

HILL DICKINSON

ARTICLES OF ASSOCIATION

of

Fountain Diagnostic Limited

(Adopted by Special Resolution on

18 January 2020)
2021



MONDAY



A9XEJ402

A17

01/02/2021

#157

COMPANIES HOUSE

Hill Dickinson LLP
50 Fountain Street
Manchester
M2 2AS

CONTENTS

CLAUSE	PAGE
1	DEFINITIONS AND INTERPRETATIONS 1
2	MODEL ARTICLES SHALL NOT APPLY 9
3	LIABILITY OF SHAREHOLDERS 9
4	DIRECTORS' GENERAL AUTHORITY 9
5	SHAREHOLDERS' RESERVE POWER 10
6	DIRECTORS MAY DELEGATE 10
7	COMMITTEES OF DIRECTORS 10
8	DIRECTORS TO TAKE DECISIONS COLLECTIVELY 10
9	UNANIMOUS DECISIONS 10
10	CALLING A DIRECTORS' MEETING 11
11	PARTICIPATION IN DIRECTORS' MEETINGS 11
12	QUORUM FOR DIRECTORS' MEETINGS 12
13	VOTING AT DIRECTORS' MEETINGS 12
14	CHAIRING OF DIRECTORS' MEETINGS 12
15	CHAIRMAN'S CASTING VOTE 12
16	SITUATIONAL CONFLICTS OF INTEREST 12
17	TRANSACTIONAL CONFLICTS OF INTEREST 13
18	RECORDS OF DECISIONS TO BE KEPT 14
19	DIRECTORS' DISCRETION TO MAKE FURTHER RULES 14
20	METHODS OF APPOINTING DIRECTORS 14
21	TERMINATION OF DIRECTOR'S APPOINTMENT 14
22	DIRECTORS' REMUNERATION 15
23	DIRECTORS' EXPENSES 15
24	APPOINTMENT AND REMOVAL OF ALTERNATES 16
25	RIGHTS AND RESPONSIBILITIES OF ALTERNATES 16
26	TERMINATION OF APPOINTMENT OF ALTERNATES 17
27	PRE-EMPTION RIGHTS ON ALLOTMENT 17
28	SHARE RIGHTS 18
29	ALL SHARES TO BE FULLY PAID UP 19
30	POWERS TO ISSUE DIFFERENT CLASSES OF SHARES 19
31	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS 19
32	SHARE CERTIFICATES 20
33	REPLACEMENT SHARE CERTIFICATES 20
34	SHARE TRANSFERS: GENERAL 20
35	MANDATORY TRANSFERS IN RESPECT OF LEAVERS 21
36	DRAW ALONG 23

37	COMPLIANCE WITH TRANSFER PROVISIONS	24
38	TRANSMISSION OF SHARES	24
39	EXERCISE OF TRANSMITTEES' RIGHTS	24
40	TRANSMITTEES BOUND BY PRIOR NOTICES	25
41	EXIT PROVISIONS	25
42	PROCEDURE FOR DECLARING DIVIDENDS	25
43	PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS	26
44	NO INTEREST ON DISTRIBUTIONS	26
45	UNCLAIMED DISTRIBUTIONS	26
46	NON-CASH DISTRIBUTIONS	27
47	WAIVER OF DISTRIBUTIONS	27
48	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	27
49	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	28
50	QUORUM FOR GENERAL MEETINGS	29
51	CHAIRING GENERAL MEETINGS	29
52	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS	29
53	ADJOURNMENT OF GENERAL MEETINGS	29
54	VOTING AT GENERAL MEETINGS: GENERAL	30
55	ERRORS AND DISPUTES	31
56	POLL VOTES	31
57	CONTENT OF PROXY NOTICES	31
58	DELIVERY OF PROXY NOTICES	32
59	AMENDMENTS TO RESOLUTIONS	33
60	MEANS OF COMMUNICATION TO BE USED	33
61	COMPANY SEALS	34
62	NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	34
63	DIRECTORS' INDEMNITY	34
64	DIRECTORS' INSURANCE	34

Company number: 05814528

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
FOUNTAIN DIAGNOSTIC LIMITED

(Adopted by Special Resolution passed on 18 January 2021)

1 DEFINITIONS AND INTERPRETATIONS

1.1 The definitions set out in this article 1.1 apply in these articles.

Act means the Companies Act 2006;

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

Adoption Date means the date of adoption of these articles;

Allocated Person has the meaning given in article 35.5;

Alternate has the meaning given in article 24.1;

Appointor has the meaning given in article 24.1;

Asset Sale means the completion of any transaction whereby any person or group of persons purchases assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 50% or more (by book value) of the consolidated gross tangible assets of the Group at that time;

Authorisation has the meaning given in article 16.2;

Authorised Bank means an authorised person (within the meaning of section 31(2) of the FSMA) with a Part IV permission (within the meaning of section 40(4) of the FSMA) which includes accepting deposits, or otherwise authorised in respect of that activity under section 31(1) of the FSMA;

Authorised Person means:

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

Bad Leaver means a Leaver who becomes a Leaver as a result of ceasing to be an Employee except where that cessation occurs as a result of:

- (a) death;

- (b) wrongful dismissal; or
- (c) permanent disability or permanent incapacity through ill health.

