15.4. |
| Transfer Notice | has the meaning given to in Article 15.2. |
| Transferor | has the meaning given to in Article 15.2. |
| Transmittee | a person or persons entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law. |
- 1.2 Except as otherwise provided in these Articles, words and expressions defined in the Model Articles have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and do not affect the construction or interpretation of these Articles.
- 1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.4.1 any subordinate legislation from time to time made under it; and
- 1.4.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.5 A reference to **Clear Days** in respect of any specified notice period excludes the date on which the notice is given and the date on which the specified period expires.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.7 Companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.
- 1.8 The Model Articles apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 Articles 8, 9(1) and 9.3, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2) and (3), 44(2) and (3), 45(1), 49, 52 and 53 of the Model Articles do not apply to the Company.
- 1.10 Article 7 of the Model Articles is amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
- 1.10.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

- 1.11 Article 27(3) of the Model Articles is amended by the insertion of the words “, subject to Article 11 of these Articles,” after the word “But”.
- 1.12 Article 29 of the Model Articles is amended by the insertion of the words “or the name of any person nominated under article 28(2),” after the words “the transmittee’s name”.

2. Liability of Shareholders

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

DIRECTORS

3. Unanimous decisions

- 3.1 A decision of the Directors is taken in accordance with Article 3 when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 3.2 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 3.3 A decision may not be taken in accordance with Article 3 if the Eligible Directors would not have formed a quorum at a Directors’ meeting.

4. Calling a Directors’ meeting

- 4.1 Any director may call a Directors’ meeting by giving notice of the meeting to the Directors.

5. Quorum for Directors’ meetings

- 5.1 Except with Investor Approval and subject to Article 5.2, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors, provided that one such Eligible Director is the Glendower Trust Director (if any) (or a duly appointed alternate Director of such person).
- 5.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a Director’s Conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) will be one Eligible Director.
- 5.3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision except for the purposes of:
 - 5.3.1 appointing further Directors; or
 - 5.3.2 calling a general meeting so as to enable the shareholders to appoint further Directors.
- 5.4 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place and in the case of any meeting so adjourned, the Glendower Trust Director (if any) shall be present in order for such adjourned meeting to be quorate.

6. Casting vote

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting will not have a casting vote.

7. Transactions or other arrangements with the Company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) CA 2006 and declaring the nature and extent of his interest in accordance with the requirements of section 177 or 182 CA 2006 (as the case may be), a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise directly or indirectly interested;
- 7.2 is an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 may vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm will be entitled to remuneration for professional services as if he were not a Director;
- 7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.6 will not be accountable to the Company (except as he may otherwise agree) for any benefit which he, or a person connected with him (as defined in section 252 CA 2006), derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement will be liable to be avoided on the grounds of any such interest or benefit nor will the receipt of any such remuneration or other benefit constitute a breach of the director's duty under section 176 CA 2006.

8. Directors' conflicts of interest

- 8.1 The Directors may, as provided in Article 8, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 CA 2006 to avoid conflicts of interest (**Conflict**).
- 8.2 Any authorisation of a Conflict will be effective only if:
 - 8.2.1 the matter in question is proposed by any director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 8.2.2 any requirement as to quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 8.2.3 the matter is agreed to without the Director in question voting or would have been agreed to if his vote had not been counted.

- 8.3 Any authorisation of a Conflict may (whether at the time of giving the authorisation or subsequently):
- 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 8.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
 - 8.3.3 be terminated or varied by the Directors at any time.
- 8.4 Anything done by the Director in question in accordance with the terms of the authorisation will not be affected by its subsequent termination or variation.
- 8.5 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation, if it would amount to a breach of that confidence, to:
- 8.5.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 8.5.2 use or apply any such information in performing his duties as a Director of the Company.
- 8.6 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director in question:
- 8.6.1 is excluded from discussions (whether at meetings of Directors or otherwise) relating to the Conflict;
 - 8.6.2 is not given any documents or other information relating to the Conflict; and
 - 8.6.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 8.7 Where the Directors authorise a Conflict the Director in question:
- 8.7.1 will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 8.7.2 will not infringe any of the duties he owes to the Company by virtue of sections 171 to 177 CA 2006 if he acts in accordance with any terms, limits and conditions as the Directors impose in respect of its authorisation.
- 8.8 A Director is not required, by reason of being a Director (or because of his fiduciary duties as a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject, in each case, to any terms, limits or conditions attaching to that authorisation) and no contract will be liable to be avoided on such grounds.

9. Records of decisions to be kept

Where decisions of the Directors are taken by electronic means, they must be recorded by the Directors in permanent form, so that they may be read with the naked eye.

10. Number of Directors

Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) will not be subject to any maximum but must not be less than two.

