

of

STUBBEN EDGE GROUP LIMITED

(the "Company")

(adopted by special resolution of the Company passed on 27 July 2021)



Index to the articles

1.	Exclusion of model articles.....	5
2.	Defined terms and interpretation	5
3.	Liability of members.....	11
4.	Directors' general authority.....	11
5.	Shareholders' reserve power and veto rights.....	11
6.	Directors may delegate	11
7.	Committees	12
8.	Directors to take decisions collectively	12
9.	Unanimous decisions	12
10.	Calling a directors' meeting	13
11.	Participation in directors' meetings	13
12.	Quorum for directors' meetings	13
13.	Chairing of directors' meetings	14
14.	Casting vote	14
15.	Records of decisions to be kept	14
16.	Directors' discretion to make further rules.....	14
17.	Number of directors	14
18.	Methods of appointing directors	14
19.	Termination of director's appointment.....	15
20.	Directors' remuneration.....	16
21.	Directors' expenses	16
22.	Conflict situations	16
23.	Transactions or other arrangements with the company.....	18
24.	Appointment and removal of alternate directors.....	19
25.	Rights and responsibilities of alternate directors	19
26.	Termination of alternate directorship.....	20
27.	Powers to issue different classes of Share	20
28.	Company not bound by less than absolute interests.....	21

29.	Share certificates.....	21
30.	Replacement Share certificates	21
31.	Company's lien over Shares	22
32.	Enforcement of the company's lien	22
33.	Call notices	23
34.	Liability to pay calls	24
35.	When call notice need not be issued	24
36.	Failure to comply with call notice: automatic consequences	25
37.	Notice of intended forfeiture.....	25
38.	Directors' power to forfeit Shares	25
39.	Effect of forfeiture	26
40.	Procedure following forfeiture.....	26
41.	Surrender of Shares.....	27
42.	Conditions of Transfer and Allotment	27
43.	Transfer restrictions	28
44.	Permitted transfers	28
45.	Transfers of Shares Right of First Offer/Pre-emption.....	28
46.	Drag-along — Controlling Interest Offer	30
47.	Tag-along — Controlling Interest Offer	31
48.	Terms of Sale on Exercise of Drag-Along or Tag-Along	31
49.	Closing date and arrangements	32
50.	OBLIGATORY TRANSFER EVENT	32
51.	TRANSFER FOLLOWING OBLIGATORY TRANSFER EVENT	32
52.	PROVISIONS RELATING TO TRANSFER	33
53.	EXPERT DETERMINATION	34
54.	ISSUE OF SHARES RIGHT OF PRE-EMPTION	36
55.	Transmission of Shares	37
56.	Exercise of transmitters' rights	37
57.	Transmitters bound by prior notices	37

58.	Procedure for disposing of fractions of Shares	38
59.	Procedure for declaring dividends	38
60.	Calculation of dividends	39
61.	Payment of dividends and other distributions	39
62.	No interest on distributions	40
63.	Unclaimed distributions	40
64.	Non-cash distributions	41
65.	Waiver of distributions	41
66.	Return of capital	41
67.	Authority to capitalise and appropriation of capitalised sums	41
68.	Attendance and speaking at general meetings	42
69.	Quorum for general meetings	43
70.	Chairing general meetings	43
71.	Attendance and speaking by directors and non-Shareholders	43
72.	Adjournment	44
73.	Voting: general	45
74.	Errors and disputes	45
75.	Poll votes	45
76.	Content of proxy notices	45
77.	Delivery of proxy notices	46
78.	Amendments to resolutions	46
79.	No voting of Shares on which money owed to company	47
80.	Class meetings	47
81.	Company secretary	47
82.	Means of communication to be used	47
83.	Deemed receipt of documents and information	48
84.	Company seals	48
85.	No right to inspect accounts and other records	48
86.	Provision for employees on cessation of business	49

87.	Indemnity.....	49
88.	Insurance.....	50

The Companies Act 2006
Articles of Association of STUBBEN EDGE GROUP LIMITED

Part 1

Exclusion of model articles, interpretation and limitation of liability

1. EXCLUSION OF MODEL ARTICLES

The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 do not apply to the Company.