Capitalised Sum has the meaning given in article 48.1.2;

Cash Equivalent means:

- (a) where the consideration comprises listed securities which are not subject to any lock in arrangements and are freely transferable by the holder for cash from the date of issue, such amount calculated by reference to the average of the middle market prices for such securities at the close of dealings on each of the five dealing days prior to the Exit Date;
- (b) where the consideration comprises loan notes, loan stock or other debt instruments guaranteed unconditionally by an Authorised Bank their face value (where the rate of interest is at least equivalent to the three month London Interbank Bid Rate) and, if less, such value will be discounted by reference to the discount rate implied in the flow of money from a gilt of equivalent maturity;
- (c) where the consideration comprises listed securities subject to restrictions on their transfer by the holder for cash or unlisted securities or other instruments not guaranteed by an Authorised Bank, such amount as the Shareholders agree to be the fair current value of the same;
- (d) where the consideration comprises future fixed payments or future contingent payments, such amount as the Shareholders agree to be to be the fair current value of the same,

and any dispute as to the value of the Cash Equivalent will be determined in accordance with article 1.10;

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

Chairman of the Meeting means the person chairing the relevant general meeting in accordance with article 51;

Change of Control means:

- (a) in relation to the Company, the acquisition (by any means) by a Third Party Purchaser of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser (either alone or together with persons Acting in Concert) would be entitled to exercise a Controlling Interest; or
- (b) in relation to the Parent, the acquisition (by any means) by any person who is not, at the relevant time, the holder of any shares in the Parent, of any interest in any shares in the Parent if, upon completion of that acquisition, the purchaser (either along or together with persons Acting in Concert) would be entitled to exercise a Controlling Interest;

Company means Fountain Diagnostic Limited;

Completion means completion of the sale of the relevant Leaver Shares in accordance with these articles;

Conflict has the meaning given in article 16.1;

Conflicted Director has the meaning given in article 16.1;

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

Controlling Interest means an interest (within the meaning of schedule 1 to the Act) in at least 50% of the shares in the capital of a company;

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

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

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

Dragged Shareholders has the meaning given in article 36.1;

Dragged Shares has the meaning given in article 36.1;

Drag Notice has the meaning given in article 36.2;

Drag Option has the meaning given in article 36.1;

Drag Price has the meaning given in article 36.2.3;

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

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

Employee means a director and / or employee of any Group Company;

Equity Securities has the meaning given in section 560(1) of the Act;

Equity Shares means the Ordinary Shares and the Hurdle Shares;

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

Exit means a Realisation or Liquidation.

Exit Date means a Listing Date, a Sale Date or a Liquidation Date (as the case may be).

Exit Proceeds means:

- (a) in the case of a Listing, the valuation placed on all of the Equity Shares on the Listing Date that are not subject to any lock in restrictions on transfer and which are capable of being freely transferred for cash by the Holders of those Equity Shares on the Listing Date (and applying a nil value to any Equity Shares which are at the Listing Date in any way restricted from being sold by their holders for full value in cash) such valuation to be as shown in the prospectus or listing particulars published in connection with the Listing, less the gross amount of any new money raised by the Company in connection with the Listing from a subscription for new shares; or
- (b) in the case of a Sale, the aggregate price or value of the consideration to be paid in cash or Cash Equivalent for all of the Equity Shares; or
- (c) in the case of a Liquidation or an Asset Sale, the proceeds available for distribution and to be received by the Holders of the Equity Shares in respect of the Equity Shares;

in each case after:

- (i) repayment of any arrears of dividends owing to the Shareholders (if any); and
- (ii) to the extent not already taken into account in determining the value of the Equity Shares, after deduction of all amounts in the nature of borrowings of the Company;

Fair Price means the price per Leaver Share agreed between the relevant Leaver and the Company within 10 days of the relevant Leaver Notice or, failing such agreement, the price determined by the Expert pursuant to article 35.4;

FSMA means the Financial Services and Markets Acts 2000 and every statutory modification or re-enactment thereof for the time being in force;

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

Good Leaver means:

- (a) a Leaver who is not a Bad Leaver; or
- (b) a Leaver who becomes a Leaver as a result of ceasing to be an Employee but the Directors (with Shareholder Consent) resolve that he is to be treated as a Good Leaver in circumstances where that Leaver would, but for this provision, be a Bad Leaver;

Group means the Company and any Subsidiary (and **Group Company** shall be construed accordingly).

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

Holder means in relation to a Share:

- (a) the person whose name is entered in the register of members as the holder of that Share from time to time; or
- (b) (if not the same person) the person who has ultimate beneficial ownership of the Share,

and **held** shall be construed accordingly;

Hurdle Amount means £1,000,000;

Hurdle Shares means the B Ordinary Shares of £0.01 each in the capital of Company from time to time;

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

Interested Director has the meaning given in article 17.1;

Issue Price means in relation to any Share, the price at which that Share is issued (being the aggregate of the amount Paid in respect of the nominal value of that Share and any share premium on that Share);

Leaver means any Shareholder who:

- (a) dies;
- (b) has given or has been given notice to terminate his employment with the relevant Group Company; or
- (c) otherwise ceases to be an Employee.