11. Appointment of Directors

- 11.1 The Glendower Trust shall be entitled for so long as the Glendower Trust and Roger Gabb hold in aggregate not less than 10% of the issued share capital of the Company from time to time to appoint one Director in each Group Company and at any time to require the removal or substitution of any such Director so appointed and upon his removal to appoint another Director in his place, in each case subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed. At the date of these Articles, Roger Gabb is the first Glendower Trust Director, to which the Founders consent.
- 11.2 Any such appointment or removal as is referred to in Article 11.1 shall be made by notice in writing to the Company or the relevant Group Company signed by the Glendower Trust and served upon the Company at the registered office of the Company and such appointment(s) or removal(s) shall take effect immediately on the date on which the relevant notice is so served, provided Lead Founder Approval has been given.
- 11.3 Notwithstanding any provision of these Articles to the contrary, the Glendower Trust Director may appoint such person as he thinks fit to be his alternate director, such appointment to be subject to Lead Founder Approval and such approval not to be unreasonably withheld or delayed.
- 11.4 If a resolution to remove the Glendower Trust Director shall be moved at any general meeting of the Company, then (on a poll) those Shareholders who are present (whether in person or by corporate representative or proxy) and who vote against such resolution shall be deemed to have had, and to have exercised, such number of votes as will result in such resolution being defeated (and to that extent the relevant provisions in the Model Articles (as to the number of votes which may be cast on a poll) shall be deemed to have been amended accordingly).
- 11.5 For such time as any of the Founders continues in office as a Director of the Company, the Founders shall be entitled to designate one of their number as the Lead Founder. The first Lead Founder shall be Alexander Nix and he shall continue to act as the Lead Founder unless and until the Founders shall agree and notify the Investor otherwise or he ceases to be a Director of the Company.
- 11.6 Upon Alexander Nix ceasing to be a Director of the Company at a time when he is the Lead Founder he shall forthwith cease to be the Lead Founder and the remaining Founders shall agree and notify a new Lead Founder to the Investor and failing such notification Alexander Oakes shall be designated as the Lead Founder in substitution provided always that he is a Director of the Company at such time. If Alexander Oakes is not a Director of the Company at such time, Nigel Oakes shall be designated as the Lead Founder provided he is a Director of the Company.
- 11.7 In the event that at any time none of the Founders are also Directors of the Company, there shall be no Lead Founder and no requirement to obtain Lead Founder Approval and all references to Lead Founder or Lead Founder Approval or any requirement to obtain the consent of the Lead Founder shall cease to have any effect whatsoever in these Articles.

- 11.8 Investor Approval and Lead Founder Approval shall be required in relation to the appointment of the chairman of the Company and each other Group Company and in relation to the removal of any such person from office.
- 11.9 The Directors shall have power at any time, and from time to time, to appoint any person (willing to act) to be a Director, either to fill a casual vacancy or as an additional Director.
- 11.10 The Company may by ordinary resolution appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director.
- 11.11 No Director shall be required to vacate his office as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.
- 11.12 In addition to the circumstances provided in Article 18 of the Model Articles, the office of a Director shall also be vacated if:
 - 11.12.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
 - 11.12.2 in the case of a person who is also an employee of the Company or another Group Company, he ceases to be such an employee and the Directors resolve that his office be vacated; or
 - 11.12.3 (other than in the case of the Glendower Trust Director and subject to article 11.8) all the other Directors unanimously resolve that his office be vacated.
- 11.13 Where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmittor of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) has the right, by notice in writing, to appoint a natural person (including a Transmittor who is a natural person), who is willing to act and is permitted to do so, to be a director. In circumstances where it is uncertain which Shareholder was the last to die, the younger Shareholder is deemed to have survived an older Shareholder.

SHARES

12. General provisions relating to Shares

- 12.1 All Shares will be issued Fully Paid.
- 12.2 Subject to these Articles, but without prejudice to the rights attached to any existing Shares, the Company has the power to issue Shares with such right or restrictions as may be determined by ordinary resolution.
- 12.3 The A Shares and the B Shares will constitute separate classes of Shares but, except as otherwise expressly provided in these Articles, will rank equally in all respects. If at any time the Company has only one class of Shares in issue, or only a single Shareholder who holds all of the Ordinary Shares in issue, these Articles will be read as if they do not include reference to different classes of Shares, and nothing in these Articles will then require the presence at board meetings or the participation in board decisions of a Director appointed by the Shareholders of a class of Shares which is no longer in issue or require the presence at general meetings of the Shareholders of different classes of Shares or of a class of Shares which is no longer in issue.
- 12.4 The Company may issue Shares which are to be redeemed, or are liable to be redeemed only if the issue of such Shares and the terms, conditions and manner

of their redemption are approved by special resolution and any additional requirements relating to the passing of such resolution are complied with.

- 12.5 Except as required by law and except as otherwise provided by these Articles, no person is to be recognised by the Company as holding any Share upon any trust and the Company is not in any way to be bound by or recognise any interest in a Share other than a Shareholder's absolute ownership of it and all the rights attaching to it.
- 12.6 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 12.7 Every certificate must specify:
 - 12.7.1 in respect of how many Shares and of what class, it is issued;
 - 12.7.2 the nominal value of those Shares;
 - 12.7.3 that the Shares are Fully Paid; and
 - 12.7.4 any distinguishing numbers assigned to them.
- 12.8 No certificate may be issued in respect of Shares of more than one class. Certificates must be executed by the Company in accordance with CA 2006.
- 12.9 If more than one person holds a Share, only one certificate may be issued in respect of it and delivery to one joint Shareholder will be a sufficient delivery to all of them.
- 12.10 If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares. A Shareholder exercising the right to be issued with such a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates and (if it is damaged or defaced) must return the certificate which is to be replaced to the Company, and must comply with such conditions as to evidence and indemnity as the Directors decide.
- 12.11 Except as otherwise provided by CA 2006 and this Article 12.11 in relation to meetings or resolutions of Shareholders of a class of Shares (including, without limitation, meetings or resolutions to consider the variation of class rights), the provisions of these Articles relating to general meetings and written resolutions will apply, with any necessary modifications, to any separate general meeting or written resolution of the Shareholders of the Shares of any class required to take place by CA 2006 or these Articles, except that the necessary quorum at any such meeting (other than a meeting to consider the variation of class rights) will be one Shareholder holding Shares of the relevant class present in person or by proxy and any Shareholder may request a class meeting.

TRANSFER OF SHARES

13. Share transfers - general provisions

- 13.1 The instrument of transfer of a Share may be in any usual form or any other form which the Directors may approve and shall be executed by or on behalf of the transferor (but shall not require to be executed by or on behalf of the transferee unless any Share to which it relates is not fully paid). The transferor shall remain the Shareholder of the Shares concerned until the name of the transferee is entered in the register of members in respect thereof.