2. DEFINED TERMS AND INTERPRETATION

2.1 Defined terms

Unless the context otherwise requires, in addition to any express definitions set out below, words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

In addition:

"**alternate**" or "**alternate director**" has the meaning given in article 25;

"**appointor**" has the meaning given in article 25;

"**articles**" means the Company's articles of association;

"**Associate**" means any person, firm or company which is a connected person (as defined in section 839 of the Taxes Act) of any of the Shareholders, or which is an associated company as defined in section 416 of the Taxes Act of the Shareholders;

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

"**Board**" means the board of directors of the Company;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday) on which banks generally are open for normal business in London;

"**call**" has the meaning given in article 34;

"**call notice**" has the meaning given in article 34;

"**Called Shareholders**" has the meaning given in article 46.1;

"**Called Shares**" has the meaning given in article 46.1;

"**chairman**" has the meaning given in article 14;

"**chairman of the meeting**" has the meaning given in article 79;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act

2006), in so far as they apply to the Company;

"**Company's lien**" has the meaning given in article 32;

"**Controlling Interest**" means an interest in Shares conferring in aggregate more than 50% of the total voting rights conferred by all Shares for the time being in issue;

"**Controlling Interest Offer**" has the meaning given in article 46.1;

"**Controlling Seller**" has the meaning given in article 46.1;

"**Default Price**" has the meaning given in article 51.1;

"**Defaulting Shareholder**" has the meaning given in article 50.1;

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

"**distribution recipient**" has the meaning given in article 61;

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

"**Drag Along Notice**" has the meaning given in article 46.3;

"**Drag Along Option**" has the meaning given in article 46.1;

"**Drag Along Period**" has the meaning given in article 46.4;

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**eligible director**" means a director who would be entitled to vote on a matter were it proposed as a resolution at a directors' meeting;

"**Encumbrance**" means any mortgage, charge, pledge, option, attachment, restriction, assignment, security interest, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set-off, hypothecation, encumbrance or any security interest whatsoever howsoever created or arising, including any analogous security interest under local law;

"**Excess Shares**" has the meaning given in article 54.2;

"**Fair Value**" has the meaning given in article 53.4;

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

"**Good Leaver**" means a person who is a Defaulting Shareholder and who ceases to be an employee of the Company by reason of:

- (a) his retirement in accordance with his terms of employment or by mutual agreement between the Defaulting Shareholder and the Board;

- (b) his death, permanent disability or incapacity through ill health;
- (c) his redundancy;
- (d) his constructive dismissal (as determined by proceedings in a court or employment tribunal having binding effect on the Company);
- (e) the Board otherwise agreeing that he should be treated as a Good Leaver; and

where no finding of misconduct has been proven to a material degree by a court of law or by any independent external investigation; and for the purposes of this definition "person" shall include any beneficial owner from time to time of a Shareholder.

"Group" means the Company together with its holding company or companies (if any) and any subsidiary or subsidiary undertaking of the Company or any such holding company, from time to time, and **"Group Company"** shall be construed accordingly;

"Growth Shares" means a class of incentive Shares created or to be created for employees, full time consultants, advisors and entitles the participating Shareholder to share in a pro rata proportion of the future growth of the Company, with no voting rights. The participating Shareholder's rights will be determined by the Directors from time to time, and set out in a deed of adherence to be signed by the participating Shareholder prior to the issuance thereof.

