

Company number: 07225386

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MULTREES INVESTOR SERVICES LIMITED

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PRIVATE COMPANY LIMITED BY SHARES

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of
MULTREES INVESTOR SERVICES LIMITED
(the "Company")

(Adopted by special resolution passed on 26 January 2022)

1. Preliminary

- 1.1 Except as otherwise provided in these articles, the articles contained in the Model Articles shall constitute the articles of the Company. In the case of any inconsistency between these articles and the articles of the Model Articles, the provisions of these articles shall prevail.
- 1.2 Articles 7(2), 8(2) and (3), 9(4), 10(3), 11(2) and (3), 12, 13, 14, 17, 19, 22(2), 25(2), 26(5), 27, 28, 29, 30(2), (5), (6) and (7), 31(1), 38, 39, 41(1) to (4) (inclusive), 45(1), 48(1), 50, 51, 52 and 53 of the Model Articles shall not apply to the Company.

2. Definitions and interpretation

- 2.1 In these articles the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"**Accepting Shareholders**" has the meaning set out in article 12.2;

"**Act**" means the Companies Act 2006;

"**Additional Shares**" has the meaning set out in article 9.11;

"**Adjustment Event**" means any capitalisation of profits or reserves or any consolidation and division or sub-division of the share capital of the Company

"**Adoption Date**" means the date referred to above for the adoption of these articles;

"**Allocation Notice**" has the meaning set out in article 11.7(b);

"**Applicable Regulations**" means, at any time, the laws, regulations, requirements, guidelines and policies relating to capital adequacy and prudential supervision in effect in the United Kingdom ("**Prudential Rules**") and which apply to the Company, in each case at that time. For these purposes Prudential Rules include:

- (a) MIFIDPRU 3 of the FCA Handbook; and
- (b) any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines and policies relating to capital adequacy adopted by a Relevant Regulator from time to time,

in each case to the extent that they are in effect in the United Kingdom at the relevant time.

"**Applicant**" has the meaning set out in article 11.7(b);

"**Asset Sale**" means disposal of all or substantially all of the undertaking and / or assets of the Group;

"Associate" means, in relation to a Shareholder:

- (a) each member of that Shareholder's Group (other than that Shareholder itself);
- (b) any general partner, limited partner or other partner in, or trustee, nominee, custodian, operator or manager of, or adviser to, that Shareholder or any member of that Shareholder's Group;
- (c) any member of the same wholly-owned group of companies as any trustee, nominee, custodian, operator or manager of, or adviser to, that Shareholder or any member of the Shareholder's Group; or
- (d) any person to whom Shares have been transferred as a Permitted Transferee of any Shareholder;

"Auditors" means the auditors of the Company from time to time;

"Available Profits" means profits available for distribution within the meaning given in Part 23 of the Act;

"B Shareholder" means a person entered in the register of members of the Company as the holder from time to time of a B Share;

"B Shares" means the 'B' ordinary shares of £0.01 each in the capital of the Company having the rights set out in these articles;

"B Share Put Option Holder" has the meaning set out in article 3.9(a);

"Bad Leaver" means any Leaver who is not a Good Leaver and shall include any Exempt Employee who is deemed to be a Relevant Employee;

"Board" means the board of Directors of the Company from time to time;

"Body Corporate" has the meaning given in section 1173(1) of the Act;

"Business Day" means any day other than a Saturday or Sunday or a public holiday in England;

"B Share Put Option" has the meaning set out in article 3.9(a);

"B Share Put Option Notice" has the meaning set out in article 3.9(a);

"B/Pref Tag Seller" has the meaning set out in article 14.6;

"Change of Control" means a change to the legal or beneficial ownership of any Shareholder that is a Body Corporate such that there is a change in the entity that holds more than 50% of the voting rights normally exercisable at the general meetings of the relevant Shareholder (save that any Shareholder which becomes a Subsidiary Undertaking of a Body Corporate whose shareholders are the same as (and hold legal and beneficial interests in the same proportions as) that Shareholder shall not have been the subject of a Change of Control for these purposes);

"Class Majority" means, in relation to any class of Share, one or more holders of more than 50% of the then issued Shares of that class;

"Class Majority Consent" means in relation to any class of Share and in respect of any matter, either:

- (a) a resolution passed by a Class Majority of that class of Share at a meeting of the holders of that class of Share; or
- (b) the written consent of a Class Majority of that class,

in each case approving such matter;

"Company Assets" means the unconsolidated gross assets of the Company, as shown in the balance sheet (or net assets statement) included in its last annual accounts, adjusted for subsequent events in such a manner as the Board may determine;

"Company Liabilities" means the unconsolidated gross liabilities of the Company, as shown in the balance sheet (or net assets statement) included in its last annual accounts, adjusted for contingent and prospective liabilities and for subsequent events in such a manner as the Board may determine;

"Competitor" means a business which competes with the principal business of the Company;

"Controlling Interest" means the legal or beneficial ownership of such number of the Shares which in aggregate would confer more than 50% of the voting rights normally exercisable at general meetings of the Company;

"Controlling Shareholder" means a person (if any) holding not less than 50.1% of the Ordinary Shares in the Company (within the meaning of section 1159 and paragraph 2 of Schedule 6 of the Act);

"Controlling Shareholder Director" means any person designated by the Controlling Shareholder as such;

"Conversion Ratio" means a ratio of one Preference Share to one Ordinary Share (as adjusted from time to time in accordance with article 4.2(b));

"Custodian" has the meaning set out in article 9.7(a);

"Defaulting Shareholder" has the meaning set out in article 10.1;

"Deferred Instalments" any consideration payable in connection with a Sale that is only due and payable on a date or dates after the date of completion of that Sale;

"Directors" means the directors of the Company from time to time;

"Distribution" means any dividend or distribution declared or made by the Company and any other sums paid by the Company in respect of, or pursuant to, the rights attaching to the Shares or any class of Shares (whether of an income or capital nature), excluding (for the avoidance of doubt) any amount payable:

(a) pursuant to the Distribution Mechanism; or

(b) on the redemption of the Preference Shares pursuant to article 4.1,

(and **"Distributed"** shall be construed accordingly);

"Distribution Mechanism" the methodology for calculating the entitlements of the Shareholders to the Liquidation Distribution Amount which is set out in article 3.2;

"Electronic Address" has the meaning given in section 333(4) of the Act;

"Electronic Form" and **"Electronic Means"** have the meanings given in section 1168 of the Act;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Excess Shares" has the meaning set out in article 5.2;

"Exempt Employee" means Chris Fisher;

"Exercise Period" has the meaning set out in article 3.10(a);

"Fair Price" has the meaning set out in article 8.5;

"Family Member" in relation to a Shareholder, means any one or more of that person's spouse or civil partner and children (including step-children);

"Family Trust" in relation to a Shareholder, means a grant or settlement set up wholly for the benefit of that person and/or that person's Family Members (or any charity or charities by way of default beneficiaries);

"FCA Handbook" means the Financial Conduct Authority's Handbook of Rules and Guidance (as modified and / or replaced from time to time);

"Final B Share Hurdle Rate" for the purposes of operating the Distribution Mechanism on any occasion, means, in relation to the B Shares, an amount equal to 'A' in the following formula:

$$A = £12,700,000 + (£1.30 \times B)$$

where:

B = the number of Ordinary Shares issued in the period (i) commencing on the date on which B Shares were first issued; and (ii) ending on the date on which the Distribution Mechanism is so operated;

"FSMA" means the Financial Services and Markets Act 2000 including any statutory modification or re-enactment from time to time in force;

"Good Leaver" means:

- (a) a Relevant Employee who:
 - (i) has been employed by the Company on a continuous basis for at least five years and who has neither been dismissed for gross misconduct nor, in the reasonable opinion of the Controlling Shareholder, is leaving their employment with the Company in order to provide services to a Competitor; or
 - (ii) ceases to be an employee and/or a director of the relevant Group Company as a consequence of:
 - (A) their death;
 - (B) their permanent severe ill health or permanent disability, in each case, as verified by a doctor appointed by the Company (whose identity shall have been approved by the Controlling Shareholder (such approval not to be unreasonably withheld or delayed)) which renders the Relevant Employee incapable of continued full time employment in their current position; or
 - (C) their retirement in accordance with the terms of their contract of employment; or
 - (iii) shall otherwise be deemed to be a good leaver by the Controlling Shareholder; or
- (b) any Leaver being required to transfer their or her Leaver Shares by reason of or as a consequence of a Relevant Employee being (or being deemed to be) a Good Leaver;

"Group Company" means the Company and any other company (or other entity) which is a Subsidiary Undertaking of the Company from time to time (and **"Group"** shall be construed accordingly);

"Group Undertaking" has the meaning given in section 1161 of the Act;

"Hard Copy Form" has the meaning given in section 1168(2) of the Act;

"Independent Expert" means, in respect of any matter to be determined by them, a firm of chartered accountants (or other professional services firm) with experience in determining the relevant matter in relation to similar companies;

"Insolvency Event" means any of the following events:

- (a) the Company (or any Group Company) ceasing or threatening to cease to carry on business or being deemed to be unable to pay its debts within the meaning of any of paragraphs (a) to (e) of section 123(1) or section 123(2) Insolvency Act 1986 or admitting that it is unable to pay its debts as they fall due;
- (b) a meeting of creditors of the Company (or of any Group Company) being convened or held;

- (c) an arrangement or composition with or for the benefit of the Company's (or any Group Company's) creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being entered into or proposed by or in relation to the Company (or any Group Company);
- (d) a moratorium coming into force in respect of that person in accordance with paragraph 8.1 of Schedule A1 to the Insolvency Act 1986;
- (e) a receiver, administrative receiver taking possession of or being appointed over or a mortgagee, chargee or other encumbrancer taking possession of the whole or any material part of the assets of the Company (or any Group Company);
- (f) any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of, the assets of the Company (or of any Group Company);
- (g) the Company or the Board (or, as the case may be, the relevant Group Company or its board of Directors) or the holder of a qualifying floating charge (as defined in Schedule B1 to the Insolvency Act 1986) over the assets of the relevant Group Company giving notice of its or their intention to appoint an administrator in accordance with paragraphs 18 or 26 of Schedule B1 to the Insolvency Act 1986;
- (h) the Company or the Board (or, as the case may be, the relevant Group Company or its board of Directors) or any creditors of the Company (or a Group Company) or the holder of a qualifying floating charge (as defined above) making an application to the court for the appointment of an administrator;
- (i) an administrator being appointed of the Company (or a Group Company) under paragraphs 14 or 22 of Schedule B1 to the Insolvency Act 1986 or otherwise;
- (j) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up or dissolution of the Company (or of any Group Company) or the Company (or any Group Company) being struck off the register of companies; or
- (k) the happening in relation to any Group Company of any analogous event in any other applicable jurisdiction;