- 13.2 The Directors may refuse to register the transfer of any Share:
- 13.2.1 which is not fully paid, to a person of whom they do not approve;
 - 13.2.2 on which the Company has a lien;
 - 13.2.3 unless:
 - 13.2.3.1 it is lodged at the Office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - 13.2.3.2 it is in respect of only one class of Shares; and
 - 13.2.3.3 it is in favour of not more than four transferees;
 - 13.2.4 to an individual who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.
- 13.3 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:
- 13.3.1 a transfer permitted under Article 14 (a **Permitted Transfer**); or
 - 13.3.2 a transfer made in accordance with and permitted under Article 15.
- 13.4 Subject as provided in Articles 13.2 and 13.5 or as required by law, the Directors shall register any such transfer as is referred to in Articles 13.3.1 or 13.3.2.
- 13.5 If, in relation to a transfer of a Share, the transferor thereof as a party to any agreement between the Company and some or all of its Shareholders (being an agreement additional to these Articles) or in the event of an allotment of a new Share to a person who is not a Shareholder then the Directors may or, if the Investor so requires, shall:
- 13.5.1 require the transferee or allottee of such Share (as the case may be) to enter into a written undertaking (in such form as the Directors may with Investor Approval prescribe) to be bound (to the same extent as the transferor or to such other extent as the Directors and / or the Investor may reasonably stipulate) by the provisions of such agreement; and
 - 13.5.2 decline to register the transfer or allotment of such Share unless and until the transferee has entered into such written undertaking.

14. Permitted share transfers

- 14.1 Subject to Article 13, Article 14.2 and (subject as provided in Article 14.1.5) to Article 17.2, a Shareholder shall be permitted to transfer the legal title to and/or beneficial ownership of a Share:
- 14.1.1 if the Shareholder is a company, to any holding company or subsidiary of that Shareholder or to any other subsidiary of any such Shareholder's holding company, subject to receiving Lead Founder Approval, such approval not to be unreasonably withheld or delayed; or
 - 14.1.2 to a person who is the beneficial owner of such Share or (in the case of the legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner provided that such person has not become the beneficial owner thereof other than in accordance with the provisions of these Articles; or

- 14.1.3 if the Shareholder is an individual, to an Associate (within the meaning of paragraphs (a) and (b) of the definition of **Associate** contained in Article 17.1.3) of such Shareholder provided that no Shares may be transferred by a Shareholder pursuant to this Article 14.1.3 (other than an Exempt Shareholder) if and to the extent that as a result the number of Shares transferred by such Shareholder pursuant to this Article 14.1.3 (when aggregated with any previous transfer hereunder) would amount to more than 50% of the aggregate number of Shares held by such Shareholder when he was first registered as a Shareholder, subject to receiving Investor Approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the proviso to this Article 14.1.3 shall not apply to an Exempt Shareholder; or
- 14.1.4 to a Buyer pursuant to the provisions of Article 17 (including, without limitation, Articles 17.6 and 17.7) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or will duly acquire a Controlling Interest and the provisions of Article 17 have been complied with; or
- 14.1.5 where a Priority Notice (as defined in Article 16.5) has been given, to any prospective transferees specified in such notice and, where Shares have been transferred to Custodians (as also referred to in Article 16.5), on any subsequent transfer by them of all or any such Shares made in accordance with Article 16.5.3; or
- 14.1.6 with the prior written consent of the Shareholders of not less than 95% (by number) of the aggregate number of Shares for the relevant time being in issue; or
- 14.1.7 if the Shareholder is the Glendower Trust to any beneficiary of the Glendower Settlement or if there is a change of trustees of the Glendower Settlement to the new trustees of the Glendower Settlement or to Roger Gabb or any Associate (within the meaning of paragraphs (a) and (b) of the definition of **Associate** contained in Article 17.1.3) of Roger Gabb; or
- 14.1.8 if the Shareholder is Roger Gabb to the Glendower Trust; or
- 14.1.9 if a person has become entitled to Shares in consequence of the death or bankruptcy of Roger Gabb then that person or Shareholder may transfer those Shares to Glendower Trust or to any beneficiary of the Glendower Settlement or to any Associate (within the meaning of paragraphs (a) and (b) of the definition of **Associate** contained in Article 17.1.3) of Roger Gabb.
- 14.2 Except with such consent as is referred to in Article 14.1.6, no Shareholder may transfer or otherwise dispose of any Share or any interest therein pursuant to Article 14.1.1 or 14.1.2 or 14.1.3 at a time when the same is the subject of a Transfer Notice (as defined in Article 15.2) or a Mandatory Transfer Notice (as defined in Article 15.4).

15. Share transfers: pre-emption provisions

- 15.1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall be subject to the provisions contained in these Articles and any

such transfer or other disposal made otherwise than in accordance with such provisions shall be void.

- 15.2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the **Transferor**) shall give notice in writing (a **Transfer Notice**) to the Company specifying the Shares, interest and/or rights of which the Transferor wishes to dispose. The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant Shares.
- 15.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to the Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the **Sale Shares**) at the Sale Price as hereinafter referred to in accordance with the provisions of this Article. A Transfer Notice shall not be revocable except with the consent of the Directors.
- 15.4 Except in the case of a Transfer Notice which a Shareholder is required to give or is deemed to have given pursuant to Article 16 (a **Mandatory Transfer Notice**), a Transfer Notice may include a condition (a **Total Transfer Condition**) that if all the Sale Shares (of whatever class) are not sold to Approved Transferees (as hereinafter defined), then none shall be so sold.
- 15.5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares:
 - 15.5.1 (if applicable) the name or names of a person or persons (such person or persons being hereinafter referred to as the **Proposed Transferee**) to whom the Sale Shares (or an interest or right in or arising therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees; and
 - 15.5.2 the entire consideration per Share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire consideration). In such event, subject to the Directors being reasonably satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Price and the **Prescribed Period** (as hereinafter referred to) shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter.
- 15.6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in Article 15.5 relating to consideration or where the Directors are not satisfied that the consideration stated is a bona fide consideration within the terms of Article 15.5 and subject always to the provisions of Articles 16.3 and 16.4:
 - 15.6.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the Directors may, prior to the expiry of such period of 30 days,

determine to allow for this purpose) the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter; or