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006;

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

"holding company" has the meaning given in section 1159 of the Companies Act 2006;

"Insolvency Event" means in relation to a party:

- (a) the granting of a petition for its winding up;
- (b) the convening of a meeting for the purpose of considering a resolution for its winding up, dissolution, administration or reorganisation (by way of company voluntary arrangement, scheme of arrangement or otherwise), the passing of such a resolution or the making of any order for its winding up or administration;
- (c) the making of an application to the court for an administration order, the notification of the making of an administration application, the making of an administration order by the court or the giving by such party or its officers of a notice of intention to appoint an administrator;
- (d) a provisional liquidator, liquidator, administrative receiver or other receiver, administrator, trustee or other similar officer taking possession of, or being appointed over, or an encumbrance taking possession of, the whole or any part of its property;
- (e) the appointment of a receiver by the court;
- (f) any distress, execution, sequestration or other process being levied on, or enforced against, the whole or any part of its property;

- (g) it making proposals for, or entering into, a company voluntary arrangement (within the meaning of Part I of the Insolvency Act 1986, as amended, scheme of arrangement (under Part 26 of the Act) or otherwise making proposals for, or entering into, a composition, compromise, assignment or arrangement with any of its creditors;
- (h) any application being made to dissolve it off the register pursuant to s1003 of the Act or the registrar taking any steps in contemplation of striking it off the register pursuant to section 1000 of the Act;
- (i) it being unable to pay its debts within the meaning of s123 of the Insolvency Act 1986 as amended or otherwise unable to pay its debts as they fall due;
- (j) any event occurring or subsisting which results, or would, with the lapse of time or the giving of notice or both, result, in any of its borrowing or indebtedness in the nature of borrowing (or any sum payable in respect of those amounts):
 - (i) not being paid when due or within any originally applicable grace period;
 - (ii) being declared to be, or becoming capable of being declared to be, or otherwise becoming, due and payable prior to its specified maturity; or
 - (iii) being cancelled or suspended;
 or in any security given in respect of that borrowing or indebtedness (or other sums so payable) being enforced;
- (k) any procedure or step which is analogous to those stated in paragraphs (a) to (j) being taken in any jurisdiction; or
- (l) who is declared bankrupt, enters into an individual voluntary arrangement or similar,

but, in respect of paragraphs (a), (f), (i), or (l), excluding any action which is frivolous or vexatious or which is discharged, stayed or dismissed within 15 Business Days of commencement;

"instrument" means a document in hard copy form;

"lien enforcement notice" has the meaning given in article 32;

"Liquidation" means the passing of a resolution for the winding up, dissolution, liquidation, the entering into of a company voluntary arrangement or administration, or the invitation to a secured creditor to appoint an administrative receiver or receiver, including any analogous proceedings in any other relevant jurisdiction, of any Group Company (as appropriate).

"Majority Consent" means the prior written consent of holders of Ordinary Shares who together hold more than 50% of the total voting rights conferred by all Shares for the time being in issue;

"New Shares" has the meaning given in article 54.1;

"Original Shareholder" has the meaning given in article 44.1;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"Ordinary Share" means an ordinary share of £1.00 nominal value in the capital of the Company for the time being;

"Other Shareholders" has the meaning given in article 45.3;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 12;

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

"Permitted Transfer" has the meaning given in article 7.2;

"Permitted Transferee" means in respect of a Shareholder a Privileged Relation and the trustee(s) of a trust (acting in that capacity) where the only beneficiaries of such trust are the relevant individual and/or his Privileged Relations;

"Privileged Relations" means a spouse, civil partner, and any children (including stepchildren and adopted children) and grandchildren over the age of 18;

"Pre-emptive Offer" has the meaning given in article 54.1;

"Prescribed Price" means, in relation to a voluntary transfer of Shares in respect of which a Transfer Notice shall have been served pursuant to article 46, the price per Share offered by the Proposed Transferee (as defined in article 46);

"Prohibited Person" means any person who is (i) a "United States person" (as defined in section 902(k)(1) of Regulation S); (ii) a trustee in bankruptcy, (iii) a politically exposed person (as such term is defined by the Financial Action Task Force), (iv) subject to a default judgement or similar or analogous event in any jurisdiction, or (v) a person who would not, in the reasonable opinion of the Directors, be seen as fit and proper by any Relevant Authority to which the Company or any of the Subsidiaries is subject from time to time;