"Interested Director" has the meaning set out in article 20.4;

"Issue Price" means the price per Share at which the relevant Share was issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share and any share premium on such Share) (as adjusted, in the case of a Preference Share, pursuant to article 4.2(b) from time to time);

"Leaver" means:

- (a) any Shareholder who ceases to be a Relevant Employee;
- (b) any Shareholder being a Permitted Transferee (pursuant to the provisions of articles 7.1(b) and 7.1(c)) of a Relevant Employee who ceases to be a Relevant Employee (including any such Permitted Transferee from a Relevant Employee by way of one or more intermediate transfers);
- (c) any Shareholder holding Shares as a result of a transfer made after the Adoption Date by a person in relation to whom such Shareholder was a Permitted Transferee but who ceases to be a Permitted Transferee in relation to such person, including without limitation any Shareholder who ceases to be the spouse or civil partner of a Relevant Employee;
- (d) any person who becomes entitled to any Shares:
 - (i) on the death of a Shareholder;
 - (ii) on the bankruptcy of a Shareholder who is an individual;

- (iii) on the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) or dissolution of a Shareholder which is a company or limited partnership or limited liability partnership; or
- (iv) on the exercise of an option after giving, or being given, notice under their employment contract such that they will cease to be a Relevant Employee or after otherwise ceasing to be a Relevant Employee;
- (e) any Shareholder holding Shares as a nominee for, or which is a Family Trust in relation to, any person who, having been a Relevant Employee, otherwise ceases to be a Relevant Employee; and
- (f) any Shareholder that experiences a Change of Control and any Permitted Transferee (pursuant to the provisions of article 7.1(d)) of such a Shareholder (including any Permitted Transfer from such Shareholder by way of one or more intermediate transfers),

and for the purposes of this definition, reference to a person who ceases to be a Relevant Employee shall include a person who is a Relevant Employee and whose Leaving Date is deemed, by the Board, to fall within either of paragraph (a) or (b) of the definition of Leaving Date notwithstanding the fact that their employment has not yet ceased;

"Leaver Sale Notice" has the meaning set out in article 8.2;

"Leaver Sale Price" means the price payable for the relevant Leaver Shares as calculated in accordance with article 8.4;

"Leaver Shares" has the meaning set out in article 8.2;

"Leaving Date" means the date on which the relevant person becomes a Leaver, provided always that:

- (a) where a Relevant Employee ceases to be an employee and/or director in circumstances where they have served notice on a Group Company or a Group Company has served notice on them terminating their employment, then, if the Board so agrees, the relevant Leaving Date shall be deemed to be the date of service of such notice; and
- (b) if the Board so agrees, the relevant Leaving Date shall be deemed to be the commencement by the Relevant Employee of any period of garden leave under their service agreement with the relevant Group Company,

and in each of the circumstances specified in paragraphs (a) and (b) of this definition, the Relevant Employee shall be deemed to be a Leaver with effect from such deemed Leaving Date;

"Liquidation Distribution Amount" means the aggregate amount which is to be distributed and / or returned to Shareholders on a liquidation or winding up of the Company (after the payment in full of all Prior Amounts);

"Listing" means the admission of any class of the issued share capital of the Company to the Official List of the UK Listing Authority and to trading on the London Stock Exchange plc's market for listed securities or to trading on the AIM market operated by the London Stock Exchange plc or to any other recognised investment exchange (as defined in section 285 of FSMA);

"Minimum Transfer Condition" has the meaning set out in article 11.2(d);

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Adoption Date;

"Office" means the registered office of the Company from time to time;

"Offeror" has the meaning set out in article 12.1;

"Ordinary Super Majority" means one or more holders of Ordinary Shares who hold 75% or more of the then issued Ordinary Shares;

"Ordinary Super Majority Consent" means, in respect of any matter, either:

- (a) resolution passed by an Ordinary Super Majority at a meeting of the Ordinary Shareholders; or
- (b) the written consent of one or more holders of Ordinary Shares comprising an Ordinary Super Majority,

in each case approving such matter;

"Ordinary Shareholder" means a holder of one or more Ordinary Shares;

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company having the rights set out in these articles;

"Ordinary Tag Seller" has the meaning set out in article 14.3;

"Other Shareholders" has the meaning set out in article 12.2 or article 13.1, as applicable;

"Outstanding Preference Amount" means, in respect of any Preference Share on any date (the **"relevant date"**) and amount equal to the aggregate of:

- (a) the Issue Price in respect of that Preference Share; and
- (b) an amount equal to 7% per annum on that Issue Price for the period between (and including) the issue date in respect of that Preference Share and the relevant date (such amount to be calculated on a daily basis assuming a 365 day year, and compounded annually on the anniversary of the issue date in respect of that Preference Share);

"Permitted Transfer" has the meaning set out in article 6.4;

"Permitted Transferee" means a person to whom Shares are permitted to be transferred as a result of a Permitted Transfer;

"Pre-emptive Offer Period" has the meaning set out in article 11.6(a);

"Preference Shareholder" means a holder of one or more Preference Shares;

"Preference Shares" means the redeemable preference shares of £1 each in the capital of the Company having the rights set out in these articles;

"Prescribed B Share Price" means, on any exercise of a B Share Put Option, the aggregate price payable by the Controlling Shareholder for all B Shares held by the relevant B Share Put Option Holder, being:

- (a) £2,500, where the number of such B Shares is equal to or less than 2% of the total number of Shares then in issue;
- (b) £3,000, where the number of such B Shares is equal to or less than 4%, but more than 2%, of the total number of Shares then in issue; and
- (c) £3,500, where the number of such B Shares is greater than 4% of the total number of Shares then in issue;

"Primary Holder" has the meaning set out in article 22.7;

"Prior Amounts" means all liabilities of, and other amounts payable by, the Company, which rank ahead of the entitlements of the Shareholders pursuant to the Distribution Mechanism on a liquidation or winding up:

- (a) including all amounts due in respect of any Tier 2 instruments (however defined in the Applicable Regulations) issued by the Company; but
- (b) excluding (for the avoidance of doubt) the entitlements of the Shareholders pursuant to the Distribution Mechanism.

"Proposed Purchaser" has the meaning set out in article 14.1;

"Proposed B/Pref Tag Sale" has the meaning set out in article 14.4;

"Proposed B/Pref Tag Sale Notice" has the meaning set out in article 14.4;

"Proposed Ordinary Tag Sale" has the meaning set out in article 14.1;

"Proposed Ordinary Tag Sale Notice" has the meaning set out in article 14.1;

"Proposed Sale" means a Proposed B/Pref Tag Sale and/or a Proposed Ordinary Tag Sale as the context requires;

"Proposed Sellers" has the meaning set out in article 14.1;

"Qualifying Person" has the meaning given in section 318(3) of the Act;

"Qualifying Offer" has the meaning set out in article 12.1;

"Regulatory Event" means a change (which the Relevant Regulator considers sufficiently certain) to the regulatory classification of the Preference Shares under the Applicable Regulations becoming effective as a result of which the some or all of the aggregate Issue Price originally paid for the Preference Shares ceases to be included in, or count towards, the Tier 1 Capital (however so defined in the Applicable Regulations) of the Company;

"Relevant Default Shares" has the meaning set out in article 10.3;

"Relevant Employee" means any person who is (or has been) a Shareholder (other than an Exempt Employee (save that an Exempt Employee shall be a Relevant Employee if they have been dismissed for gross misconduct or, in the reasonable opinion of the Controlling Shareholder, is leaving their employment with the Company in order to provide services to a Competitor)) and is:

- (a) an employee of any Group Company; and/or
- (b) a director of any Group Company;

"Relevant Regulator" means the Financial Conduct Authority or such other United Kingdom governmental or regulatory authority that has primary supervisory authority with respect to the Company;

"Relevant Interest" has the meaning set out in article 20.4;

"Relevant Securities" has the meaning set out in article 5.1;

"Sale" means the sale of the entire issued equity share capital in the Company to one or more buyers whether through a single transaction or a series of related transactions;

"Sale Shares" has the meaning set out in article 11.2(a);

"Seller" has the meaning set out in article 11.2;

"Shareholder" means a holder of any Share from time to time;

"Shareholder's Group" means the "group undertaking" (as defined in section 1161 of the Act) from time to time of a Shareholder;

"Shares" means (unless the context otherwise requires) together the Preference Shares, B Shares and the Ordinary Shares and **"Share"** shall be construed accordingly;

"Solvency Condition" means, at any time:

- (a) the Company being able to pay its debts as they fall due; and
- (b) the Company Assets being at least equal to the Company Liabilities;

"Start Date" means the date of acquisition of relevant Shares by a Relevant Employee;

"Subsidiary Undertaking" has the meaning set out in section 1162 of the Act;

"Surplus Shares" has the meaning set out in article 11.6(e);

"Tag Seller" means an Ordinary Tag Seller and/or a B/Pref Tag Seller as the context requires;

"Transfer Notice" has the meaning set out in article 11.2;

"Transfer Price" has the meaning set out in article 11.2(c);

"Trigger Event" means the Company, the Relevant Regulator or any agent appointed by the Relevant Regulator determining that a fact, matter event or circumstance has occurred as a result of which the Instruments are required to be converted to Ordinary Shares under Applicable Regulations.

(As at the Adoption Date, a Trigger Event will occur pursuant to MIFIDPRU 3.4.3 of the FCA Handbook where the Company, the Relevant Regulator or any agent appointed by the Relevant Regulator determines that the "*common equity tier 1 capital*" (as defined in the FCA Handbook) of the Company falls below 64% of the Company's "*own funds requirement*" (as defined in the FCA Handbook)); and

"UK CRR" has the meaning given to it in the FCA Handbook.

2.2 In these articles:

- (a) headings are used for convenience only and shall not affect the construction of these articles;
- (b) words and expressions defined in the Model Articles (or, in the absence of such definition in the Model Articles, in the Act as at the Adoption Date) shall have the same meanings in these articles unless stated otherwise or the context otherwise requires;
- (c) reference to the singular includes the plural and vice versa and reference to any gender includes other genders;
- (d) references to "**and/or**" (including, without limitation, in the definition of "Relevant Employee") shall be construed disjunctively; and
- (e) references to any statute, statutory instrument, regulation or rule (including any rule set out in the FCA Handbook) are to that statute, statutory instrument, regulation or rule as amended, re-enacted and / or replaced from time to time

2.3 In these articles, references to a "**transfer**" of a Share or of an interest in a Share will be deemed to include (without limitation):

- (a) the transfer, sale or disposition of a legal, beneficial or other interest in such Share or in the economic or voting rights attaching to it;
- (b) the creation of a trust, encumbrance or other third party right over such Share or the economic rights attaching to it; and/or
- (c) the granting of any actual, conditional or contingent right to acquire such Share or the economic or voting rights attaching to it,

in any case, whether or not:

- (d) by the registered holder thereof;
- (e) for consideration; or
- (f) effected by instrument in writing.