- 15.6.2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report to the Directors the sum per Share considered by them to be the fair value of the Sale Shares and (subject always to the provisions of Articles 16.3 and 16.4) the sum per Share so determined and reported shall be the Sale Price and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire 60 days thereafter.
- 15.7 For the purposes of Article 15.6, the auditors shall act as experts and not as arbitrators and (except only for manifest error) their determination shall be final and binding upon the Company and all Shareholders. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is the same as, or substantially the same as, that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor. For the purposes of Article 15.6 and this Article, the fair value of Sale Shares shall be the market value thereof as at the date when the relevant Transfer Notice or Mandatory Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arms' length but with no discount being made by reason of such Shares (if such be the case) constituting a minority holding (and the auditors shall be instructed accordingly).
- 15.8 Subject as provided in Articles 15.9 and 16.5, Sale Shares shall be offered for sale to all the Shareholders of the Company for the relevant time being holding Ordinary Shares but so that Sale Shares may also be offered to such person or persons (if any) as the Directors (with Investor Approval) think fit (**Other Nominees**) provided that any such offer is made upon the condition that such Sale Shares shall only be available for purchase by such person or persons if and to the extent that such Shares are not acquired by Shareholders following acceptance of such offer as is referred to above.
- 15.9 The Company shall not be required to, and shall not, offer any Sale Shares to the Transferor, any Associate of the Transferor or any person who remains a Shareholder but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in Article 15.8 is made. In addition, if during the period between the date on which any such offer is made and (following the acceptance of such offer by a Shareholder) the sale of Sale Shares to such Shareholder is completed, such Shareholder is deemed to have given a Mandatory Transfer Notice then such Shareholder shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price and as if such price had been determined on the date on which the Mandatory Transfer Notice is deemed to have been given).
- 15.10 Any such offer as is required to be made by the Company pursuant to Article 15.8 shall limit a time (not being less than 14 days or more than 21 days) after such

offer is made within which it must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares which is in excess of that offered then the number of Sale Shares shall be allocated amongst those who have accepted the same in proportion to the number of Ordinary Shares held by each acceptor (or in the case of Other Nominees on such basis as the Directors (with Investor Approval) shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article 15.10 shall continue to apply mutatis mutandis until all Shares which any such acceptor would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly.

- 15.11 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to Article 15.8 shall be unconditional.
- 15.12 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions of this Article 15 or the provisions of Article 16.5, find Shareholders or Other Nominees (**Approved Transferees**) to purchase some or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all the Sale Shares, it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than ten days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 15.13 If a Transferor shall (except only for the reason that an Approved Transferee does not duly pay the Sale Price) fail duly to transfer (or complete the transfer of) any Sale Shares to an Approved Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and (notwithstanding (if such is the case) that the Transferor has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) cause such Approved Transferee to be registered as the Shareholder of such Shares. The transfer and the receipt of the Company for the purchase money shall constitute a good title to the Sale Shares and the receipt shall be a good discharge to the Approved Transferee who shall not be bound to see to the application of the purchase money and whose title to the Sale Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article.
- 15.14
- 15.14.1 If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contains a Total Transfer Condition, all, of the Sale Shares, it shall, as soon as practicable following such expiry, give notice in writing thereof to the Transferor and the Transferor at any time thereafter up to the expiration of 60 days from the date of such notice, shall (subject as provided below) be at liberty to transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale

Shares (as the case may be) to the Proposed Transferee or, where the Transfer Notice did not contain details of a Proposed Transferee (including, for the avoidance of doubt, in the case of a Mandatory Transfer Notice), to any one person on a bona fide sale at any price not being less than the Sale Price. The Directors may require the Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and if not so satisfied may refuse to register the instrument of transfer and/ or serve a Disenfranchisement Notice with the effect set out in Article 15.6.2 in respect of such Shares as shall have been so sold.

- 15.14.2 The provisions of Article 15.14.1 shall not apply to any Sale Shares which so became by virtue of the Shareholder thereof having been deemed to have given a Mandatory Transfer Notice in respect thereof. In such event, such Shareholder shall not be permitted to transfer all or any of the same as provided in Article 15.14.1 above (and, accordingly, the provisions in Article 15 shall apply if such Shareholder subsequently determines to seek to transfer the same).
- 15.14.3 Any Share required to be transferred by a Transferor to an Approved Transferee pursuant to this Article shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such Share, may set off such amount against the Sale Price payable).

16. Share transfers: mandatory transfer notices

- 16.1 If any person shall purport to transfer or otherwise dispose of any Share or any interest in or right arising from any Share otherwise than as permitted under Article 14.1 or in accordance with the provisions of these Articles, such person and any Associate of such person who is a Shareholder shall, unless and to the extent (if any) that the Directors otherwise determine at the relevant time, be deemed to have given, on the date on which the Directors give notice to such person that they have become aware of the purported transfer or other disposal (or on the date (if any) specified in such notice), a Transfer Notice in respect of all Shares of which such person and any such Associate of such person is then the Shareholder.
- 16.2 If any person:
 - 16.2.1 becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Shareholder (other than a person who becomes entitled to Shares in consequence of the death or bankruptcy of Roger Gabb) then (unless a transfer to such person would be a Permitted Transfer or the Directors and the Investor determines otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on the date on which the Directors become aware that such entitlement has arisen in respect of all Shares held by the Shareholder and any Associate(s) of

such Shareholder or such later date as is provided in Article 16.2.2 in relation to a Founder; or

- 16.2.2 becomes entitled to Shares in consequence of the death of a Founder, a Transfer Notice shall not be deemed to have been given and the giving of the Transfer Notice may be delayed by up to 12 calendar months after the death of the relevant Founder provided always that (a) during such period prior to the Transfer Notice being served the relevant Shares shall not confer any right to attend, speak or vote at any general meeting of the Company or any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting; (b) during such period prior to the Transfer Notice being served the Shares so held shall be disregarded for the purpose of determining to whom Shares shall be offered and the proportion of Shares to be offered pursuant to Article 15; and (c) a Transfer Notice shall be deemed to have been given in respect of any such Shares on the day which falls 12 calendar months after the death of the relevant Founder.