"Proposed Transferee" has the meaning given in article 45.2;

"proxy notice" has the meaning given in article 76;

"qualifying person" has the meaning given in section 318 of the Companies Act 2006;

"Recognised Investment Exchange" means any recognised investment exchange (as such term is defined in section 285 of the Financial Services and Markets Act 2000 or an investment exchange that has been recognised by the UK Financial Conduct Authority as a designated investment exchange;

"Regulation S" means Regulation S as promulgated under the United States Securities Act 1933;

"Relevant Authority" means any government, government department or governmental, quasi-governmental, supranational, federal, statutory, regulatory or investigative body, authority, court or tribunal or stock exchange in any jurisdiction;

"Sale Shares" has the meaning given in article 45.2;

"Selling Shareholder" has the meaning given in article 45.2;

"Share" means a share of any class in the share capital of the Company;

"Shareholder" means a holder of any Share;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"subsidiary undertaking" has the meaning given in section 1162 of the Companies Act 2006;

"Tag Along Notice" has the meaning given in article 47.2;

"Tag Along Offer" has the meaning given in article 47.2;

"Tag Along Shares" has the meaning given in article 47.2;

"Taxes Act" means the Income and Corporation Taxes Act 1988;

"Third Party Purchaser" has the meaning given in article 46.1;

"transfer" in relation to any Share means: (a) any sale, assignment, pledge, transfer, grant of lease or other disposition of any legal, beneficial, equitable or other interest in that Share; (b) the creation or subsistence of any Encumbrance over that Share; (c) the creation of any trust over or conferring of any interest in that Share; (d) the entry into any agreement, arrangement or understanding in respect of the right to vote or the right to receive dividends (including the renunciation or assignment of such right); (e) the renunciation or assignment of any right to receive a Share; and (f) the entry into any agreement to do any of the foregoing, other than an agreement which is conditional on compliance with the terms of these articles, in each case whether by operation of law or otherwise;

"Transfer Notice" has the meaning given in article 45.2;

"Transfer Price" has the meaning given in article 45.2;

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

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

2.2 Interpretation

In these articles, unless otherwise specified:

2.2.1 headings are for ease of reference only and shall not be taken into account in construing these articles of association;

2.2.2 references to articles are to the articles of these articles of association;

- 2.2.3 the expression "**this article**" shall, unless followed by reference to a specific provision, be deemed to refer to the whole article (not merely the paragraph or other provision) in which the expression occurs;
- 2.2.4 references to a "**subsidiary**" shall include reference to a subsidiary and a subsidiary undertaking, each as defined in the Companies Act 2006;
- 2.2.5 references to any gender shall include the others; and words in the singular include the plural and vice versa;
- 2.2.6 references to a "**person**" (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- 2.2.7 the words "**include**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.2.8 the words "**other**" and "**otherwise**" shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; and
- 2.2.9 reference to any English legal concept, term, action, remedy, method of judicial proceeding, legal document, legal status, court or official shall, in respect of any jurisdiction other than England and Wales, be deemed to refer to what most nearly approximates in that jurisdiction to that reference.

3. LIABILITY OF MEMBERS

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

Part 2

Directors

Directors' powers and responsibilities

4. DIRECTORS' GENERAL AUTHORITY

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

5. SHAREHOLDERS' RESERVE POWER AND VETO RIGHTS

- 5.1 The Shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the directors have done before the passing of such special resolution.

6. DIRECTORS MAY DELEGATE

- 6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
- 6.1.1 to such person or committee;
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions,
- as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation in whole or in part, or alter its terms and conditions.
7. **COMMITTEES**
- 7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 7.2 The directors may make rules of procedure for all or any committees.

Decision-making by directors

8. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**
- 8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.
- 8.2 If the Company only has one director the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.
9. **UNANIMOUS DECISIONS**
- 9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, one or more copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article if the eligible directors would not have

formed a quorum at such a meeting.