3. Share capital and variation of class rights

3.1 Class rights

- (a) The share capital of the Company comprises Preference Shares, Ordinary Shares and B Shares.
- (b) The Preference Shares, Ordinary Shares and the B Shares are separate classes of share.
- (c) The rights attaching to any class of Share may be varied or abrogated with Class Majority Consent in relation to that class of Share and (in respect of a variation or

abrogation of the rights of the B Shares) the consent of the Controlling Shareholder.

- (d) The rights conferred upon the holders the Preference Shares and B Shares shall not be and shall be deemed not to be varied or abrogated by the creation or issue of further shares (whether ranking in priority to, behind or *pari passu* with the Preference Shares or B Shares (as applicable) in respect of any right or matter) and any alteration made to these articles to incorporate the rights attaching to any such further shares shall not be and shall be deemed not to be a variation of the rights attaching to the Preference Shares or B Shares (as applicable).
- (e) The rights conferred upon the holders of any class of Share shall not be and shall be deemed not to be varied or abrogated by the purchase or redemption by the Company of any Shares.

3.2 **Rights on a liquidation or winding up**

- (a) Subject to article 3.2(b) on a liquidation or winding up of the Company, the Liquidation Distribution Amount, shall be applied in the following order and priority:

Priority level	Share / class of Share	Amount to be paid
1.	Each Preference Share	The Outstanding Preference Amount in respect of that Preference Share as at the date immediately prior to the date of payment.
2.	Ordinary Shares.	An amount which is equal to the Final B Share Hurdle Rate (or, if less, the whole amount of the Liquidation Distribution Amount).
3.	Ordinary Shares and B Shares (as if one class).	Any balance of such Liquidation Distribution Amount in excess of the Final B Share Hurdle Rate.

- (b) If:
 - (i) a Trigger Event has occurred prior to the commencement of a liquidation or winding up of the Company; but
 - (ii) the Preference Shares have not, at that time, converted to Ordinary Shares pursuant to article 4.2 for any reason,
 then, notwithstanding that the Preference Shares may not have converted, they shall be treated as having converted for the purposes of the application of the Distribution Mechanism.
- (c) If the aggregate amount available to be paid to Shareholders at any priority level (the “**Priority Level Amount**”) in the Distribution Mechanism is:
 - (i) more than zero; but
 - (ii) less than the aggregate of the entitlements of all of those Shareholders at that priority level,
 the Priority Level Amount shall be allocated to each those Shareholder pro-rata according to their entitlements at that priority level.

3.3 **Rights on an Asset Sale**

Following an Asset Sale (and, if the Board so determines, payment of any or all Priority Amounts):

- (a) the Company will be placed into voluntary liquidation so that the Liquidation Distribution Amount can be applied in accordance with article 3.2; and

- (b) each Shareholder shall take such action and do such things as the Board reasonably requests in order to place the Company into voluntary liquidation.

3.4 ***Rights on a Sale***

- (a) Upon a Sale (including pursuant to article 12), the proceeds thereof (after deduction of all properly incurred costs) shall be distributed amongst the Shareholders in accordance with the provisions of article 3.2 which shall apply mutatis mutandis as if references to "Liquidation Distribution Amount" were to the amount of such proceeds.
- (b) If the proceeds of a Sale include Deferred Instalments the provisions of article 3.2 shall be applied on completion of the Sale in respect of the consideration to be paid on completion and reapplied each time a Deferred Instalment is paid. Each time the provisions of article 3.4(a) are reapplied, when calculating the amount due to Shareholders the proceeds of such Sale shall include the sum of all consideration that has already been paid and the relevant Deferred Instalment, provided that account shall be taken of amounts already received by Shareholders in respect of previous payments of consideration.

3.5 ***Rights on a Listing***

- (a) On a Listing (or, if the Board so determines, shortly prior to a Listing), the share capital of the Company shall be reorganised or reconstructed in order that each Preference Shareholder and each B Shareholder shall benefit from the economic effect of the Listing (whether by way of issue of new ordinary shares in the listed vehicle or otherwise). The implied value of each Preference Share and B Share for this purpose shall be equal to the amount which would be distributed in respect of it pursuant to the Distribution Mechanism if references to "Liquidation Distribution Amount" in article 6 were to the fair market value of the Company implied by the Listing, prior to the impact of any primary offering, as determined by the Board.
- (b) In the event that article 3.5(a) applies in the context of a Listing, each Shareholder shall cooperate with, and take all actions reasonably required to effect, such reorganisation or reconstruction of the share capital of the Company.

3.6 ***Adjustment of Distribution Mechanism***

- (a) Subject to article 3.6(b), in the event that a Distribution occurs prior to a liquidation or winding up of the Company or a Sale, the Directors may, if in their absolute discretion they determine that it would be appropriate to do so, adjust the Distribution Mechanism to reflect the fact that, but for the Distribution, the Liquidation Distribution Amount would have been higher.
- (b) For the avoidance of doubt, each Preference Shareholder will not be entitled to more than the amount specified in article 3.2(a) in respect of the Preference Shares held by them.

3.7 ***Distributions***

- (a) Subject to article 3.7(b):
 - (i) amounts to be Distributed by the Company in or in respect of any financial period may be declared on a class by class basis; and
 - (ii) the any amount to be distributed in respect of the relevant Shares shall be divided between the relevant Shareholders *pro rata* to number of the relevant Shares held by each such Shareholder as at the time of the Distribution and paid to them accordingly.
- (b) The Preference Shareholders shall not be entitled to any Distributions in respect of the Preference Shares held by them.

3.8 ***Voting***

- (a) Each Ordinary Share entitles its holder to receive notice of, attend and vote at any general meeting of the Company.
- (b) Other than at a separate meeting of the holders of that class, neither the Preference Shares nor the B Shares confer any right to receive notice of, attend or vote at any general meeting of the Company or to vote on any written resolution of the Company.
- (c) On a vote on a resolution on a show of hands at any general meeting of the Company or meeting of any class of Share (as applicable):
 - (i) every Shareholder present who is:
 - entitled to vote at the meeting (a **"Relevant Shareholder"**); and
 - present in person,
 shall have one vote; and
 - (ii) every proxy present who has been duly appointed by one or more Relevant Shareholders shall have one vote (except that, if a proxy has been duly appointed by more than one Relevant Shareholder and the proxy has been instructed by one or more of those Relevant Shareholders to vote for the resolution and by one or more of those Relevant Shareholders to vote against it, then the proxy shall have one vote for and one vote against the resolution).
- (d) On a vote on a poll taken at any general meeting of the Company or meeting of any class of Share every Relevant Shareholder present in person or by proxy shall have one vote for each Share of which the Relevant Shareholder is the holder.

3.9 ***Deductions, withholdings and set off***

- (a) The Directors may deduct from a dividend or other amounts payable to a person on or in respect of a Share any amounts presently payable by them to the Company on account of a call or otherwise in respect of that Share.
- (b) No Shareholder shall be entitled to:
 - (i) set-off any amount owed by them to the Company (whether in respect of a Share or otherwise) (a **"Shareholder Liability"**) against any amount owed by the Company to them in respect of their Shares (a **"Company Liability"**); or
 - (ii) withhold payment of all or any amount of any Shareholder Liability until payment of all or any amount of a Company Liability; or
 - (iii) deduct from any payment of any Shareholder Liability all or any amount of a Company Liability,
 (in each case whether the Shareholder Liability or Company Liability is present, future, contingent or otherwise).

3.10 ***Put Rights for B Shares***

- (a) *B Share Put Option*
 - (i) Any holder of B Shares (each a **"B Share Put Option Holder"**) shall be entitled to put all (but not some only) of their B Shares onto the Controlling Shareholder (the **"B Share Put Option"**) at the Prescribed B Share Price at any time during the period of six months from the date such B Shares were first allotted (the **"Exercise Period"**).
 - (ii) The B Share Put Option may be exercised during the Exercise Period by the B Share Put Option Holder serving notice in writing (a **"B Share Put Option Notice"**) on the Controlling Shareholder requiring it to purchase all the B Shares that are then held by that B Share Put Option Holder, free from all encumbrances and together with all rights attaching to them.

- (iii) To the extent unexercised, each B Share Put Option shall expire at the end of the Exercise Period.
 - (iv) For the avoidance of doubt, if a B Share Put Option is exercised in accordance with this article 3.10(a), it may still be exercise in respect of the B Shares the subject of such B Share Put Option by any subsequent holder of such B Shares in accordance with the provisions of this article 3.10(a).
- (b) *Completion of B Share transfers on exercise of B Share Put Option*
- (i) The transfer of the relevant B Shares in accordance with the B Share Put Option shall be completed in accordance with article 5 within ten Business Days of the date on which the B Share Put Option Notice is served pursuant to article 3.10(a).
 - (ii) Where this article 3.10(b) applies to the transfer of any B Shares, the relevant B Shares shall be transferred free of encumbrances and with all rights attaching thereto and upon completion of any such transfer of B Shares:
 - the purchaser shall pay the amount due to be paid in respect of the relevant B Shares in Sterling to the relevant B Shareholder by transfer to such bank account as shall have been nominated by that B Shareholder before completion of the transfer. The amount paid shall be subject to such deductions for income tax and NICs (or overseas equivalents) or otherwise as may be required by law or as the Board may determine;
 - any Director shall have the power to execute on behalf of and in the name of the relevant B Shareholder all such documents as may be necessary or desirable in order to implement the transfer of any B Shares; and
 - if any B Shareholder fails to nominate a bank account for the proceeds of the transfer, the transfer monies payable to that B Shareholder may be set aside and paid into a separate interest bearing account with the Company's bankers (designated for the benefit of the B Shareholder concerned) and that setting aside shall be deemed for all purposes to be a payment to that B Shareholder and all the B Shareholder's rights as the holder of the relevant B Shares shall cease and determine as from the date of completion of the transfer of those B Shares. The Company shall not be responsible for the safe custody of the monies so placed on deposit or for interest on it except for interest that those monies may earn while on deposit less any expenses incurred by the purchaser in connection with that deposit.
 - (iii) Any present and future stamp, documentary and other transfer duties, if any, payable in respect of the creation or the exercise of a B Share Put Option or transfer of B Shares, shall be borne by the Controlling Shareholder.