Leaver Notice has the meaning given in article 34.2;

Leaver Shares means in relation to a Leaver, any Shares held by the Leaver on the Leaving Date;

Leaving Date means in relation to any Leaver, the date on which he becomes a Leaver (which, in the case of any Leaver who becomes a Leaver by virtue of any person giving or being given notice of his ceasing to be an Employee, shall be the Termination Date in relation to that former Employee);

Liquidation means the passing of a resolution for the winding up of the Company;

Liquidation Date means the date of a Liquidation;

Listing means either:

- (a) the admission of all or any of the Equity Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange's market for listed securities;

- (b) the admission of all or any of the Equity Shares to AIM, a market operated by the London Stock Exchange; or
- (c) the admission of all or any of the Equity Shares to listing and/or trading on any other Recognised Investment Exchange,

and, in any such case, such admission being unconditionally effective and **Listed** will be construed accordingly;

Listing Date means a date on which all or any of the Equity Shares are Listed (subject only (where relevant) to any announcement under rule 7.1 of the Listing Rules or under equivalent rules applicable to any other jurisdiction);

Listing Rules means the rules of the United Kingdom Listing Authority;

London Stock Exchange means London Stock Exchange plc;

Non-Cash Consideration has the meaning given in article 36.2.2;

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

Offer has the meaning given in article 27.2;

Offer Notice has the meaning given in article 27.2;

Offer Period has the meaning given in article 27.2.4;

Offered Securities has the meaning given in article 27.2.1;

Ordinary Shares means the ordinary Shares of £0.01 each in the capital of the Company from time to time;

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

Paid means paid or credited as paid;

Parent means Living Care Group Limited (company number 07192363);

Participate has the meaning given in article 11.1 and **Participating** shall be construed accordingly;

Persons Entitled has the meaning given in article 48.1.2;

Proxy Notice has the meaning given in article 57.1;

Proxy Notification Address has the meaning given in article 58.1;

Qualifying Person means:

- (a) an individual who is a Shareholder; or
- (b) a person appointed as proxy of a Shareholder in relation to the relevant general meeting;

Realisation means a Sale or a Listing or an Asset Sale;

Recognised Investment Exchange has the meaning given in section 285(1) of the FSMA;

Relevant Director means any director or former director of any Group Company;

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

Relevant Proportions means in relation to the relevant Shareholders, in proportion (as nearly as possible without involving fractions) to the nominal value of the Equity Shares held by them respectively at the date of the Offer Notice;

Relevant Shares has the meaning given in article 36.1;

Residual Assets has the meaning given in article 28.3;

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

Sale Date means the date of completion of a Sale or an Asset Sale;

Sale Price means the price per Share at which the relevant Leaver Shares are sold to the Allocated Person;

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

Shareholder Authorisation has the meaning given in article 16.4;

Shareholder Consent means the prior consent in Writing of the Shareholder Majority.

Shareholder Majority means the Shareholders who together, at the relevant time, hold at least 50% in number of the Ordinary Shares;

Shares means the shares in the capital of the Company from time to time;

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

Subsidiary means any company which is a subsidiary of the Company from time to time;

Termination Date means:

- (a) where employment ceases by virtue of notice given by the employer to the Employee concerned, the date on which the notice is served;
- (b) where a contract of employment is terminated by notice given by the employer and a payment is made in lieu of notice, the date on which that notice was given;
- (c) where the Employee concerned is a director and an employee of any Group Company, the date on which notice of termination of that Employee's contract of employment with that Group Company is given;

- (d) where the Employee concerned is a director (but not an employee) of any Group Company, the date on which notice of termination of the contract for the provision of that Employee's services (whether entered into directly with him or with a third party) with that Group Company is given; or
- (e) in any other case, the date on which notice of termination of the contract of employment is given;

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

Transaction has the meaning given in article 17.1;

Transfer Form means an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor;

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

Unanimous Decision has the meaning given in article 9.1; and

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 The rules of interpretation set out in Articles 1.3 to 1.9 (inclusive) apply in these articles.

1.3 A reference to:

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

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

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

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

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

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

1.3.5 a **subsidiary** shall include a reference to a **subsidiary** and a **subsidiary undertaking** (each as defined in the Act) and a reference to a **holding company** shall include a reference to a **holding company** and a **parent undertaking** (each as defined in the Act)

1.4 Unless the context otherwise requires:

- 1.4.1 words denoting the singular shall include the plural and vice versa;
- 1.4.2 words denoting a gender shall include all genders; and
- 1.4.3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time.
- 1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the Adoption Date) and any prior or subsequent legislation made under it but this article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.
- 1.6 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act.
- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A reference to an **article** is to an article of these articles.
- 1.9 A reference to a **transfer of Shares** or any similar expression shall include a sale or transfer of any interest in any Shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over any Shares.
- 1.10 Unless it is specifically stated otherwise, any dispute as to value of any Cash Equivalent, will be referred immediately to an Expert for final determination. The Expert will act as expert and not as arbiter and their costs will be borne as directed by the article in question or, if the article is silent on the point, as directed by the Expert. In the absence of any such direction, such costs will be borne equally between parties concerned. The written certificate of the Expert will be conclusive and binding on the Company and the Shareholders (except in the case of fraud).