10. CALLING A DIRECTORS' MEETING

10.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any directors' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

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

10.3 Notice of a directors' meeting must be given to each director (including any alternate director), but need not be in writing.

10.4 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 not more than 7 days 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.

11. PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

11.1.1 the meeting has been called and takes place in accordance with the articles; and

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

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

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

12. QUORUM FOR DIRECTORS' MEETINGS

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

12.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors and, unless otherwise fixed, is two (save where the Company only has one director, in which case it shall be one).

12.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

12.3.1 to appoint further directors; or

12.3.2 to call a general meeting so as to enable the Shareholders to appoint further directors.

12.4 For the purposes of any meeting (or part of a meeting) held pursuant to article 22 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of that meeting) shall be one eligible director.

13. CHAIRING OF DIRECTORS' MEETINGS

13.1 The directors may appoint a director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairman.

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

13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

13.5 The appointment of any non-executive director to serve on the Company's Board shall be for a term of no more than 5 (five) years, unless the executive directors are of the opinion that any extension of such term will be in the best interests of the Company.

14. CASTING VOTE

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

14.2 Article 14.1 shall not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

Appointment of directors

17. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (excluding alternate directors) shall not be subject to any maximum but shall be not less than two.

18. METHODS OF APPOINTING DIRECTORS

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

- 18.1.1 ordinary resolution;
 - 18.1.2 any Shareholder who holds at the time at least 30% of the Ordinary Shares in the Company giving notice of appointment in writing to the Company (in which case the appointment takes effect on receipt by the Company of the notice or, if later, on the date specified in the notice); or
 - 18.1.3 a decision of the directors.
- 18.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him have the right, by notice in writing, to appoint a person, who is willing to act and is permitted to do so, to be a director.
- 18.3 For the purposes of article 18.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.
- 18.4 Any person holding 30% or more of the Ordinary Shares shall (in accordance with this article 18) be entitled to appoint one director for each 30% of the Ordinary Shares that they hold and may accordingly appoint one additional director for each additional 30% of Ordinary Shares that they hold in excess of 30%.
- 19. TERMINATION OF DIRECTOR'S APPOINTMENT**
- 19.1 A person ceases to be a director as soon as:
- 19.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 19.1.2 a bankruptcy order is made against that person;
 - 19.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 19.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 19.1.5 by reason of that person's mental health, a court makes an order which
 - 19.1.6 wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 19.1.7 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 19.1.8 the Company receives notice in writing of removal of that person as a director from the Shareholder or Shareholders who at the time hold 60% or more of value of the Ordinary Shares in the Company.
- 19.2 Any appointment of a director to an executive office shall terminate if he ceases to be a director but

without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

20. DIRECTORS' REMUNERATION

20.1 Directors may undertake any services for the Company that the directors decide.

20.2 Directors are entitled to such remuneration as the directors determine:

20.2.1 for their services to the Company as directors; and

20.2.2 for any other service which they undertake for the Company.

20.3 Subject to the articles, a director's remuneration may:

20.3.1 take any form; and

20.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director (including to or in respect of any members of a director's family).

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

20.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

20.6 The directors may make arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of a past director of the Company or to a present or past director of any of its subsidiaries or any body corporate associated with, or any business acquired by, any of them, including in each case to or in respect of any members of a director's family.

21. DIRECTORS' EXPENSES

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

21.1.1 meetings of directors or committees of directors;

21.1.2 general meetings; or

21.1.3 separate meetings of the holders of any class of Shares or of debentures of the Company,