- 16.3 Except in respect of any Founder or the Glendower Trust Director or an Exempt Shareholder, if at any time any Director or employee of or consultant to any Group Company shall cease (for whatever reason including (without limitation) death, bankruptcy or liquidation) to be such a Director or employee or consultant (a **Leaver**) and such person and/ or any Associate(s) of such person shall be the Shareholder of any Shares, then the Shares held by the Leaver and his associates shall be subject to the following:

- 16.3.1 the date on which the Leaver ceases to be a Director of or an employee of or a consultant to a Group Company shall be the **Cessation Date** for the purposes of these Articles, provided always that where a Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy (as the case may be) then if the Directors shall so notify the Leaver in writing, the Cessation Date shall be deemed to be the date of service of such notice;
- 16.3.2 there shall be deemed to have been given on the Cessation Date (or such later date (if any) as the Directors may determine and notify in writing to the person concerned) a Transfer Notice in respect of all Shares then held and/ or beneficially owned by the Leaver and any Associate(s) of the Leaver;
- 16.3.3 if the Leaver is a Bad Leaver the Sale Price of all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;
- 16.3.4 if the Leaver is not a Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the part value of such Shares as agreed or determined pursuant to Articles 15.6 and 15.7; and
- 16.3.5 if at any time a former director or former employee of or former consultant to any Group Company shall, after ceasing to be such a director, employee or consultant, acquire (or any associate of his shall acquire) any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of Article 16.3.1 above shall apply as if reference in

Article 16.3.1 to **Cessation Date** were reference to the date on which he acquires such Shares.

- 16.4 If at any time any Founder shall cease (for whatever reason including (without limitation) bankruptcy but not including death) to be a Director or employee or consultant of any Group Company (a **Founder Leaver**) and such person and/ or any Associate(s) of such person shall be the Shareholder of any Shares, then the Shares held by the Founder Leaver and his Associates shall be subject to the following:
- 16.4.1 the date on which the Founder Leaver ceases to be a Director of or an employee of or a consultant to a Group Company shall be the **Founder Cessation Date** for the purposes of these Articles, provided always that where a Founder Leaver who is an employee of or a consultant to a Group Company ceases to be an employee or consultant in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment or consultancy (as the case may be) then, if the Investor so notifies the Company and the Founder Leaver in writing, the Founder Cessation Date shall be deemed to be the date of service of such notice;
 - 16.4.2 except as provided by Articles 16.4.5 and 16.4.6 there shall be deemed to have been given on the Founder Cessation Date a Transfer Notice in respect of all Shares then held and/or beneficially owned by the Founder Leaver and any Associate(s) of the Founder Leaver;
 - 16.4.3 (unless and to the extent that the Investor agrees otherwise with the Founder Leaver) if the Founder Leaver is a Level 1 Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the Bad Leaver Price;
 - 16.4.4 (unless and to the extent that the Investor agrees otherwise with the Founder Leaver) if the Founder Leaver is a Level 2 Bad Leaver, then the Sale Price for all the Shares the subject of the Transfer Notice shall be the Founder Bad Leaver Price;
 - 16.4.5 (unless and to the extent that the Investor agrees otherwise with the Founder Leaver) if the Founder Leaver is a Level 3 Bad Leaver, then:
 - 16.4.5.1 the Sale Price for all the Shares the subject of the Transfer Notice shall be the Founder Bad Leaver Price;
 - 16.4.5.2 the Transfer Notice shall not be deemed to have been given on the Founder Cessation Date and the giving of the Transfer Notice by such Founder Leaver may be delayed by up to six calendar months after the Founder Cessation Date at the option of the Founder Leaver;
 - 16.4.5.3 from the Founder Cessation Date the Shares held by the Founder Leaver and any Associate(s), shall during such period prior to the service of a Transfer Notice in respect thereof no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting and the Shares shall be disregarded for the purpose of determining to whom Shares

shall be offered and the proportion of Shares to be offered pursuant to Article 15; and

16.4.5.4 provided always that a Transfer Notice shall be deemed to have been given in respect of any Shares which are held by the Founder Leaver and any Associate(s) on the day which falls six calendar months after the Founder Cessation Date; and

16.4.6 if the Founder Leaver is a Founder Good Leaver, no Transfer Notice shall be deemed to have been given in respect of any Shares held by him and any Associate(s).

16.5

16.5.1 If any Transfer Notice is deemed to be given pursuant to Articles 16.3 or 16.4, the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares to which such Transfer Notice relates) to each Shareholder. If within 21 days of the giving of such notice by the Company the Board requires by written notice to the Company (a **Priority Notice**) that all or any Shares to which such Transfer Notice relates should be made or kept available either for any person or persons who is or are (an) existing director(s) and/ or employee(s) of a Group Company or a person or persons (whether or not then ascertained) whom in the opinion of the Board it will be necessary or expedient to appoint as (a) director(s) and/or employee(s) of a Group Company whether or not in place of the person by whom the relevant Transfer Notice was deemed to be given then the provisions of Article 16.5.2 shall apply.