2 **MODEL ARTICLES SHALL NOT APPLY**

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

3 **LIABILITY OF SHAREHOLDERS**

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

4 **DIRECTORS' GENERAL AUTHORITY**

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

5 SHAREHOLDERS' RESERVE POWER

- 5.1 The Shareholders may, with Shareholder Consent, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No direction made pursuant to article 5.1 invalidates anything which the Directors have done before the passing of that resolution.

6 DIRECTORS MAY DELEGATE

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

7 COMMITTEES OF DIRECTORS

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

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

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

9 UNANIMOUS DECISIONS

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

- 9.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and
- 9.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting.
- 9.2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing).

10 CALLING A DIRECTORS' MEETING

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

11 PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 Subject to the other provisions of these articles, Directors participate (**Participate**) in a Directors' meeting, or part of a Directors' meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).
- 11.2 If all the Directors Participating in a Directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 11.3 Subject to article 11.4, if a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 11.4 If a question arises at a Directors' meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that

meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

12 QUORUM FOR DIRECTORS' MEETINGS

- 12.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to adjourn the meeting or call another meeting. If a meeting is to be adjourned it shall be adjourned to the same day in the next week at the same time and place (or to such other day and at such other time and place as the Directors may agree in Writing).
- 12.2 The quorum for Directors' meetings is two unless:
 - 12.2.1 there is only one Director (in which case the provisions of article 8.2 shall apply); or
 - 12.2.2 the purpose of the meeting (or part of the meeting) is to consider the giving of an Authorisation and, by virtue of the provisions of article 16.2, there is only one Director whose vote would be counted and who would be counted in the quorum at that meeting (or part of that meeting), in which case that Director alone shall constitute a quorum at that meeting (or part of that meeting).

13 VOTING AT DIRECTORS' MEETINGS

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

14 CHAIRING OF DIRECTORS' MEETINGS

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

15 CHAIRMAN'S CASTING VOTE

If at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) has a casting vote.

16 SITUATIONAL CONFLICTS OF INTEREST

- 16.1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this article 16, authorise any matter which would, if not authorised, result in a Director (**Conflicted Director**) being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (**Conflict**).
- 16.2 Any authorisation given under article 16.1 (**Authorisation**) (and any subsequent variation or termination of an Authorisation) will only be effective if:

- 16.2.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and
 - 16.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.
- 16.3 The Directors may at any time:
- 16.3.1 make any Authorisation subject to such terms and conditions as they think fit; and
 - 16.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).
- 16.4 The Shareholders may also authorise a Conflict by Ordinary Resolution (**Shareholder Authorisation**) and may at any time, by Ordinary Resolution:
- 16.4.1 make any Shareholder Authorisation subject to such terms and conditions as they think fit; and
 - 16.4.2 vary or terminate any Shareholder Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Shareholder Authorisation before any such variation or termination).
- 16.5 Unless as a condition of the relevant Authorisation or Shareholder Authorisation the Directors or the Shareholders (as the case may be) provide otherwise, a Conflicted Director who has received an Authorisation or a Shareholder Authorisation in relation to a Conflict:
- 16.5.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;
 - 16.5.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;
 - 16.5.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and
 - 16.5.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

17 TRANSACTIONAL CONFLICTS OF INTEREST

- 17.1 If a Director (**Interested Director**) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company

(**Transaction**) he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

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

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

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

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

18 RECORDS OF DECISIONS TO BE KEPT

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

19 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

20 METHODS OF APPOINTING DIRECTORS

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

20.1.1 by Ordinary Resolution; or

20.1.2 by a decision of the Directors.

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

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

21 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

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

- 21.2 a bankruptcy order is made against him;
- 21.3 a composition is made with his creditors generally in satisfaction of his debts;
- 21.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 21.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have; or
- 21.6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms.

22 DIRECTORS' REMUNERATION

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

23 DIRECTORS' EXPENSES

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

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

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

24 APPOINTMENT AND REMOVAL OF ALTERNATES

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

24.1.1 exercise the Appointor's powers; and

24.1.2 carry out the Appointor's responsibilities;

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

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

24.3 The notice must:

24.3.1 identify the proposed Alternate; and

24.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Appointor.

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

25 RIGHTS AND RESPONSIBILITIES OF ALTERNATES

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

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

25.2.1 is deemed for all purposes to be a Director;

25.2.2 is liable for his own acts and omissions;

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

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

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

25.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating);

25.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating); and

25.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision).

- 25.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting.
- 25.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who:
 - 25.5.1 is not Participating in the relevant Directors' meeting; and
 - 25.5.2 would have been entitled to vote if that Appointor was Participating in it.
- 25.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company.