4. Redemption and conversion of Preference Shares

4.1 Redemption

- (a) Subject to article 4.1(b), the Board may at any time after a Regulatory Event has occurred decide to redeem all (but not some only) of the Preference Shares then in issue (such a decision to redeem being a "**Redemption Election**").
- (b) A Redemption Election may only be made where:
 - (i) the Company is permitted to redeem the Preference Shares under Applicable Regulations;

- (ii) without prejudice to article 4.1(b)(i), if required under the Applicable Regulations the permission of the Relevant Regulator has been or is deemed to have been obtained;
- (iii) without prejudice to article 4.1(b)(i) and 4.1(b)(ii) above, if required under the Applicable Regulations, either:
 - A. the Company has replaced the Instruments with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or
 - B. the Company has demonstrated to the satisfaction of the Relevant Regulator that the Issuer would, following the redemption, comply with the Applicable Regulations as regards its own funds and / or capital requirements by a margin that the Relevant Regulator considers necessary at such time;
- (iv) the Company has complied with any pre-conditions set by the Relevant Regulator for the redemption;
- (v) the redemption is permitted by the Act;
- (vi) the Solvency Condition is (or, as applicable, will be) satisfied immediately prior to and immediately after the redemption; and
- (vii) a Trigger Event has not occurred.
- (c) If the Board decides to make a Redemption Election in accordance with articles 4.1(a) and 4.1(b), they shall give notice of such Redemption Election to the Preference Shareholders (a “**Redemption Notice**”).
- (d) The Redemption Notice given to each Preference Shareholder shall specify the aggregate Outstanding Preference Amount in respect of the Preference Shareholders’ Preference Shares as at the Redemption Date (that Preference Shareholder’s “**Redemption Amount**”).
- (e) The Preference Shares shall be redeemed on the date of the Redemption Notice (the “**Redemption Date**”).
- (f) On (or as soon as possible following) the Redemption Date, the Company shall pay to each Preference Shareholder that Preference Shareholder’s Redemption Amount. Such payment must be:
 - (i) in the form of a cheque (drawn on a London clearing bank) delivered at the Office or such other place as shall have been specified by the Board; or
 - (ii) by electronic funds transfer or any other method of payment as may be specified by the Board.
- (g) As soon as possible following the Redemption Date each Preference Shareholder shall deliver to the Company the certificate(s) in respect of their Preference Shares for cancellation by the Company (or, in the case of any lost or destroyed certificate(s) an indemnity in respect of those certificates in the form approved by the Directors).

4.2 **Conversion**

- (a) *Conversion following a Trigger Event*
 - (i) The Company shall inform the Relevant Regulator as soon as possible following the occurrence of a Trigger Event.
 - (ii) As soon as possible and in any event within the period of:
 - A. one month; or
 - B. such shorter period as is required by Applicable Regulations,

following the occurrence of a Trigger Event (the “**Conversion Notice Period**”), the Company will give the Preference Shareholders notice (a “**Conversion Notice**”) of the conversion of their Preference Shares to Ordinary Shares in accordance with this article 4.2 (the “**Conversion**”).

- (iii) The Conversion shall take effect on the date of the Conversion Notice. On that date, the Preference Shares shall automatically convert into Ordinary Shares at the Preference Conversion Ratio without any further action by the Company, the Preference Shareholders or any other person.
- (iv) As soon as possible following the Conversion:
 - A. each Preference Shareholder shall deliver the certificate(s) in relation to their Preference Shares for cancellation (or, in the case of any lost or destroyed certificate(s) an indemnity in respect of those certificates in the form approved by the Directors); and
 - B. the Company will send each Preference Shareholder a certificate in respect of the Ordinary Shares arising on the Conversion of their Preference Shares.
- (v) If the Conversion gives rise to a fractional entitlement to an Ordinary Share, then any such fractional entitlement shall be consolidated with any other fractional entitlements arising from the conversion of the Preference Shares of the Preference Shareholder in question into such number of Ordinary Shares as is equal to the sum of the fractional entitlements so arising of such Preference Shareholder.
- (vi) Where any such fractional entitlement of any Preference Shareholders remains following the consolidation referred to in article 4.2(a)(vii), the number of Ordinary Shares arising from the conversion of each such Preference Shareholder's Preference Shares shall be rounded up or down (as determined by the Board, acting in good faith) to the nearest whole number in such a manner as ensures that the aggregate nominal value of the Ordinary Shares arising from the Conversion is not less than the aggregate nominal of the Preference Shares immediately prior to the Conversion.
- (vii) If (after articles 4.2(a)(vii) and 4.24.2(a)(vii) have been applied) the Preference Shares are to convert into a number of Ordinary Shares with an aggregate nominal amount which is greater than the aggregate nominal amount of the Preference Shares, the Company shall, to the extent permitted by law, issue such additional Ordinary Shares fully paid at par (whether by the automatic capitalisation of any amounts standing to the credit of the share premium account or other available reserve of the Company or by such other lawful process) so as to ensure that there shall be no requirement for any subscription monies to be paid by such Preference Shareholders in respect of those additional Ordinary Shares. The Shareholders shall procure (in so far as they are so able to by proposing and passing appropriate resolutions) that the Directors shall have the appropriate authorities to effect the allotment and issue of such Ordinary Shares.
- (viii) In the event that the Company is unable under applicable law to satisfy the allotments and issues of Ordinary Shares required under article 4.2(a)(vii) in full:
 - A. the Company shall allot the maximum number of Ordinary Shares possible to the relevant Preference Shareholders on a pro rata basis according to their respective entitlements to such Ordinary Shares; and

- B. the relevant Preference Shareholders shall be entitled to subscribe in cash at par for the balance of their entitlement to Ordinary Shares, but (for the avoidance of doubt) no Preference Shares shall remain in issue following the Conversion.

(b) *Adjustment of Conversion Ratio and / or Issue Price of the Preference Shares*

- (i) The Conversion Ratio and / or Issue Prices of the Preference Shares shall be adjusted in accordance with this article 4.2(b) in order to ensure that the economic interests of the Preference Shareholders in the Company are not adversely affected by an Adjustment Event (any such adjustment being an **"Adjustment"**).
- (ii) Where an Adjustment Event occurs, the Directors will seek to agree the Adjustment(s) (if any) in writing with a Class Majority in relation to the Preference Shares (a **"Preference Class Majority"**). In the event that:
 - A. such an agreement cannot be reached within 20 Business Days of the Adjustment Event, either the Board or a Preference Class Majority may; or
 - B. a Trigger Event has occurred, the Board will,
 - give notice to the Preference Shareholders or the Board (as applicable) requiring the matter to be determined by an Independent Expert.
- (iii) In the event of a referral pursuant to article 4.2(b)(ii)A, the Independent Expert will be nominated by agreement between the Board and a Preference Class Majority or, in the event of that no agreement can be reached within 10 Business Days of the date of the notice pursuant to article 4.2(b)(ii), either the Board or a Preference Share Majority may refer request that the nomination be made by the President for the time being of the Institute of Chartered Accountants in England and Wales.
- (iv) In the event of a referral pursuant to article 4.2(b)(ii)B, the Independent Expert will be nominated by the Board.
- (v) The nominated Independent Expert shall be instructed to determine:
 - A. as soon as reasonably practicable; and
 - B. if a Trigger Event has occurred, in any event before the date which is three Business Days prior to the end of the Conversion Notice Period,

what Adjustment(s) is (or are) in the Independent Expert's opinion fair and reasonable to take account of Adjustment Event.
- (vi) The Independent Expert shall:
 - A. act as experts and not as arbitrators or adjudicators (and, accordingly, the Arbitration Act 1996 shall not apply); and
 - B. issue a written report to the Company setting out the details of the Adjustment(s) to be made.
- (vii) The Independent Expert's determination shall be final and binding except in the case of fraud or manifest error.
- (viii) The Company will:
 - A. send a copy of the Independent Expert's report to each Preference Shareholder; and
 - B. pay all costs of obtaining the Independent Expert's report.

- (ix) Notwithstanding anything in this article 4.2(b), no Adjustment will be made unless it is permitted by (and made in accordance with) the Applicable Regulations.

5. Pre-emption on new issues

- 5.1 All shares and warrants, loan notes or other securities or rights to subscribe for or convert into Shares (other than B Shares) (together "**Relevant Securities**") which the Company proposes to allot or issue shall first be offered by the Company for subscription to the Ordinary Shareholders in the proportion that the aggregate nominal value of such Ordinary Shares for the time being held by each such Ordinary Shareholder bears to the total number of Shares then in issue.
- 5.2 Such offer shall be made by the Company by notice in writing specifying the number of Relevant Securities to which the relevant Ordinary Shareholder is entitled and limiting a time (being not less than 14 days) within which the offer (if not accepted) will be deemed to have been declined. Ordinary Shareholders who accept the offer shall be entitled to indicate in writing to the Company that they would accept, on the same terms, additional Relevant Securities (specifying a maximum number) which have not been accepted by other Ordinary Shareholders ("**Excess Shares**"). Any Excess Shares shall be allotted to Ordinary Shareholders who have indicated they would accept Excess Shares. Excess Shares shall be allotted pro rata to the aggregate number of Shares held by Shareholders accepting Excess Shares (provided that no such Ordinary Shareholder shall be allotted more than the maximum number of Excess Shares such Ordinary Shareholder has indicated they are willing to accept).
- 5.3 After the expiration of such time or upon receipt by the Company of an acceptance or refusal of every offer so made (whichever is the earlier), the Board shall be entitled to dispose of any Relevant Securities so offered, and which are not required to be allotted in accordance with this article 5 in such manner as the Board may think most beneficial to the Company.
- 5.4 If, owing to the inequality of the number of new Relevant Securities to be issued and the number of Ordinary Shares held by Ordinary Shareholders entitled to receive the offer of new Relevant Securities, any difficulties shall arise in the apportionment of any such new Relevant Securities amongst the Shareholders such difficulties shall be determined by the Board.
- 5.5 Any or all of the provisions of article 5.1 to article 5.4 may be set aside with both (a) Ordinary Super Majority Consent and (b) the approval of the Board.
- 5.6 The provisions of sections 561(1) and 562(1) to (5) (inclusive) of the Act shall not apply to the Company.

6. Share transfers - general provisions

- 6.1 No Shareholder shall pledge (or otherwise encumber), sell, transfer, convey or otherwise dispose of any of its Shares in the Company unless the procedures pursuant to these articles has been observed.
- 6.2 The instrument of transfer of a Share may be in any usual form or in any other form which the Board 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 holder of the Shares concerned until the name of the transferee is entered in the register of members in respect of such Shares.
- 6.3 The Board may refuse to register the transfer of any Share:
 - (a) if it is not lodged at the Office or at such other place in England as the Board may appoint and/or it is not accompanied by the certificate(s) for the Shares to which such transfer relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - (b) if it is in respect of more than one class of Share;

- (c) if it is in favour of more than four transferees;
- (d) if the Board are not satisfied that the transferee shall have received appropriate independent advice as to the rights and obligations attaching to the Shares transferred; or
- (e) if it is to a person who is (or whom the Board reasonably believe to be) under 18 years of age or who does not have (or whom the Board reasonably believe does not have) the legal capacity freely to dispose of any Share without let, hindrance or court approval.