16.5.2 If a Priority Notice is given, then, in relation to the Shares the subject thereof (the **Priority Shares**), the provisions of Article 15.8 shall not apply and the Priority Shares shall either:

16.5.2.1 be offered to the person(s) (and, in the case of more than one, in the proportions) specified in the Priority Notice (conditional, in the case of any prospective director and/ or employee upon his taking up his proposed appointment with a Group Company (if not then taken up)); or

16.5.2.2 if the relevant Priority Notice so requires, be offered to not less than two persons designated by the Directors (**Custodians**) to be held (in the event of their acquiring the Priority Shares) on and subject to the terms referred to in Article 16.5.3.

16.5.3 If Custodians become the Shareholders of Priority Shares, then (unless and to the extent that the Directors with Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:

16.5.3.1 they may exercise the voting rights (if any) for the time being attaching to such Shares as they think fit;

16.5.3.2 they shall not encumber the same;

16.5.3.3 they will (subject as provided in Article 16.5.4) transfer the legal title to such Shares and all such other interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as

the Directors may from time to time direct by notice in writing to the Custodians provided that the Custodians may not be required to enter into any agreement or otherwise take any action if and to the extent that they would or might incur any personal liability (whether actual or contingent) or suffer any personal loss; and

- 16.5.3.4 if an offer is made to them for the Priority Shares (whether as part of a general offer or otherwise) then they shall seek instructions from the Directors as to what (if any) actions they should take with regard thereto but, absent instructions from the Directors within 21 days of seeking the same, the Custodians may accept or decline to accept such offer, as they think fit.
- 16.5.4 The Directors may not direct the Custodians to transfer all or any Priority Shares other than to a person who is an existing director and/or employee of a Group Company or who has agreed (subject only to Priority Shares being transferred to him) to accept appointment as such a director and/ or employee.
- 16.6 If a corporation which is a Shareholder and/ or beneficial owner of any Share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Shareholder of the Company, it shall, within seven days of such cessation of control, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held and / or beneficially owned by such corporation and any Associate(s) of such corporation. For the purposes of this Article 16.6 **control** shall have the same meaning as in section 416 Income and Corporation Taxes Act 1988.
- 16.7 If a person in whose favour a Permitted Transfer was made pursuant to Article 14.1.3 shall cease to be an Associate of the person by whom such transfer was made then he shall, within seven days of such cessation, give notice in writing to the Company of that fact and unless the Directors determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the Directors become aware of such cessation (however they become so aware) a Transfer Notice in respect of all Shares held by such person (as is first-mentioned in this Article 16.7) and any Associate(s) of such person.
- 16.8 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to have been given under any provision of Article 15 or this Article 16, the Directors may from time to time require any Shareholder or the personal representatives of any deceased Shareholder or any person named as transferee in any transfer lodged for registration or any person who was, is or may be an Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice or on such future date as may be specified therein be deemed to have been given by the Shareholders of those Shares and/ or their Associates in respect of all or any of such Shares. Failing such information or

evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled:

- 16.8.1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing to the Shareholder(s) of the relevant Shares that a Transfer Notice be given in respect of all such Shares (and such notice may stipulate that if a Transfer Notice is not given within a specified period then, upon the expiry of such period, a Mandatory Transfer Notice shall be deemed to have been given in respect of all the relevant Shares); and/ or
- 16.8.2 to give to the Shareholder(s) of the Shares in question a notice (a **Disenfranchisement Notice**) stating that such Shares shall as from the date of such notice no longer confer any right (a) to attend, speak or vote at any general meeting of the Company or at any class meeting or to sign a resolution in writing having the same effect as a resolution passed at a general meeting or to exercise any other rights conferred by membership in relation to any such meeting; or (b) to receive or be entitled to receive any dividend or other distribution, until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly.
- 16.9 A Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not (unless prior written consent from the Directors is obtained) be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of any of Articles 13, 14 or 15 or this Article 16 to the extent such matter relates to any Shares held by such Director or any Associate of such Director or in which such Director is otherwise interested.
- 16.10 In any case, where a Mandatory Transfer Notice has been deemed to have been given by a Shareholder, such Shareholder shall, upon demand by the Company, deliver up to and lodge with the Company the share certificate(s) in respect of the relevant Shares.

17. Transfer of a Controlling Interest

- 17.1 For the purposes of this Article:
 - 17.1.1 the expression **Buyer** means any one person (whether or not an existing Shareholder of the Company) but so that any Associate of any such person shall be deemed to be included in such person;
 - 17.1.2 the expression **acquire** means to be or become the legal or beneficial owner of any Share (or the right to exercise the votes attaching to any Share), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not;
 - 17.1.3 the expression **Associate** means:
 - 17.1.3.1 the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of the relevant person;
 - 17.1.3.2 the trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/ or any other Associate of the relevant person is or is capable of being a beneficiary;

- 17.1.3.3 any nominee or bare trustee for the relevant person or for any other Associate of the relevant person;
- 17.1.3.4 if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
- 17.1.3.5 any person with whom the relevant person or any associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988; and
- 17.1.3.6 any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Takeovers and Mergers as for the relevant time being current); and
- 17.1.4 the expression a **Controlling Interest** means Shares (or the right to exercise the votes attaching to Shares) which confer in the aggregate 50% or more of the total voting rights conferred by all the Shares for the relevant time being in issue and conferring the right to vote at all general meetings.
- 17.2 Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall transfer, any Shares (or any interest therein) and the Directors shall refuse to register the transfer of such Shares if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) would acquire a Controlling Interest in the Company (otherwise than pursuant to a Permitted Transfer) unless and until the Buyer has first made offers in accordance with Articles 17.3 and 17.4 to all the Shareholders of all Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a Shareholder) to purchase from them their entire holdings of Shares in the capital of the Company.
- 17.3 Each such offer as is referred to in Article 17.2 (an **Offer**) must, in respect of each class of the Company's share capital, provide for the consideration per Share to be not less than the highest consideration given or agreed to be given by the Buyer for Shares of that class during the period when the Offer remains open for acceptance or within 12 months prior to its commencement (the **relevant period**). For these purposes, **highest consideration** means:
 - 17.3.1 if only cash is offered under the Offer, or if the Buyer has acquired any Shares of that class for cash in the relevant period, the highest amount of cash per Share thus offered or paid;
 - 17.3.2 if, in the absence of this Article, a non-cash consideration with a cash alternative would be offered under the Offer, or if the Buyer has acquired any Shares of that class for cash in the relevant period, the highest amount of cash per Share thus offered or paid;
 - 17.3.3 if, in the absence of this Article, a non-cash consideration with no cash alternative would be offered under the Offer, but the Buyer has acquired any Shares of that class for cash in the relevant period, the highest amount of cash per Share thus paid; and