26 TERMINATION OF APPOINTMENT OF ALTERNATES

An Alternate's appointment as an Alternate terminates:

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

27 PRE-EMPTION RIGHTS ON ALLOTMENT

- 27.1 Except with the consent of the Shareholder Majority, all Equity Securities which the Directors propose to allot after the Adoption Date shall first be offered to the Shareholders in accordance with the provisions of this article 27.
- 27.2 Any offer of Equity Securities pursuant to article 27.1 (**Offer**) shall be made by notice in Writing (**Offer Notice**) to the Shareholders at that time. The Offer Notice shall specify:
 - 27.2.1 the aggregate number of Equity Securities offered (**Offered Securities**);
 - 27.2.2 the price per Offered Security;
 - 27.2.3 that each Shareholder is entitled to apply for all or any of the Offered Securities; and
 - 27.2.4 the period (**Offer Period**) (which shall be at least 14 days from the date of the Offer Notice) within which each Shareholder must deliver his application for Offered Securities to the Company.
- 27.3 After the expiration of the Offer Period:
 - 27.3.1 if the total number of Offered Securities applied for is equal to or less than the total number of Offered Securities, each Shareholder shall be allotted the number of Offered Securities he applied for; or

27.3.2 if the total number of Offered Securities applied for exceeds the total number of Offered Securities:

27.3.2.1 the Company shall allot the Offered Securities, in the Relevant Proportions, to the Shareholders who have applied for them (but without allotting to any Shareholder more Offered Securities than he applied for); and

27.3.2.2 any remaining Offered Securities shall be allotted, in the Relevant Proportions, to those Shareholders whose applications for Offered Securities have not yet been satisfied in full (but without allotting to any Shareholder more Offered Securities than he applied for) and any remaining Offered Securities shall be apportioned by re-applying the provisions of this article 27.3.2.2;

27.3.3 any Offered Securities not allotted or not capable of being allotted as specified above except by way of fractions, shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms, and in such manner as they think fit, provided that those Offered Securities shall not be disposed of on terms which are more favourable than the terms on which they were offered to the Shareholders.

27.4 The requirements of sections 561 and 562 of the Act shall not apply to any allotment of Equity Securities by the Company.

28 SHARE RIGHTS

On the Adoption Date, the share capital of the Company comprises Ordinary Shares and Hurdle Shares and the rights attaching to such Shares shall be as follows:

28.1 As regards voting:

28.1.1 Each Ordinary Share shall carry the right to attend, speak and vote at all general meetings of the Company.

28.1.2 The Hurdle Shares do not entitle the Holders thereof to attend, speak or vote at, or receive notice of, any general meetings of the Company.

28.2 As regards income:

28.2.1 Subject to the provisions of the Act and to article 28.2.4 below, the Company may by Ordinary Resolution (and subject to Shareholder Consent), upon the recommendation of the Directors, declare a dividend.

28.2.2 Subject to article 28.2.4 below, every general meeting at which a dividend is declared shall by Ordinary Resolution (and subject to Shareholder Consent), direct that such dividend be paid in respect of one or more classes of Shares to the exclusion of the other classes or in respect of all classes of Shares.

28.2.3 Subject to article 28.2.4 below where a dividend is declared in respect of more than one class of Share, the Company may, by Ordinary

Resolution (and subject to Shareholder Consent), differentiate between such classes as to the amount or percentage of dividend payable, but in default the Shares in each such class shall be deemed to rank pari passu in all respects as if they constituted one class of Share.

28.2.4 No dividend shall be declared in respect of any class of Share in circumstances where the Directors recommend that no dividend should be declared nor shall any dividend be declared in respect of any class of Share which exceeds the amount recommended by the Directors in respect of that class.

28.2.5 When paying interim dividends, the Directors (acting with Shareholder Consent) may make payments to one or more classes of Shares to the exclusion of the other classes or to all classes of Shares. When making such payments the Directors (acting with Shareholder Consent) may differentiate between the classes to which payments are being made as to the amount or percentage of dividend payable.

28.3 As regards capital:

On a return of capital, whether on liquidation, capital reduction or otherwise (but excluding a purchase of own shares) the assets of the Company remaining after the payment of its liabilities (the **Residual Assets**) shall be distributed in accordance with the provisions set out in article 41 as if any reference to Exit Proceeds were a reference to the Residual Assets.

29 ALL SHARES TO BE FULLY PAID UP

29.1 Subject to article 29.2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.

29.2 Article 29.1 does not apply to the Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

30 POWERS TO ISSUE DIFFERENT CLASSES OF SHARES

Subject to the other provisions of these articles, but without prejudice to the rights attached to any existing Shares, the Company may, with Shareholder Consent:

30.1 issue Shares with such rights or restrictions as may be determined by Shareholder Consent; and

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

31 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

32 SHARE CERTIFICATES

- 32.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 32.2 Every certificate must specify:
 - 32.2.1 in respect of how many Shares, of what class, it is issued;
 - 32.2.2 the nominal value of those Shares;
 - 32.2.3 that the Shares are Fully Paid; and
 - 32.2.4 any distinguishing numbers assigned to them.
- 32.3 No certificate may be issued in respect of Shares of more than one class.
- 32.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 32.5 Certificates must:
 - 32.5.1 have affixed to them the Company's common seal; or
 - 32.5.2 be otherwise executed in accordance with the Act.

33 REPLACEMENT SHARE CERTIFICATES

- 33.1 If a certificate issued in respect of a Shareholder's Shares is:
 - 33.1.1 damaged or defaced; or
 - 33.1.2 said to be lost, stolen or destroyed;that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 33.2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to article 33.1:
 - 33.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 33.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 33.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

34 SHARE TRANSFERS: GENERAL

- 34.1 The Directors shall only refuse to register a transfer of Shares if they are specifically required or authorised to do so by these articles. If the Directors do refuse to register a transfer of Shares, they must, as soon as practicable and in any event within one month after the date on which the relevant Transfer Form was lodged with the Company, return that Transfer Form to the transferee with

the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

- 34.2 The Directors shall refuse to register any transfer of Shares made in contravention of the provisions of these articles.
- 34.3 Any transfer of Shares made or purported to be made in contravention of the provisions of these articles shall be of no effect.
- 34.4 Except for a transfer pursuant to articles 35 to 36 (inclusive), no Shares may be transferred unless Shareholder Consent has been obtained.
- 34.5 Shares shall be transferred by means of a Transfer Form.
- 34.6 No fee may be charged for registering any Transfer Form or other document relating to or affecting the title to any Shares.
- 34.7 The Company may retain any Transfer Form which is registered.
- 34.8 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.