6.4 The Board shall refuse to register the transfer of any Share unless they are satisfied that such transfer is a transfer permitted under article 7 (a "**Permitted Transfer**").

7. Permitted Share transfers

7.1 Subject to article 6, a Shareholder shall only be permitted to transfer any Share (other than a Preference Share) or an interest in any Share (other than a Preference Share):

- (a) to any person with written consent of the Controlling Shareholder;
- (b) in the case of Leaver Shares, in accordance with articles 8 and 9;
- (c) in the case of a Shareholder who is a Relevant Employee, so long as they remain a Relevant Employee, to a Family Member over the age of 18 or to a Family Trust, provided that:
 - (i) there is disclosed to the Board the terms of the trust instrument and in particular the power of the trustee(s);
 - (ii) there is disclosed to the Board the identity of the proposed Family Member or the trustee of the relevant Family Trust;
 - (iii) no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company; and
 - (iv) where the transfer is to a spouse or civil partner of a Shareholder, that transferee gives an undertaking to the Company and to the other Shareholders that if they cease to be the spouse or civil partner of that Shareholder, they will, prior to so ceasing, transfer all Shares held by them back to the original transferor,

and provided that such transfer is made only following the provision of written Board consent (such consent not to be unreasonably withheld);

- (d) in the case of a Shareholder who is a trustee of a Family Trust, to:
 - (i) the new or remaining trustee(s) of the Family Trust upon any change of trustee(s); and
 - (ii) any persons (being a Shareholder or a former Shareholder who has previously transferred some or all of their Shares in accordance with article 6(a) or a Family Member of such a person),

and provided that such transfer is made only following the provision of written Board consent (such consent not to be unreasonably withheld);

- (e) in the case of a Shareholder which is a Body Corporate or a nominee appointed in accordance with clause 7.1(e)(iii):
 - (i) to member of that Shareholder's Group if the transferee gives an undertaking to the Company and to the Shareholders that if the transferee ceases to be a member of the transferring Shareholder's Shareholder Group, all its shares in the Company will, prior to ceasing to be a member of the Shareholder's Group, be transferred to another member of the Shareholder's Group or to the original transferor;

- (ii) to another Body Corporate whose shareholders are the same as (and who hold legal and beneficial interests in the same proportions as) all those legally and beneficially interested in the transferring Shareholder; or
- (iii) to a nominee jointly appointed by all those legally and beneficially interested in a Shareholder where such nominee shall hold Shares on behalf of such appointees;
- (f) in accordance with and permitted or required under articles 3.10(a), 3.10(b), 8, 10, 11, 12, 13 or 14.

7.2 Except in the case of any transfer which is permitted or required under:

- (a) article 12;
- (b) article 13; or
- (c) article 14,

a Preference Shareholder shall not be entitled to transfer any Preference Shares or interest in any Preference Shares to any person without the consent of the Board.

8. Compulsory transfers

8.1 The provisions of this article 8 shall apply to any Leaver in respect of their entire holding of Shares.

8.2 At any time on or after a Leaving Date, the Board may serve notice on a Leaver notifying them that they are, with immediate effect, deemed to have offered to sell such number of their Shares (including any additional Shares acquired by them after the Leaving Date and whether or not such Shares were in issue at the Leaving Date) (the "**Leaver Shares**") at the Leaver Sale Price to such person or persons as is specified by the Board being any one or more of the person or persons specified in article 8.7 (a "**Leaver Sale Notice**") and upon receipt of such Leaver Sale Notice, the Leaver shall be obliged to transfer at the Leaver Sale Price with full title guarantee and free from all encumbrances and third party rights, the Leaver Shares in accordance with articles 8 and 9.

8.3 The time periods for service of a Leaver Sale Notice referred to in article 8.2 shall be extended by written notice from the Board served at any time (for such period as may be specified in such written notice from the Board) in the event that the Fair Price for such Leaver Shares has not yet been agreed or determined within such applicable time periods.

8.4 The "**Leaver Sale Price**" shall be, subject to these articles:

- (a) in the case of any Good Leaver, the higher of: (i) the Issue Price; and (ii) the proportion of the Fair Price for the Leaver Shares indicated in column (2) of the table below as calculated by reference to the time which has elapsed between the Start Date and the Leaving Date as indicated in column (1) of the table below:

(1) Leaving Date	(2) Percentage of Fair Price payable (%)
Prior to the date falling twelve months after the Start Date	0
On or after the date falling twelve months after the Start Date up to the second anniversary of the Start Date	33.33
On or after the second anniversary of the Start Date up to the third anniversary of the Start Date	66.67
On or after the third anniversary of the Start Date	100

- (b) in the case of any Bad Leaver, the lower of: (i) the Issue Price; and (ii) the Fair Price for the Leaver Shares.
- 8.5 For the purposes of these articles, the "**Fair Price**" shall be such price for the Leaver Shares as at the Leaving Date as may be agreed in writing between the transferor and the Board or, failing such agreement, the price determined in accordance with article 8.
- 8.6 Unless otherwise directed by the Board, any Shares held by a Leaver shall, irrespective of whether a Leaver Sale Notice has been served, cease to confer upon that Leaver the right, if any, to receive notice of, attend and vote at any general meeting, or any meeting of the holders of any class of Shares or to receive and vote on any proposed written resolution or to exercise any pre-emption or other right and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution of any Shareholders or class of Shareholders or in determining entitlements to pre-emption or other rights. This restriction shall cease immediately upon the Company registering a transfer of the relevant Leaver Shares in accordance with these articles.
- 8.7 For the avoidance of doubt:
 - (a) there shall be no obligation on any party as regards a Leaver to purchase any Shares prior to agreement or determination of the Fair Price for such Leaver Shares and/or service of the Leaver Sale Notice. If no Leaver Sale Notice is served within the time period specified in article 8.2 (as the same may be extended in accordance with article 8.3) the Leaver shall be entitled to retain their Leaver Shares; and
 - (b) this article 8 shall not apply to any Leaver who is an Exempt Employee (or a Permitted Transferee of an Exempt Employee).
- 9. General provisions relating to compulsory transfers**
- 9.1 If the Fair Price is not agreed between the relevant transferor and the Board pursuant to article 7.5, then it shall be determined by the Auditors (which expression shall, for the purposes of this article 8, be deemed to include a reference to the Independent Expert if the Auditors are unable or unwilling to act) as at the Leaving Date and in such circumstances:
 - (a) the Company shall immediately instruct the Auditors to determine the Fair Price:
 - (i) in respect of Leaver Shares which are Ordinary Shares, on the basis that the price per Leaver Share shall be the sum which a willing buyer would agree with a willing seller for the entire issued ordinary share capital of the Company divided by the number of Ordinary Shares in issue and in respect of Leaver Shares which are B Shares, on the basis that the price per Leaver Share shall be the sum which a willing buyer would agree with a willing seller for the entire issued B Shares in the Company divided by the number of B Shares in issue;
 - (ii) without subtraction of any discount by reference to the percentage which the Leaver Shares represent of the entire issued share capital of the Company or in relation to any restrictions on the transferability of the Leaver Shares; and
 - (iii) having regard to the negotiations and discussions relating to the Fair Price (and the prices proposed on either side) prior to the appointment of the Auditors and taking into account such other factors as the Auditors consider appropriate,
 - (b) the Auditors shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;
 - (c) the certificate of the Auditors shall, in the absence of manifest error, be final and binding; and

- (d) the Company shall procure that any certificate required under this article is obtained as soon as reasonably practicable and the cost of obtaining such certificate shall be borne as to one half by the Company and as to one half by the Leaver, unless the Fair Price as determined by the Auditors is not more than 110% of that price (if any) which the Board had previously notified to the Leaver as being in its opinion the Fair Price, in which event the cost shall be borne in full by the Leaver.
- 9.2 The Company shall on request promptly supply the Leaver and the Auditors (or the Independent Expert as the case may be) with all such information concerning its affairs, assets and financial position as is fair and reasonable to enable them to form a view as to the Fair Price of the relevant Leaver Shares.
- 9.3 Completion of the sale and purchase of the Leaver Shares transferred to persons in accordance with article 9.7(b) shall take place in accordance with article 10.6. Completion of the sale and purchase of the Leaver Shares transferred to persons in accordance with article 9.7(a) shall take place during normal business hours at the Office within five Business Days of the later of:
 - (a) the relevant Leaver Sale Price having been agreed, determined or certified in accordance with these articles;
 - (b) (as the case may be) the completion of any relevant statutory process required to effect any purchase of Leaver Shares by the Company in accordance with article 9.7(a); or
 - (c) the identification of the person to whom such Leaver Shares are to be transferred in accordance with article 9.7(a),

or at such other place and/or at such time during normal business hours as the Board may specify, when the relevant Leaver shall deliver to the Company at the Office or such other place as shall have been specified by the Board a duly executed stock transfer form in respect of the relevant Leaver Shares together with the relevant share certificates (or an indemnity in respect any lost share certificate in a form satisfactory to the Board (acting reasonably)) against payment of the Leaver Sale Price for such Leaver Shares. Payment must be:

 - (d) in the form of a cheque (drawn on a London clearing bank) delivered at the Office or such other place as shall have been specified by the Board; or
 - (e) by electronic funds transfer or any other method of payment as may be specified by the Board.
- 9.4 Save in the case of an acquisition of any Leaver Shares by the Company under the provisions of these articles, if any Leaver defaults in transferring any of their Leaver Shares pursuant to article 8 or this article 9, the Company may:
 - (a) receive the relevant purchase money in whatever form;
 - (b) nominate any person to execute, complete and deliver an instrument of transfer of such Leaver Shares together with any other documents necessary to effect the transfer of such Leaver Shares, in the name and on behalf of the relevant Leaver,

and thereafter, when such instrument has been duly stamped, the Company shall cause the name of the proposed transferee to be entered in the register of members of the Company as the holder of such Leaver Shares and shall hold the purchase money on trust (without interest) for the relevant Leaver. The receipt by the Company of the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after their name has been so entered in the register of members of the Company, the validity of the proceedings shall not be questioned by any person.
- 9.5 In the case of any acquisition of Leaver Shares by the Company under the provisions of these articles, if the Leaver defaults in transferring any Leaver Shares pursuant to article 8 and this article 9, the Company shall be entitled to nominate any person to execute,

complete and deliver a buyback agreement, an instrument or form of transfer relating to the buyback of such Leaver Shares, together with any other documents necessary to effect the purchase by the Company of the Leaver Shares, in the name and on behalf of the relevant Leaver and thereafter, when the applicable instrument or form of transfer has (if appropriate) been duly stamped, the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money in whatever form on trust (without interest) for the relevant Leaver.