- 17.3.4 if, in the absence of this Article, a non-cash consideration with no cash alternative would be offered under the Offer, and the Buyer has not acquired any Shares of that class for cash in the relevant period, the highest non-cash consideration per Share thus offered.
- 17.4 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not except with Investor Approval contain any requirement for either the Investor or an Exempt Shareholder to give any representation, warranties or undertakings other than as to its capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition except only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made.
- 17.5 If within 60 days of the making of an Offer the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made and the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made a further Offer.
- 17.6 If a Buyer receives (within the period of 60 days referred to in Article 17.5) acceptances of an Offer which will result in the Buyer together with its Associates owning not less than 50% of all the issued Ordinary Shares then the Buyer may extend the Offer and give written notice to those Shareholders who have not accepted the Offer requiring them so to do in which event each of such non-accepting Shareholders shall upon the giving of such notice:
- 17.6.1 be deemed to have accepted the same in respect of all Shares held by him in accordance with the terms of the Offer; and
- 17.6.2 become obliged to deliver up to the Buyer an executed transfer of such Shares and the certificate(s) in respect of the same.
- 17.7 If any such non-accepting Shareholder as is referred to in Article 17.6 shall not, within 14 days of becoming required to do so, execute transfers in respect of the Shares held by such Shareholder, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer(s) and the Company may receive the purchase money in trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the Shareholder(s) of such Shares. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article.
- 17.8 In calculating the price at which an Offer is required to be made for the purposes of this Article there shall be brought into account any other consideration (in cash or otherwise) received or receivable by any Shareholder or former Shareholder (or any Associate of such Shareholder or former Shareholder) which, having regard to the substance of the relevant transaction as a whole, can reasonably be regarded as part of the consideration paid (or provided) or payable (or to be provided) for the Shares in question.

- 17.9 For the purpose of ensuring:
- 17.9.1 that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this Article (and to that end for the purpose of determining whether one person is an Associate of another); or
 - 17.9.2 that a price offered or proposed to be offered for any Shares is in accordance with Article 17.3,

the Directors or the Investor may from time to time require any Shareholder to furnish to the Company or to the Investor such information and evidence as the Directors or the Investor may reasonably think fit regarding any matter which they may deem relevant for such purposes.

ALLOTMENT OF SHARES AND PRE-EMPTION RIGHTS

18. Further issues of shares: authority

- 18.1 Except as authorised by these Articles, or authorised from time to time by an ordinary resolution of the Shareholders or by a written resolution in accordance with section 282(2) CA 2006, the Directors must not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company.
- 18.2 Subject to the remaining provisions of Article 18 and to Article 19, the Directors are generally and unconditionally authorised, for the purpose of section 551 CA 2006 to exercise any power of the Company to offer or allot, grant rights to subscribe for or to convert any security into or otherwise deal in, or dispose of, any Shares to any person, at any time and subject to any terms and conditions as the Directors think fit.
- 18.3 The authority referred to in Article 18.2:
 - 18.3.1 is limited to an aggregate maximum nominal amount of £16,303.60 (sixteen thousand three hundred and three pounds and sixty pence) comprising of 152,668 A Shares and 10,368 B Shares;
 - 18.3.2 will only apply, insofar as the Company has not renewed, waived or revoked it by ordinary resolution or by a written resolution in accordance with section 282(2) CA 2006; and
 - 18.3.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, but nothing in this Article 18.3.3 prevents the Directors from making an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority and the Directors may allot Shares pursuant to such an offer or agreement as if the authority had not expired).

19. Further issues of shares: pre-emption rights

- 19.1 Sections 561 and 562 of CA 2006 do not apply to an allotment of equity securities made by the Company.
- 19.2 Unless otherwise agreed by special resolution, or by written resolution passed in accordance with section 283(2) CA 2006, the Company must not allot any equity securities to any person unless it has first offered them to all Shareholders on the date of the offer, on the same terms and at the same price as those equity securities are proposed to be offered to other persons, equally and in proportion to the number of Shares held by those Shareholders (as nearly as possible without involving fractions). The offer:

- 19.2.1 must be in writing and remain open for acceptance for a period of 15 Business Days from the date of the offer and must give details of the number and subscription price of the relevant equity securities; and
- 19.2.2 may stipulate that any Shareholder who wishes to subscribe for a *number of equity securities in excess of the proportion to which he is entitled must, in his acceptance, state the number of excess equity securities for which he wishes to subscribe.*
- 19.3 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 19.2 will be used for satisfying any requests for excess equity securities made pursuant to Article 19.2. *If there are insufficient excess equity securities to satisfy such requests, they will be allotted to the applicants in proportion to the number of Shares held by the applicants immediately before the offer was made to the Shareholders (as nearly as possible without involving fractions or increasing the number of excess equity securities allotted to any shareholder beyond that applied for by him).* After that allotment, any excess equity securities remaining will be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 19.4 Any Shares allotted pursuant to the authority referred to in Article 18.2 are not *subject to the provisions of Articles 19.2 and 19.3.*
- 19.5 Subject to Articles 19.2, 19.3 and 19.4 and to section 551 CA 2006, any equity securities will 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 the terms and conditions they think proper.