35 MANDATORY TRANSFERS IN RESPECT OF LEAVERS

- 35.1 Any person who becomes a Leaver shall immediately give the Company notice in Writing detailing the relevant circumstances.
- 35.2 Any Leaver shall, if the Directors (acting with Shareholder Consent) so direct within 12 months of the Leaver giving notice to the Company in accordance with article 35.1, be deemed to have served a notice (**Leaver Notice**) on the Leaving Date appointing the Company as his agent with the power to sell the Leaver Shares (with all rights attaching to them) in accordance with the provisions of these articles.
- 35.3 The Sale Price shall be:
 - 35.3.1 in the case of a Good Leaver, the Fair Price; and
 - 35.3.2 in the case of a Bad Leaver, the lower of the Issue Price and the Fair Price.
- 35.4 If the Fair Price is to be determined by an Expert:
 - 35.4.1 the Company shall immediately instruct the Expert to determine the Fair Price on the basis which, in the Expert's opinion, represents a fair price for the Leaver Shares at the Leaving Date as between a willing seller and a willing buyer and, in making that determination, the Expert shall ignore the fact that the Leaver Shares represent (if that is the case) a minority or majority interest in the share capital of the Company and can be subject to the compulsory transfer requirements of articles 35 and 36 but shall have regard to the entitlements of such Leaver Shares pursuant to articles 28 and 41;
 - 35.4.2 the Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Expert shall be

deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply;

35.4.3 the certificate of the Expert shall, in the absence of manifest error, be final and binding; and

35.4.4 the Company shall procure that any certificate required pursuant to this article 35 is obtained and issued to the Company and the Leaver as soon as possible and the cost of obtaining that certificate shall be borne equally by the Company and the Leaver unless the Expert directs otherwise.

35.5 Within 30 Business Days of the Sale Price being agreed or determined in accordance with these articles, the Company shall allocate the Leaver Shares to such person or persons as the Directors (acting with Shareholder Consent) resolve to allocate the relevant Leaver Shares (**Allocated Person**). For the avoidance of doubt, the Company may be an Allocated Person.

35.6 On Completion:

35.6.1 each Allocated Person (other than the Company) shall pay the purchase price in respect of the relevant Leaver Shares:

35.6.1.1 to the Leaver; or

35.6.1.2 if the Leaver is not present at Completion, to the Company to be held on trust (without interest) for the Leaver (and the receipt of the Company for the purchase price shall be a good discharge to that Allocated Person (who shall not be bound to see to the application of it));

35.6.2 if the Company is an Allocated Person, it shall:

35.6.2.1 pay the purchase price for the relevant Leaver Shares to the Leaver; or

35.6.2.2 if the Leaver is not present at Completion, hold the purchase price for the relevant Leaver Shares on trust (without interest) for the Leaver; and

35.6.3 the Leaver shall transfer the relevant Leaver Shares to the relevant Allocated Person and deliver to the Company the relevant share certificates in respect of the Leaver Shares or an indemnity (in a form satisfactory to the Directors) for any lost share certificate.

35.7 If the Leaver defaults in transferring any Leaver Shares to an Allocated Person pursuant to article 35.6.3 the Company is unconditionally and irrevocably authorised to appoint any person as agent of the Leaver to execute a Transfer Form for those Leaver Shares in the name, and on behalf, of the Leaver (and to do such other things as are necessary to transfer the relevant Leaver Shares pursuant to this article 35) and when that Transfer Form has been duly stamped:

35.7.1 where the Allocated Person is not the Company, the Company shall cause the name of that Allocated Person to become the Holder of those Leaver Shares; or

35.7.2 where the Allocated Person is the Company, the Company shall cause those Leaver Shares to be cancelled in accordance with the Act;

and after that, the validity of the proceedings shall not be questioned by any person.

35.8 Any money held on trust by the Company for the Leaver in respect of any Leaver Shares shall only be released to the Leaver on production of the relevant share certificates (or an appropriate indemnity for any lost share certificates) for the Leaver Shares that have been transferred to Allocated Persons.

36 DRAG ALONG

36.1 In the event that:

36.1.1 the Shareholder Majority want to transfer some or all their Shares (**Relevant Shares**) on arms' length terms and in good faith to a Third Party Purchaser and such transfer will result in a Change of Control of the Company; or

36.1.2 the shareholders of the Parent want to transfer some or all of their shares in the capital of the Parent on arms' length terms and in good faith to any person who is not, at the relevant time, the holder of any shares in the Parent and such transfer will result in a Change of Control of the Parent,

the Shareholder Majority shall have the option (**Drag Option**) to require the other Shareholders (**Dragged Shareholders**) to transfer all their Shares (**Dragged Shares**) to the Third Party Purchaser (or the purchaser of the shares in the Parent (as the case may be)) with full title guarantee in accordance with this article 36.