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

Directors' conflicts of interest

22. CONFLICT SITUATIONS

- 22.1 The directors may authorise any matter or situation which would, if not authorised, be an infringement by that director of his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company.
- 22.2 Any authorisation under this article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised.
- 22.3 Any authorisation under this article is effective only if:
- 22.3.1 the matter or situation in question has been proposed by a director for consideration at a meeting of directors in accordance with the Board's normal procedures or in such other manner as the directors may approve;
 - 22.3.2 any requirement as to the quorum at the meeting of the directors at which the matter or situation is considered is met without counting the director in question or any other interested director (together the "**Interested Directors**");
 - 22.3.3 the matter or situation was agreed to without the Interested Directors voting or would have been agreed to if their votes had not been counted.
- 22.4 Any authorisation of a conflict under this article may:
- 22.4.1 be subject to such terms and for such duration or impose such limits or conditions as the directors may determine whether at the time the authorisation is given or subsequently; and
 - 22.4.2 be terminated or varied by the directors at any time.
- 22.5 Where the directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- 22.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict;
 - 22.5.2 is not given any documents of other information relating to the conflict; and
 - 22.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict or otherwise participate in any decision relating to the conflict.
- 22.6 Where the directors authorise a conflict:
- 22.6.1 the director must conduct himself in accordance with any terms imposed by the director in relation to the conflict; and
 - 22.6.2 the director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the authorisation.
- 22.7 A director is not required, by reason of his office, to account to the Company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the

Companies Act 2006) derives from a matter or situation authorised under this article, subject in each case to any terms, limits or conditions attaching to that authorisation. No transaction or arrangement is liable to be avoided on such grounds.

22.8 If a matter or situation is authorised pursuant to this article the director is not required to:

22.8.1 disclose to the Company any confidential information received by him (other than by virtue of his position as director of the Company) relating to that matter or situation; or

22.8.2 use that information in relation to the Company's affairs;

if to do so would result in a breach of a duty of confidence owed by him to another person in relation to that matter or situation.

22.9 A director does not require authorisation by the directors under this article in respect of any actual or potential conflict which may reasonably be expected to arise by reason only of that director also being a director of another group undertaking (as defined in section 1161(5) of the Companies Act 2006). A director is not to be regarded infringing his duty under section 175 of the Companies Act 2006 as a result of the lack of such authorisation.

23. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

23.1 A director must declare the nature and extent of his interests in a proposed or existing transaction or arrangement with the Company in accordance with section 177 or section 182 of the Companies Act 2006.

23.2 Provided he has complied with article 23.1, a director:

23.2.1 is to be counted as participating in the decision-making process (including for quorum and voting purposes) notwithstanding that it in any way concerns or relates to an actual or proposed transaction or arrangement in which he has, directly or indirectly, any kind of interest;

23.2.2 may be party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company (or any body corporate in which the Company is directly or indirectly interested) or in which the Company is otherwise directly or indirectly interested; and

23.2.3 is not, except as he may otherwise agree, required to account to the Company for remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Companies Act 2006) derives from any such transaction or arrangement, and no transaction or arrangement is liable to be avoided on such grounds.

23.3 For the purposes of this article, references to proposed decisions and decision making processes include any directors' meeting or part of a directors' meeting.

23.4 Subject to article 23.5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

- 23.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Alternate directors

24. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 24.1 Any director (the "**appointor**") may appoint, as an alternate, subject to the agreement by the Company, and subject to the required expertise, skill, knowledge and regulatory approvals for that office, any other director or any other person to:

24.1.1 exercise that director's powers; and

24.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

- 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

- 24.3 The notice must:

24.3.1 identify the proposed alternate; and

24.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

25. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 25.1 An alternate director has the same rights in relation to any decision of the directors as the alternate's appointor.

- 25.2 Except as the articles specify otherwise, alternate directors:

25.2.1 are deemed for all purposes to be directors;

25.2.2 are liable for their own acts and omissions;

25.2.3 are subject to the same restrictions as their appointors; and

25.2.4 are not deemed to be agents of or for their appointors.

- 25.3 For the purposes of determining whether a quorum is participating:

25.3.1 a person who is an alternate director but not a director may be counted as participating only if that person's appointor is not participating, but no alternate may be counted as more than one director for such purposes; and

25.3.2 a director who is also an alternate director does not count as more than one director.