9.6 Where any Leaver's Leaver Shares were originally acquired by that Leaver by way of transfer rather than allotment, references to the Issue Price in article 8.4 shall, in relation to such Leaver's Leaver Shares, be deemed to be references to the amount paid by such Leaver on such transfer.

9.7 The order of the persons to whom the number and class of Leaver Shares shall be transferred in or pursuant to a Leaver Sale Notice shall be as follows:

(a) in the event that such Leaver Shares are transferred from or otherwise relate (in the opinion of the Board, acting reasonably) to a Relevant Employee or a Permitted Transferee (pursuant to the provisions of articles 7.1(b) and 7.1(c)) of a Relevant Employee:

- (i) subject to the Board's approval and the Company having sufficient Available Profits and cash available to enable it to buy back such Shares without (in the view of the Board) prejudicing the financial position of the Company and otherwise subject to compliance with the Act, to the Company;
- (ii) to the extent such Leaver Shares are not acquired or to be acquired by the Company in accordance with article 9.7(a)(i), to any Directors, officers and employees of the Group as the Board may determine, not already being a Shareholder and who might include a person who assumes and discharges the role and duties of the Relevant Employee within the Group;
- (iii) to the extent such Shares are not acquired or to be acquired by the persons specified in articles 9.7(a)(i) and 9.7(a)(ii) to any Directors, officers and employees of the Group as may be designated by the Board, who may already be a Shareholder; and
- (iv) to the extent such Shares are not acquired or to be acquired by the persons specified in articles 9.7(a)(i) to 9.7(a)(iii) (inclusive), if determined by the Board, to an Employee Trust (to the extent one shall have been established) or to such person otherwise assigned by the Board (the "**Custodian**") to be held on and subject to the terms referred to in article 9.10,

provided always that the Leaver Sale Notice may reserve to the Board the right to finalise the identity of the person or persons to whom the number and class of Leaver Shares shall be transferred once the Fair Price has been agreed or determined in accordance with these articles; and

(b) in the event that such Leaver Shares are transferred from any Shareholder who is not in the opinion of the Board (acting reasonably) a Relevant Employee or a Permitted Transferee (pursuant to the provisions of articles 7.1(b) and 7.1(c)) of a Relevant Employee:

- (i) subject to the Board's approval and the Company having sufficient Available Profits and cash available to enable it to buy back such Shares without (in the view of the Board) prejudicing the financial position of the Company and otherwise subject to compliance with the Act, to the Company; and
- (ii) to the extent such Leaver Shares are not acquired or to be acquired by the Company in accordance with article 9.7(b)(i), to Shareholders in accordance with the provisions of article 11.7.

- 9.8 If, having been identified in a Leaver Sale Notice, the category of persons:
- (a) in article 9.7(a)(i) fails to complete the transfer of all or any of the number and class of Shares in or pursuant to a Leaver Sale Notice, then the Leaver Sale Notice shall be deemed to be amended so that such Shares shall be transferred to the category of persons in article 9.7(a)(ii);
 - (b) in article 9.7(a)(ii) fails to complete the transfer of all or any of the number and class of Shares in or pursuant to a Leaver Sale Notice, then the Leaver Sale Notice shall be deemed to be amended so that such Shares shall be transferred to the category of persons in article 9.7(a)(iii); and
in article 9.7(a)(iii) fails to complete the transfer of all or any of the number and class of Shares in or pursuant to a Leaver Sale Notice, then the Leaver Sale Notice shall be deemed to be amended so that such Shares shall be transferred to the category of persons in article 9.7(a)(iv).
- 9.9 If the Auditors are unable or unwilling to act for the purposes of making the calculations and determinations referred to in this article 8 or if the Board and the Relevant Employee agree that the Auditors shall not be appointed for these purposes or otherwise disagree over such appointment, the Fair Price shall be determined by an independent firm of chartered accountants of repute appointed by the Board (with the agreement of the Relevant Employee, or, in the event of failure to agree, by the President from time to time of the Institute of Chartered Accountants in England and Wales) to act as an expert and not as an arbitrator and whose determination in the absence of manifest error shall be final and binding on the parties concerned.
- 9.10 If a Custodian becomes the holder of Leaver Shares, then they shall hold the same on, and subject to, the following terms:
- (a) they may exercise the voting rights (if any) for the time being attaching to such Leaver Shares as they think fit;
 - (b) save with the written consent of the Controlling Shareholder, they shall not encumber the same;
 - (c) they will (subject as provided in article 9.11 below) transfer the legal title to such Leaver Shares and all such other interests as they may have therein to (and only to) such person and at such time and at such price as the Controlling Shareholder may from time to time direct by notice in writing to the Custodian **provided that** the Custodian 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
 - (d) if an offer is made to them for the Leaver Shares (whether as part of a general offer or otherwise) then they shall seek written consent from the Controlling Shareholder as to what (if any) actions they should take with regard thereto but, in the absence of such instructions within 14 days of seeking the same, the Custodian may accept or decline to accept such offer, as they think fit.
- 9.11 Immediately prior to a Sale or a Listing, and subject to the proviso to article 9.10(c), any Shares that then remain held by the Custodian shall be offered by the Company to the holders of Ordinary Shares other than to any Leaver at a price per Share to be agreed by the Board and in the proportion that the aggregate nominal value of such Shares for the time being held by each such holder bears to the total number of Shares then in issue (excluding for these purposes, any Leaver Shares). Such offer shall be made by notice in writing specifying the number of Shares to which the relevant Shareholder is entitled and limiting a time (being not less than five days) within which the offer (if not accepted) will be deemed to have been declined. Holders of Shares who accept the offer shall be entitled to indicate that they would accept, on the same terms, additional Shares (specifying a maximum number) which have not been accepted by other holders of Shares ("**Additional Shares**"). Any Additional Shares shall be allocated and transferred to those holders of Ordinary Shares who have indicated they would accept Additional Shares. Additional

Shares shall be allocated and transferred pro rata to the aggregate number of Shares held by the holders of Shares accepting Additional Shares (provided that no such Shareholder shall be allocated and transferred more than the maximum number of Additional Shares such Shareholder has indicated they are willing to accept).

- 9.12 After the expiration of such time period specified in article 9.11, or upon receipt by the Company of an acceptance or refusal of every offer so made, the Board shall be entitled to offer any Shares which are not required to be transferred in accordance with article 9.11, in such manner as the Board may think most beneficial to the Company or as directed by the Controlling Shareholder.
- 9.13 If, owing to the inequality of the number of the Shares and the number of Shares held by Shareholders entitled to receive the offer of the Shares, any difficulties shall arise in the apportionment of any such Shares amongst the holders of the Shares, such difficulties shall be determined by the Board.

10. Compliance

- 10.1 For the purpose of ensuring compliance with article 7 the Company may with the written consent of the Board require any Shareholder to procure that they or any Permitted Transferee of theirs or it, or such other person as is reasonably believed to have information and/or evidence relevant to such purpose, provides to the Company any information and/or evidence relevant to such purpose and failing such information and/or evidence being provided the Board notify the relevant Shareholder (the "**Defaulting Shareholder**") that a breach of the transfer provisions set out in these articles is deemed to have occurred, whereupon:
- (a) the Company shall refuse to register any transfer of the Relevant Default Shares (otherwise than with the Board's written consent);
 - (b) the Relevant Default Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights:
 - (i) to vote (whether on a show of hands or on a poll or on a written resolution and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question); or
 - (ii) to receive dividends or other distributions (other than an amount equal to the Issue Price of the Relevant Default Shares upon a return of capital),as may otherwise attach to the Relevant Default Shares or to any further Shares issued pursuant to the exercise of a right attaching to any of the Relevant Default Shares or in pursuance of an offer made to the holder thereof; and
 - (c) the Defaulting Shareholder may be required at any time following receipt of written notice from the Company to transfer (or procure the transfer of) some or all of the Relevant Default Shares to such person(s) and at such price as is determined by the Board.
- 10.2 The rights attaching to the Relevant Default Shares referred to in article 10.1 may be reinstated either by the Board or, if earlier, upon the completion of the transfer of the Relevant Default Shares or other transfer as contemplated by article 10.1(c).
- 10.3 For the purposes of this article 10, the expression "**Relevant Default Shares**" shall mean the Shares which the Defaulting Shareholder holds or to which they are entitled and any Shares formerly held by them which have been transferred in breach of article 6.
- 10.4 Each Shareholder hereby irrevocably authorises and instructs the Company and any Director as their agent to execute or sign all documents and do all things necessary or desirable on their behalf to give effect to the provisions of this article 10.
- ## **11. Transfers of Ordinary Shares subject to pre-emption rights**
- 11.1 Save where the provisions of articles 6.1(a) to 6.1(d), 8.7, 12 or 14 apply, any transfer or deemed transfer of Ordinary Shares by a Shareholder shall be subject to the pre-emption rights contained in this article 11.

- 11.2 Other than a Relevant Employee or any Permitted Transferees (pursuant to the provisions of articles 7.1(a), 7.1(b) and 7.1(d)) thereof, a Shareholder who wishes to transfer Ordinary Shares (a "**Seller**") shall, except as otherwise provided in these articles, before transferring or agreeing to transfer any Ordinary Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:
- (a) the number of Ordinary Shares which they wish to transfer (the "**Sale Shares**");
 - (b) if they wish to sell the Sale Shares to a third party, the name of the proposed transferee;
 - (c) the price (in cash) at which they wish to transfer the Sale Shares (the "**Transfer Price**"); and
 - (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders or a third party, as the case may be (a "**Minimum Transfer Condition**").
- 11.3 No Transfer Notice once given or deemed to have been given under these articles may be withdrawn, except with the Board's written consent.
- 11.4 A Transfer Notice constitutes the Company as the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 11.5 As soon as practicable following receipt of a Transfer Notice the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in article 11.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 11.6 *Transfers: pre-emptive offer*
- (a) The Board shall offer the Sale Shares to all Shareholders other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period commencing on the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**Pre-emptive Offer Period**") for the maximum number of Sale Shares they wish to buy.
 - (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under article 11.6(c) will be conditional on the fulfilment of the Minimum Transfer Condition.
 - (c) If, at the end of the Pre-emptive Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which their existing holding of the Shares bears to the total number of the Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which they have stated they are willing to buy.
 - (d) If not all Sale Shares are allocated in accordance with article 11.6(c) but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in article 11.6(c) save that references to "Continuing Shareholders" for this purpose shall exclude those persons who do not wish to subscribe for further Sale Shares.
 - (e) If, at the end of the Pre-emptive Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall conditionally allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and this article 10.6 and the balance (the "**Surplus Shares**") will be offered to any other person in accordance with article 11.7(e).
- 11.7 *Completion of transfer of Sale Shares*
- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated

under article 11.6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

- (b) If:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; and
 - (ii) allocations have been made in respect of all the Sale Shares,the Board shall give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (d) If the Seller fails to comply with the provisions of article 11.7(c):
 - (i) the chairman of the Company or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in their name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Ordinary Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until they have delivered to the Company their certificate or certificates for the relevant Ordinary Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to article 11.7(f) and article 14, the Seller may, within eight weeks after service of the Allocation Notice, transfer the Surplus Shares to any person at a price at least equal to the Transfer Price.
- (f) The right of the Seller to transfer Ordinary Shares under Article 11.7(e) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - (ii) the Seller has failed or refused to provide promptly information available to it or them and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

12. Drag along

- 12.1 In these articles a "**Qualifying Offer**" shall mean a bona fide offer in writing on arm's length terms by or on behalf of any person (the "**Offeror**") for all the Shares of the Company not already owned by the Offeror or persons connected or acting in concert with the Offeror.
- 12.2 Whenever a Qualifying Offer is made, the holders of a Controlling Interest (the "**Accepting Shareholders**") shall have the right to require (in the manner set out in article 12.1) all of the remaining Shareholders (for the purposes of this article 12, the "**Other Shareholders**") to accept the Qualifying Offer in full.