20. Quorum for general meetings

- 20.1 No meeting of the Shareholders shall be quorate unless those Shareholders present include (whether in person or by a duly authorised representative or a proxy) the holders of not less than 50% of the Shares for the time being in issue, including the Investor.
- 20.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place and in the case of any meeting so adjourned the Glendower Trust Director *(if any) shall be present in order for such adjourned meeting to be quorate.*

21. Poll votes

- 21.1 A poll may be demanded at any general meeting by any Qualifying Person present and entitled to vote at the meeting.
- 21.2 A demand for a poll may be withdrawn if:
 - 21.2.1 the poll has not yet been taken; and
 - 21.2.2 the chairman of the meeting consents to the withdrawal.
- 21.3 A demand withdrawn as prescribed in Article 21.2 will not invalidate the result of a show of hands declared before the demand was made.

22. Proxies

- 22.1 Proxies may only validly be appointed by a Proxy Notice in writing which:
 - 22.1.1 states the name and address of the Shareholder appointing the proxy;

- 22.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 22.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authorised in such manner as the Directors may determine; and
 - 22.1.4 is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate. In calculating the period specified in this Article 22.1.4 there will be disregarded any day or part of a day which is not a Business Day.
- 22.2 A Proxy Notice which is not delivered as provided by Article 22.1 will be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.

LIEN AND FORFEITURE

23. Lien

- 23.1 The Company shall have a first and paramount lien on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the Shareholder of such Share (or any Associate of such Shareholder) to the Company or any other Group Company. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it.
- 23.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 Clear Days after notice in writing has been given to the Shareholder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the Shareholder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of Article 15 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer Notice shall be deemed to have been given upon the expiry of such period of 14 Clear Days as is above referred to).

24. Forfeiture

The provisions of Article 15 shall apply in relation to any proposed sale, transfer or other disposal of a Share (on the basis that a Mandatory Transfer Notice in respect of such Share shall be deemed to be given on such date as the Directors determine for this purpose).

ADMINISTRATIVE ARRANGEMENTS

25. Means of communication to be used

- 25.1 Any notice, document or other information will be deemed served on or delivered to the intended recipient:
 - 25.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted, or five Business Days after posting either to a postal address outside the United Kingdom or from outside the United Kingdom to a postal address within the United Kingdom, if (in each case) sent by reputable international courier addressed to the intended recipient;

- 25.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 25.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; or
- 25.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 25.2 For the purposes of calculating any period referred to in Article 25 there will be disregarded any part of a day which is not a Business Day.
- 25.3 In proving that any notice, document or other information was properly addressed, it will be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006.

26. Company seal

- 26.1 The Company is not obliged to have a common seal but if it does the common seal may only be used by the authority of the Directors.
- 26.2 The Directors may decide by what means and in what form any common seal is to be used.
- 26.3 Unless otherwise decided by the Directors, if any common seal 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.
- 26.4 For the purposes of Article 26, an authorised person:
 - 26.4.1 is any Director; or
 - 26.4.2 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

27. Director's remuneration

A Director may be paid such remuneration (whether by way of salary, commission, participation in profits or otherwise) in such manner as the Board or any committee authorised by the Board may decide.

28. Indemnity

- 28.1 Subject to, and to the extent not avoided by, the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled:
 - 28.1.1 every Director, secretary or other officer of the Company other than an auditor may be indemnified out of the assets of the Company to the extent the Directors may determine against any costs) charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or *purported exercise of his powers or otherwise in connection with his office*, whether or not such liability attaches to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
 - 28.1.2 the Directors shall have power to provide funds to meet any expenditure incurred or to be incurred by any Director, secretary or other officer of the Company other than an auditor in defending any criminal or civil proceeding in which he is involved by reason of his office, or in

connection with any application under the Act, or in order to enable him to avoid incurring such expenditure; and

- 28.1.3 every auditor of the Company may be indemnified out of the assets of the Company to the extent the Directors may determine against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company.
- 28.2 The Directors shall have power to purchase and maintain for any Director, secretary, auditor or other officer of the Company, or of any subsidiary undertaking of the Company, insurance against any such liability as is referred to in section 309(1) of the Act.
- 28.3 Subject to the provisions of the Act, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/ or maintain for or for the benefit of any Directors provided that for the purposes of this Article 28.3 insurance shall mean only insurance against the costs, charges, expenses, losses and liabilities incurred by a Director as are referred to in Article 28.2 or any other insurance which the Company is empowered to purchase and/ or maintain for or for the benefit of any groups of persons consisting of or including Directors.

29. Subsidiary Undertakings

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained.

SHAREHOLDER RIGHTS

30. Investor and Lead Founder Rights

- 30.1 Except with Investor Approval and Lead Founder Approval or otherwise in accordance with these Articles:
 - 30.1.1 no Group Company shall modify or vary the rights attaching to any class of its shares;
 - 30.1.2 no Group Company shall vary or permit any variation in its authorised or issued share capital or grant any option or other rights to subscribe for shares or securities convertible into shares in its capital;
 - 30.1.3 no Group Company shall pass any resolution for reducing its issued share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve or for reducing any uncalled liability in respect of partly paid shares;
 - 30.1.4 no Group Company shall purchase or redeem any of its shares;
 - 30.1.5 no Group Company shall dispose of all or any part of, or any interest in, the shares or securities convertible into shares or any right to acquire shares or securities so convertible of any other Group Company;

- 30.1.6 no Group Company shall dispose of the whole or a substantial part of its business, undertaking or assets;
- 30.1.7 no Group Company shall alter its memorandum or Articles of association;
- 30.1.8 the Company shall not exempt any Share from the provisions of Article 23; and
- 30.1.9 no resolution for the winding-up of a Group Company shall be passed (unless a licensed insolvency practitioner shall have advised that such company is required to be wound up by reason of having become insolvent).