- 25.4 At a directors' meeting:
- 25.4.1 a person who is an alternate director but not a director has a vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it; and
 - 25.4.2 a director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in the meeting but would have been entitled to vote if they were participating in it.
- 25.5 Where the directors take a unanimous decision in accordance with article 9 a person who is an alternate director but not a director:
- 25.5.1 may participate in the decision only if his appointor is an eligible director in relation to that decision, but does not participate; and
 - 25.5.2 does not count as more than one director for such purposes.
- 25.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

26. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 26.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 26.1.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 26.1.3 on the death of the alternate's appointor; or
- 26.1.4 when the alternate's appointor's appointment as a director terminates.

Part 3

Shares and distributions

27. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 27.1 Subject to the articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such Shares.
- 27.3 Save for Growth Shares, which the board of directors shall have the power to determine the rights attached thereto, no variation of the rights attaching to any class of Shares shall be effective except

with the sanction of a special resolution of the holders of the relevant class of Shares. Where a special resolution to vary the rights attaching to a class of Shares is proposed at a separate general meeting of that class of Shares, all the provisions of these articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

28. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or to recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

29. SHARE CERTIFICATES

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

29.2 Every certificate must specify:

29.2.1 in respect of how many Shares, and of what class, it is issued;

29.2.2 the nominal value of those Shares;

29.2.3 the amount paid up on them; and

29.2.4 any distinguishing numbers assigned to them.

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

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

29.5 Certificates must:

29.5.1 have affixed to them the Company's common seal; or

29.5.2 be otherwise executed in accordance with the Companies Acts.

30. REPLACEMENT SHARE CERTIFICATES

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

30.1.1 damaged or defaced; or

30.1.2 said to be lost, stolen or destroyed,

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

- 30.2 A Shareholder exercising the right to be issued with such a replacement certificate:
- 30.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 30.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 30.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide (provided that if any such new certificate is sought by the Pension Scheme Trustees, they shall not be required to provide any indemnity and no such conditions shall apply to the PPF where it has assumed responsibility for the Pension Scheme pursuant to section 161 of the Pensions Act).

Partly paid Shares

31. COMPANY'S LIEN OVER SHARES

- 31.1 The Company has a lien over every Share which is partly paid for any part of:

- 31.1.1 that Share's nominal value; and
- 31.1.2 any premium at which it was issued,

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

The Company also has a lien over every Share (whether fully or partly paid) registered in the name of any Shareholder (whether solely or in the name of one of two or more joint holders) for all other moneys presently payable by that Shareholder (or his estate) to the Company.

A lien which the Company has by virtue of this article is referred to in the articles as **the Company's lien**.

- 31.2 The Company's lien over a Share:

- 31.2.1 takes priority over any third party's interest in that Share; and
- 31.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

- 31.3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

32. ENFORCEMENT OF THE COMPANY'S LIEN

- 32.1 Subject to the provisions of this article, if:

- 32.1.1 a lien enforcement notice has been given in respect of a Share; and
- 32.1.2 the person to whom the notice was given has failed to comply with it, the Company may

sell that Share in such manner as the directors decide.

32.2 A lien enforcement notice:

- 32.2.1 may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- 32.2.2 must specify the Share concerned;
- 32.2.3 must require payment of the sum payable within 14 days of the notice;
- 32.2.4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- 32.2.5 must state the Company's intention to sell the Share if the notice is not complied with.

32.3 Where Shares are sold under this article:

- 32.3.1 the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
- 32.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

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

- 32.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- 32.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.

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

- 32.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 32.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.

33. CALL NOTICES

- 33.1 Subject to the articles and the terms on which Shares are allotted, the directors may send a notice ("call notice") to a member requiring the member to pay the Company a specified sum of money ("a call") which is payable in respect of Shares which that member holds at the date when the

directors decide to send the call notice.

33.2 A call notice:

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

33.2.2 must state when and how any call to which it relates is to be paid; and (c) may permit or require the call to be paid by instalments.