- 12.3 Where the Accepting Shareholders wish to accept a Qualifying Offer and also require the Other Shareholders to accept such Qualifying Offer, they shall give written notice to the Other Shareholders and the Company of their wish to accept the Qualifying Offer and shall become entitled to sell their Shares to the Offeror (or their or its nominee) and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or their or its nominee) with full title guarantee on the date specified by the Accepting Shareholders, provided always that the Shareholders shall not be required to give any warranties, covenants, indemnities or undertakings other than in respect of their respective title to the relevant Shares held by them.
- 12.4 If any Other Shareholder does not, within five Business Days of being required to do so, execute and deliver a transfer in respect of the Shares held by them and deliver the certificate(s) in respect of the same (or an indemnity in lieu thereof in a form satisfactory to the Board (acting reasonably)), then any Accepting Shareholder shall be entitled:
- (a) to transfer such Other Shareholder's Shares directly to the Offeror or to their nominee(s);
 - (b) to execute, or authorise and instruct such person as they think fit to execute, the necessary transfer and indemnities (where applicable) on such Other Shareholder's behalf; and
 - (c) against receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares, to deliver such transfer and certificate(s) or indemnities to the Offeror (or their nominee(s)) and register such Offeror (or their nominee(s)) as the holder of those Shares,
- and the validity of such proceedings shall not be questioned by any person.
- 12.5 Each Other Shareholder shall pay its pro-rata share (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Accepting Shareholders in connection with the relevant Qualifying Offer and the transfer of the Shares held by the Other Shareholders, to the extent that such costs have been incurred on behalf of the Accepting Shareholders and all of the Other Shareholders.
- 12.6 While this article 12 applies to the Other Shareholders, their Shares may not be transferred other than pursuant to this article 11.
- 12.7 Any consideration paid to Shareholders pursuant to this article 12 will be paid in accordance with the requirements of article 3.4.
- 13. Drag along and compulsory voting on a Listing**
- 13.1 If the holders of a Controlling Interest agree that any Shares should be admitted to Listing then they shall give written notice of this to all other Shareholders (for the purposes of this article 13, the "**Other Shareholders**") and:
- (a) all the other Shareholders shall be deemed to have voted in favour of all resolutions and to have waived or consented to all matters requiring a waiver or consent pursuant to these articles which are necessary to enable the Listing to proceed and are of a procedural nature which do not adversely affect the economic value of their interests or shareholdings; and
 - (b) upon written notice from the holders of a Controlling Interest to the other Shareholders, each Other Shareholder shall be obliged to sell to the sponsor or nominated adviser on the Listing or as such sponsor or nominated adviser directs such percentage of Shares held by such Shareholder as is equal to the percentage of each holder's holding of Shares which are being sold on the Listing at a price per Share equal to the price at which each Share is being sold.
- 13.2 While this article 13 applies to the Other Shareholders, their Shares may not be transferred other than pursuant to this article 13.

14. Tag along

Rights of Ordinary Shareholders

- 14.1 In circumstances where the Other Shareholders are not required to transfer their Ordinary Shares pursuant to article 12, if at any time one or more Ordinary Shareholders (the **"Proposed Sellers"**) propose to sell to any person (the **"Proposed Purchaser"**), in one or a series of related transactions, such number of Ordinary Shares which would, if registered, result in either:
- (a) the Proposed Purchaser (together with persons connected or acting in concert with them but not including the Proposed Sellers) holding a Controlling Interest; or
 - (b) the Proposed Sellers (together with persons connected or acting in concert with them) ceasing to hold a Controlling Interest (having previously done so),
- (a **"Proposed Ordinary Tag Sale"**), the Proposed Sellers shall give written notice (the **"Proposed Ordinary Tag Sale Notice"**) to the other Ordinary Shareholders and the Company of any Proposed Ordinary Tag Sale at least 10 Business Days prior to the proposed date of completion of such Proposed Ordinary Tag Sale.
- 14.2 The Proposed Ordinary Tag Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the sale price and other terms and conditions of payment, the proposed date of sale and the number of Shares to be acquired by the Proposed Purchaser.
- 14.3 Any other Ordinary Shareholder (not being a Proposed Seller) (an **"Ordinary Tag Seller"**) shall then be entitled by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Ordinary Tag Sale Notice to sell an equivalent proportion of their Ordinary Shares to the Proposed Purchaser on the same terms including as to price per Share and timing as to completion, as apply to the Proposed Ordinary Tag Sale as set out in the Proposed Ordinary Tag Sale Notice.

Rights of B Shareholders and Preference Shareholders

- 14.4 Without prejudice to articles 14.1 to 14.3, in circumstances where the Other Shareholders are not required to transfer their Ordinary Shares pursuant to article 12, if at any time one or more Proposed Sellers propose to sell to any Proposed Purchaser, in one or a series of related transactions, such number of Ordinary Shares which would, if registered, result in the Proposed Purchaser (together with persons connected or acting in concert with them but not including the Proposed Sellers) holding 95% or more of the Ordinary Shares (a **"Proposed B/Pref Tag Sale"**), the Proposed Sellers shall give written notice (the **"Proposed B/Pref Tag Sale Notice"**) to the B Shareholders and Preference Shareholders and the Company of any Proposed B/Pref Tag Sale at least 10 Business Days prior to the proposed date of completion of such Proposed B/Pref Tag Sale.
- 14.5 The Proposed B/Pref Tag Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the sale price and other relevant terms and conditions of payment, the proposed date of sale, the number of Shares to be acquired by the Proposed Purchaser and the amount which will be payable in respect of each B Share pursuant to article 14.6.
- 14.6 Any B Shareholder or Preference Shareholder (a **"B/Pref Tag Seller"**) shall then be entitled by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed B/Pref Tag Sale Notice to sell all (but not some only) of their B Shares or Preference Shares (as applicable) to the Proposed Purchaser, with the price being paid to each B/Pref Tag Seller being calculated on the basis of article 3.4 (save that where the Proposed B/Pref Tag Sale relates to less than 100% of the Ordinary Shares, the sale price in respect of a B Share shall, for the purposes of article 3.4, be deemed to be the price that would be payable in respect of the Proposed B/Pref Tag Sale were the Proposed B/Pref Tag Sale for 100% of the Ordinary Shares, calculated on the basis of the price per Ordinary Share to be paid pursuant to the Proposed B/Pref Tag Sale), and the timing for completion being the same that applies to the Proposed B/Pref Tag Sale as set out in the Proposed B/Pref Tag Sale Notice.

General

- 14.7 Each Tag Seller will be required, in order to sell their Ordinary Shares, Preference Shares and/or B Shares as the case may be, as part of a Proposed Sale, to transfer the legal and beneficial title to their Shares together with all rights attaching to them, with full title guarantee and free from all encumbrances and third party rights and may be required to give such other warranties, indemnities, covenants and undertakings as are required by the Proposed Purchaser.
- 14.8 The provisions of articles 14.1, 14.2, 14.3 and 14.5 shall not apply to any Proposed Sale which is a Permitted Transfer or which is to take place pursuant to a Qualifying Offer under article 12 or in relation to a Listing under article 13. If any Shareholder is not given the rights given to them under this article 14 no transfer shall take place.
- 14.9 Each Tag Seller shall pay their pro-rata share (as a deduction from the gross pre-tax proceeds to be received, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Proposed Sellers in connection with the relevant Proposed Sale and the transfer of the Shares held by the Tag Sellers, to the extent that such costs have been incurred on behalf of the Proposed Sellers and all of the Tag Sellers.

15. Lien

- 15.1 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 relevant Shareholder (or any Associate of such Shareholder) to the Company or any other Group Company. The Board 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 above as well as to any amount payable in respect of it.
- 15.2 Notwithstanding any other provision of these articles, the Company may at the direction of the Board sell any Shares on which the Company has a lien to such person(s) and at a price determined by the Board, if a sum in respect of which the lien exists is presently payable and is not paid within 14 days after notice in writing has been given to the Shareholder or to the person entitled to the relevant Share 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.
- 15.3 Each Shareholder hereby irrevocably authorises and instructs the Company and any Director as their agent to execute or sign all documents and do all things necessary or desirable to give effect to the provisions of article 15.2.
- 15.4 Where any Share is sold pursuant to this article 15, the transferee shall not be bound to see to the application of the consideration and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale of any Shares pursuant to this article 15.
- 15.5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary of the Company and that a Share has been sold to satisfy the Company's lien on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by these articles or by law, shall constitute a good title to the Share.

16. Appointment, removal and retirement of Directors

- 16.1 The Company (with written consent of the Controlling Shareholder) may by ordinary resolution, and the Board may, appoint a person (willing to act) to be a Director either to fill a vacancy or as an additional Director. The Controlling Shareholder may designate any Director to be a Controlling Shareholder Director.
- 16.2 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall be no more than seven.