36.2 To exercise the Drag Option the Shareholder Majority shall give an irrevocable notice in Writing (**Drag Notice**) to the Dragged Shareholders. The Drag Notice shall specify:

36.2.1 that the Dragged Shareholders are required to transfer their Dragged Shares;

36.2.2 the price receivable by the Shareholder Majority for the Relevant Shares (including details of any non-cash consideration (**Non-Cash Consideration**) receivable by the Shareholder Majority (or any of them) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Shares (or any of them)) or, if applicable, the same information insofar as it relates to the price receivable by the shareholders of the Parent;

36.2.3 the price the Dragged Shareholders will receive for each Dragged Share (**Drag Price**) and details of how that price has been calculated (which, for the avoidance of doubt, shall reflect the entitlements of the Dragged Shares pursuant to articles 28 and 41);

36.2.4 the name of the person to whom the Dragged Shares are to be transferred; and

- 36.2.5 the proposed date for completion of the transfer of the Dragged Shares (which shall be at least seven days after the date of the Drag Notice).
- 36.3 Any dispute about the calculation of the Drag Price shall immediately be referred to an Expert (whose decision shall, in the absence of manifest error, be final and binding).
- 36.4 Unless the Shareholder Majority and the Dragged Shareholders agree otherwise, the transfer of the Relevant Shares (or the shares in the capital of the Parent) and the Dragged Shares (including payment of the consideration) shall take place on the same day.
- 36.5 The Company is unconditionally and irrevocably authorised to appoint any person as agent of each Dragged Shareholder to execute the required Transfer Forms for the Dragged Shares in the name and on behalf of that Dragged Shareholder and to do such other things as are necessary to transfer the Dragged Shares pursuant to this article 36.
- 36.6 The provisions of this article 36 shall prevail over any contrary provisions of these articles.

37 COMPLIANCE WITH TRANSFER PROVISIONS

- 37.1 For the purpose of ensuring compliance with the provisions of articles 35 and 36 (inclusive), the Directors may require any Shareholder to procure (to the extent he is able) that:
- 37.1.1 he;
- 37.1.2 any proposed transferee of any Shares; or
- 37.1.3 such other person as is reasonably believed to have information and/or evidence relevant to that purpose;
- provides to the Directors any information and/or evidence relevant to that purpose and until that information and/or evidence is provided the Directors shall refuse to register any relevant transfer of Shares (except with Shareholder Consent).
- 37.2 Each Shareholder unconditionally and irrevocably authorises the Company to appoint any person as his agent to give effect to the provisions of these articles.

38 TRANSMISSION OF SHARES

Subject to the other provisions of these articles, and pending any transfer of Shares to another person, a Transmittée has the same rights as the Holder had, but, except as provided by article 20.2, a Transmittée does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmittée becomes the Holder of those Shares.

39 EXERCISE OF TRANSMITTEES' RIGHTS

Any transfer made or executed under article 39 is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the relevant Share and as if the event which gave rise to the transmission had not occurred.

40 TRANSMITTEES BOUND BY PRIOR NOTICES

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

41 EXIT PROVISIONS

41.1 On the occurrence of an Exit, the Exit Proceeds shall be paid into the joint account referred to in article 41.3 and shall be distributed to the Holders of the Shares in accordance with the provisions of article 41.2.

41.2 Where the Exit Proceeds are:

41.2.1 less than or equal to the Hurdle Amount, such Exit Proceeds shall be distributed between the Ordinary Shareholders, *pari passu* according to the number of Ordinary Shares held as at the Exit Date;

41.2.2 greater than the Hurdle Amount, such Exit Proceeds shall be distributed:

41.2.2.1 first, in paying the Ordinary Shareholders an amount equal to the Hurdle Amount, *pari passu* according to the number of Ordinary Shares held as at the Exit Date;

41.2.2.2 second, in paying 90% of the balance of the Exit Proceeds to the Ordinary Shareholders, *pari passu* according to the number of Ordinary Shares held as at the Exit Date; and

41.2.2.3 third, in paying the balance of the Exit Proceeds to the Hurdle Shareholders, *pari passu* according to the number of Hurdle Shares held as at the Exit Date.

41.3 On the occurrence of an Exit, the Exit Proceeds shall be paid into a joint account at a UK clearing bank nominated by and on terms agreed by the Shareholders immediately prior to the Exit or at the option of the Shareholders, into a nominated interest bearing account with the Company's principal bankers at that time that is a separate account to the Company's other trading or client accounts.

41.4 If there is a distribution to Shareholders pursuant to this article 41 more than once, any previous distribution under this article 41 shall be taken into account when computing the amounts to be paid to Shareholders on any occasion.

41.5 Immediately prior to, and conditional upon, a Listing, the Shareholders shall enter into such re-organisation of the share capital of the Company as may be required to ensure that the Exit Proceeds are allocated between the Shareholders in accordance with the provisions of article 41.2.