- 16.3 A person willing to so act may be appointed as a Director at any time by a notice (or notices) in writing to the Company:
- (a) signed by or on behalf of the Controlling Shareholder; or
 - (b) signed by all the then Directors,
- and such appointment shall take effect upon the notice being received at the Office or such later date as may be specified in the notice.
- 16.4 Article 18 of the Model Articles shall be amended by the addition of the following events requiring the office of a Director to be vacated:
- (a) They become incapable by reason of mental disorder, illness or injury of managing and administering their property and affairs and the other Directors resolve that their office is vacated;
 - (b) (in the case of an executive Director only) they shall, for whatever reason, cease to be employed by or provide services to the Company or any Subsidiary Undertaking of the Company; or
 - (c) being a Director, they are removed by a notice in writing to the Company signed by or on behalf of the Controlling Shareholder and such removal shall take effect upon the notice being received at the Office or such later date as may be specified in the notice.
- 17. Alternate Directors**
- 17.1 A Director (other than an alternate director) may appoint any other person whomsoever, to be an alternate director of the Company and may remove from office an alternate director so appointed, with written consent of the Controlling Shareholder.
- 17.2 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Board.
- 17.3 The appointment of an alternate director shall not require approval by a resolution of the Board.
- 17.4 A person who holds office only as an alternate director shall, if their appointor is not present, be counted in the quorum.
- 17.5 An alternate director shall be entitled to:
- (a) (subject to article 17.6) receive notice of all meetings of Directors and of all meetings of committees of Directors of which their appointor is a member;
 - (b) attend and vote at any such meeting at which their appointor is not personally present and sign a Directors' written resolution (if their appointor is an Eligible Director in relation to that resolution and does not participate); and
 - (c) generally to perform all the functions of their appointor as a Director in their absence,
- but an alternate shall not be entitled to receive any remuneration from the Company for their services as an alternate director.
- 17.6 It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 17.7 An alternate may act as alternate to more than one Director and for the purposes of determining the quorum shall be counted, in addition to himself, as representing each appointor (in that absence of that appointor).
- 17.8 A Director who is also an alternate director is entitled, in the absence of their appointor, to a separate vote on behalf of each appointor.
- 17.9 An alternate director shall cease to be an alternate director if their appointor ceases to be a Director.

17.10 Save as otherwise provided in these articles, an alternate director:

- (a) shall be deemed for all purposes to be a Director;
- (b) shall alone be responsible for their own acts and defaults;
- (c) is subject to the same restrictions as the Director appointing them; and
- (d) shall not be deemed to be the agent of the Director appointing them.

18. Proceedings of Directors

- 18.1 The Directors may meet together for the dealing of business and otherwise regulate their meetings as they think fit.
- 18.2 If all the Directors participating in a meeting are not physically present in the same place, the meeting shall be deemed to take place where the largest number of participants is assembled or, if no such group can be identified, at the location of the chairman.
- 18.3 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 18.4 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 (including confirmation given by Electronic Means).

19. Quorum and voting

- 19.1 Any two Directors shall constitute a quorum (provided that one such Director is a Controlling Shareholder Director). In the event that no Controlling Shareholder Director is available to attend any Directors' meeting, that meeting shall be quorate if the Controlling Shareholder gives written consent to the Directors in advance of such Directors' meeting being quorate (and, in such circumstances, the Controlling Shareholder may require that an individual appointed by it attend such Directors' meeting as an observer) and a quorum of Directors must be present throughout all meetings of the Board. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 Without prejudice to the obligation of each Director to declare an interest in accordance with sections 177 or 182 of the Act, a Director may vote at a Board meeting or of a committee of the Board on any resolution concerning a matter in which they have an interest, whether direct or indirect, or in relation to which they have a duty. Having so declared any interest they may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if they vote on such resolution their vote shall be counted.
- 19.3 Any Board decisions/resolutions shall be decided by a majority of votes of the Board and must be supported by the Controlling Shareholder Director to be effective (save where the Controlling Shareholder Director has given written consent to their support not being required in respect of a decision/resolution, in which case the Controlling Shareholder may require that another named individual's support may be required in order for the relevant decision or resolution to be effective). The Controlling Shareholder Director (or such named individual) shall have a second or casting vote in the case of an equality of votes.

20. Directors' interests

20.1 *Specific interests of a Director*

Subject to the provisions of the Act and provided (if these articles so require) that they have declared to the Directors in accordance with the provisions of these articles, the nature and extent of their interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding their office, have an interest of the following kind:

- (a) where a Director (or a person connected with them) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with them) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any Body Corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with them) is a Shareholder or a shareholder in, employee, director, member or other officer of, or consultant to, a Group Undertaking of the Company;
- (d) where a Director (or a person connected with them) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or any Body Corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any Body Corporate in which the Company is in any way interested;
- (f) where a Director (or a person connected with them or of which they are a member or employee) acts (or any Body Corporate promoted by the Company or in which the Company is in any way interested of which they are a director, employee or other officer may act) in a professional capacity for the Company or any Body Corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not they (or it) are (or is) remunerated for this;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

20.2 *Interests of which a Director is not aware*

For the purposes of this article 20, an interest of which a Director is not aware and of which it is unreasonable to expect them to be aware shall not be treated as an interest of their.

20.3 *Accountability of any benefit and validity of a contract*

In any situation permitted by this article 20 (save as otherwise agreed by them) a Director shall not by reason of their office be accountable to the Company for any benefit which they derive from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

20.4 *Terms and conditions of Board authorisation*

Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise their interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or

- (iii) restricting the application of the provisions in articles 20.5 and 20.6, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this article 20.

20.5 *Director's duty of confidentiality to a person other than the Company*

Subject to article 20.6 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this article 20), if a Director, otherwise than by virtue of their position as director, receives information in respect of which they owe a duty of confidentiality to a person other than the Company, they shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of their duties as a Director.

20.6 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, article 20.5 shall apply only if the conflict arises out of a matter which falls within article 20.1 or has been authorised under section 175(5)(a) of the Act.

20.7 *Additional steps to be taken by a Director to manage a conflict of interest*

Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for them to have access to such documents or information.

20.8 *Requirement of a Director to declare an interest*

Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by article 20.1 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under article 20.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of their service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these articles.

20.9 *Shareholder approval*

Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this article 20.

20.10 For the purposes of this article 20:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

21. **Proceedings of Shareholders**

21.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business and, subject to article 21.4, for its duration.

21.2 Subject to article 21.3, one person entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a Shareholder that is a corporation shall be a quorum.

21.3 Save with the written consent of the Controlling Shareholder, each meeting of the Shareholders held in the absence of the Controlling Shareholder (or a duly appointed proxy or representative of the Controlling Shareholder) shall not be quorate.

21.4 If within half an hour from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present for a period exceeding 10 minutes, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as the Shareholders present may decide.

21.5 If a chairman of the Board has been appointed, that person shall chair general meetings if present and willing to do so. If no such chairman has been appointed, or if the chairman is unwilling to chair the general meeting or is not present within 10 minutes of the time at which a meeting was due to start:

- (a) the Directors present; or
- (b) (if no Directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this article is referred to in these articles as the “**chairman of the meeting**”.

21.6 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.

21.7 The instrument appointing a proxy and any authority under which it is executed or a certified copy of such authority or in some other way approved by the Board must be delivered to the Office not less than 48 hours before the time appointed for the holding of the meeting or delivered to the place of the meeting at any time before the time appointed for the holding of the meeting.

21.8 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

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

- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the Directors); and
 - (d) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.
- 21.9 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded.
- 21.10 A poll may be demanded at any general meeting by the chairman, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.
- 21.11 The chairman of the meeting shall not, in the case of an equality of votes, whether on a show of hands or on a poll, be entitled to exercise any second or casting vote.
- 21.12 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 21.13 The provisions of these articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except:
- (a) the necessary quorum shall be one person, present in person or by proxy or by duly authorised representative (if a corporation), who together hold or represent at least 75% in nominal value of the issued shares of the relevant class (unless all the Shares of that class are registered in the name of a single Shareholder, in which case the quorum shall be that Shareholder, their proxy or duly authorised representative (if a corporation)), but so that if, at any adjourned meeting of such holders, such a quorum is not present, then those holders who are present (in person or by proxy or by a duly authorised representative (if a corporation)) shall be a quorum;
 - (b) any holder of Shares of the relevant class present in person or by proxy or by duly authorised representative (if a corporation) may demand a poll; and
 - (c) the holders of the Shares of the relevant class shall, on a poll, have one vote in respect of every Share of that class held by each of them.

22. Notices

- 22.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

- (a) in Hard Copy Form; or
- (b) in Electronic Form,

or partly by one of these means and partly by the other of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this article 22.

Notices in Hard Copy Form

- 22.2 Any notice or other document in Hard Copy Form given or supplied under these articles may be delivered or sent by first class post (airmail if overseas):
- (a) to the Company or any other company at its registered office; or
 - (b) to the address notified to or by the Company for that purpose; or

- (c) in the case of an intended recipient who is a Shareholder or their legal personal representative or trustee in bankruptcy, to such Shareholder's address as shown in the Company's register of members; or
 - (d) in the case of an intended recipient who is a Director or alternate, to their address as shown in the register of Directors; or
 - (e) to any other address to which any provision of the Act authorises the document or information to be sent or supplied; or
 - (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) – (e) above, to the intended recipient's address last known to the Company.
- 22.3 Any notice or other document in Hard Copy Form given or supplied under these articles shall be deemed to have been served and be effective:
- (a) if delivered, at the time of delivery; and
 - (b) if posted, on receipt or 24 hours after the time it was posted, whichever occurs first.
- Notices in Electronic Form*
- 22.4 Subject to the provisions of the Act, any notice or other document in Electronic Form given or supplied under these articles may:
- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address; or
 - (b) if delivered or sent by first class post (airmail if overseas) in an Electronic Form (such as sending a disk by post), be so delivered or sent as if in Hard Copy Form under article 22.2.
- 22.5 Any notice or other document in Electronic Form given or supplied under these articles shall be deemed to have been served and be effective:
- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 24 hours after the time it was sent, whichever occurs first;
 - (b) if posted in an Electronic Form, on receipt or 24 hours after the time it was posted, whichever occurs first;
 - (c) if delivered in an Electronic Form, at the time of delivery.
- 22.6 Where the Company is able to show that any notice or other document given or sent under these articles by Electronic Means was properly addressed with the Electronic Address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.
- 22.7 In the case of joint Shareholders all notices shall be given to the joint Shareholder whose name stands first in the register of members of the company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint Shareholders.
- 22.8 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint Shareholders in their capacity as such (whether for the purposes of the Act or otherwise).
- 23. Indemnities and insurance**
- 23.1 Subject to the provisions of and so far as may be permitted by the Act:
- (a) every Director or other officer of the Company (excluding the Auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify Directors of any associated company (as defined in section 256 of the

Act)) out of the Company's assets against all liabilities incurred by them in the actual or purported execution or discharge of their duties or the exercise or purported exercise of their powers or otherwise in relation to or in connection with their duties, powers or office, provided that no director of the Company or any associated company is indemnified by the Company against:

- (i) any liability incurred by the director to the Company or any associated company; or
- (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which they are convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against them; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant them relief,

save that, in respect of a provision indemnifying a director of the Company or an associated company where that company is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in articles 23.1(a)(i), 23.1(a)(iii)(B) and 23.1(a)(iii)(C) applying;

- (b) the Company may, provided that it does so on the terms specified in section 205 of the Act, provide any director of the Company or an associated company with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or any associated company and otherwise may take any action to enable any such director to avoid incurring such expenditure; and
- (c) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company or any associated company including (if they are a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 23.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to their office as each Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to them in respect of any negligence, default of duty or breach of trust of which they may be guilty in relation to the Company.