42 PROCEDURE FOR DECLARING DIVIDENDS

42.1 Subject to the provisions of article 28.3, the Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends.

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

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

42.4 Unless:

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

42.4.2 the terms on which Shares are issued;

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

43 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

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

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

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

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

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

44 NO INTEREST ON DISTRIBUTIONS

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

44.1 the terms on which that Share was issued; or

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

45 UNCLAIMED DISTRIBUTIONS

45.1 All dividends or other sums which are:

45.1.1 payable in respect of Shares; and

45.1.2 unclaimed after having been declared or become payable;

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

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

45.3 If:

45.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

45.3.2 the relevant Distribution Recipient has not claimed it;

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

46 NON-CASH DISTRIBUTIONS

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

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

46.2.1 fixing the value of any assets;

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

46.2.3 vesting any assets in trustees.

47 WAIVER OF DISTRIBUTIONS

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

47.1 that Share has more than one Holder; or

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

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

48 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

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

48.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a

preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

- 48.1.2 appropriate any sum which they decide to capitalise in accordance with article 48.1.1 (**Capitalised Sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**Persons Entitled**) and in the same proportions.

48.2 Capitalised Sums must be applied:

- 48.2.1 on behalf of the Persons Entitled; and

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

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

48.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled.

48.5 Subject to the other provisions of these articles, the Directors may:

- 48.5.1 apply Capitalised Sums in accordance with articles 48.3 and 48.4 partly in one way and partly in another;

- 48.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article 48 (including the issuing of fractional certificates or the making of cash payments); and

- 48.5.3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article 48.

49 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

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

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

- 49.2.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- 49.2.2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

49.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

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

49.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

50 QUORUM FOR GENERAL MEETINGS

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

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

50.3 If the Company has more than one Shareholder, one Qualifying Persons holding Ordinary Shares in attendance at a general meeting is a quorum.

51 CHAIRING GENERAL MEETINGS

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

51.2 If the Shareholders have not appointed a Chairman or if the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start must appoint a Director or Shareholder to chair that meeting and that appointment must be the first business of that meeting.

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

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

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

52.2.1 Shareholders; or

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

to attend and speak at any general meeting.

53 ADJOURNMENT OF GENERAL MEETINGS

53.1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

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

- 53.2.1 that meeting consents to an adjournment; or
- 53.2.2 it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner.
- 53.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting.
- 53.4 When adjourning a general meeting, the Chairman of the Meeting must:
 - 53.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 53.4.2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting.
- 53.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 53.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 53.5.2 containing the same information which such notice is required to contain.
- 53.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place.

54 VOTING AT GENERAL MEETINGS: GENERAL

- 54.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.
- 54.2 On a vote on a resolution on a show of hands at a general meeting every Ordinary Shareholder (whether present in person or by one or more proxies) has one vote.
- 54.3 On a vote on:
 - 54.3.1 a resolution on a poll taken at a general meeting; or
 - 54.3.2 a written resolution;
 every Shareholder has one vote in respect of each Ordinary Share held by him.
- 54.4 For the avoidance of doubt, the Holders of the B Ordinary Shares shall not be entitled to receive notice of, or attend or vote at, any general meeting of the Company and nor shall they be entitled to receive or vote on any written resolution of the Company.

55 ERRORS AND DISPUTES

- 55.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.
- 55.2 Any objection pursuant to article 55.1 must be referred to the Chairman of the Meeting, whose decision is final.

56 POLL VOTES

- 56.1 A poll on a resolution may be demanded:
 - 56.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 56.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 56.2 A poll may be demanded by:
 - 56.2.1 the Chairman of the Meeting;
 - 56.2.2 the Directors;
 - 56.2.3 two or more persons having the right to vote on the relevant resolution; or
 - 56.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the relevant resolution.
- 56.3 A demand for a poll may be withdrawn if:
 - 56.3.1 the poll has not yet been taken; and
 - 56.3.2 the Chairman of the Meeting consents to the withdrawal.
- 56.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

57 CONTENT OF PROXY NOTICES

- 57.1 Proxies may only validly be appointed by a notice in Writing (**Proxy Notice**) which:
 - 57.1.1 states the name and address of the Shareholder appointing the proxy;
 - 57.1.2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed;
 - 57.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 57.1.4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates.
- 57.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 57.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 57.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 57.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting; and
 - 57.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself.

58 DELIVERY OF PROXY NOTICES

- 58.1 Any notice of a general meeting must specify the address or addresses (**Proxy Notification Address**) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.
- 58.2 Subject to articles 58.3 and 58.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates.
- 58.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 58.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:
 - 58.4.1 in accordance with article 58.2; or
 - 58.4.2 at the meeting at which the poll was demanded to the Chairman, company secretary or any Director.
- 58.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 58.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address.
- 58.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.

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

59 AMENDMENTS TO RESOLUTIONS

- 59.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 59.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine); and
 - 59.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 59.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 59.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 59.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 59.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

60 MEANS OF COMMUNICATION TO BE USED

- 60.1 Subject to the other provisions of these articles:
- 60.1.1 anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company;
 - 60.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these articles or the Act to be sent or supplied by the Company to any Shareholder available on a website; and
 - 60.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 60.2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

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

61 COMPANY SEALS

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

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

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

62 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

63 DIRECTORS' INDEMNITY

63.1 Subject to article 63.2, a Relevant Director may be indemnified out of the Company's assets against:

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

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

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

63.2 Article 63.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

64 DIRECTORS' INSURANCE

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