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

33.4 Before the Company has received any call due under a call notice the directors may:

33.4.1 revoke it wholly or in part; or

33.4.2 specify a later time for payment than is specified in the notice,

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

34. LIABILITY TO PAY CALLS

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

34.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.

34.3 Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them:

34.3.1 to pay calls which are not the same; or

34.3.2 to pay calls at different times.

35. WHEN CALL NOTICE NEED NOT BE ISSUED

35.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

35.1.1 on allotment;

35.1.2 on the occurrence of a particular event; or

35.1.3 on a date fixed by or in accordance with the terms of issue.

35.2 Notwithstanding article 35.1 if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

36. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

36.1 If a person is liable to pay a call and fails to do so by the call payment date

36.1.1 the directors may issue a notice of intended forfeiture to that person; and

36.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

36.2 For the purposes of this article:

36.2.1 the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date; and

36.2.2 the relevant rate is:

(a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;

(b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

(c) if no rate is fixed in either of these ways, 5 per cent. per annum.

36.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

36.4 The directors may waive any obligation to pay interest on a call wholly or in part.

37. NOTICE OF INTENDED FORFEITURE

A notice of intended forfeiture:

37.1.1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;

37.1.2 must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;

37.1.3 must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;

37.1.4 must state how the payment is to be made; and

37.1.5 must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

38. DIRECTORS' POWER TO FORFEIT SHARES

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

39. EFFECT OF FORFEITURE

39.1 Subject to the articles, the forfeiture of a Share extinguishes:

39.1.1 all interests in that Share, and all claims and demands against the Company in respect of it; and

39.1.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

39.2 Any Share which is forfeited in accordance with the articles:

39.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;

39.2.2 is deemed to be the property of the Company; and

39.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

39.3 If a person's Shares have been forfeited:

39.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members;

39.3.2 that person ceases to be a member in respect of those Shares;

39.3.3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation;

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

39.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

39.4 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

40. PROCEDURE FOLLOWING FORFEITURE

40.1 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

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

40.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

40.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.

40.3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.

40.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

40.4.1 was, or would have become, payable; and

40.4.2 had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

41. SURRENDER OF SHARES

41.1 A member may surrender any Share:

41.1.1 in respect of which the directors may issue a notice of intended forfeiture;

41.1.2 which the directors may forfeit; or

41.1.3 which has been forfeited.

41.2 The directors may accept the surrender of any such Share.

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

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

Share transfers and allotments

42. CONDITIONS OF TRANSFER AND ALLOTMENT

42.1 The Directors shall only register a transfer or approve the allotment of a Share that is made in accordance with the provisions of these articles.

42.2 It shall be a condition of any transfer and any allotment of any Shares that:

42.2.1 the transferee or allottee, as applicable, has obtained all relevant legal and regulatory

consents and made all legal and regulatory notifications necessary for it to become registered as the holder of that Share and any other Shares; and

- 42.2.2 the transferee or allottee, as applicable, is not a Prohibited Person (as determined by the Directors).

43. **TRANSFER RESTRICTIONS**

- 43.1 No Share may be transferred except in accordance with the provisions of these articles or with Majority Consent.

44. **PERMITTED TRANSFERS**

- 44.1 A Shareholder (the "**Original Shareholder**") may transfer any of his Shares to any of his Permitted Transferees without being required to serve a Transfer Notice or comply with the provisions under article 43 or comply with the pre-emption procedure set out in article 45.

- 44.2 If any person to whom any Share was transferred pursuant to article 44.1 ceases or is anticipated to cease to be a Permitted Transferee in respect of the Original Shareholder, that person must, prior to or upon ceasing to be a Permitted Transferee in respect of the Original Shareholder, transfer all (but not some only) of its Shares back to the Original Shareholder, failing which the Company may execute, pursuant to article 52.2.4, a transfer of the Shares on behalf of the former Permitted Transferee and register the Original Shareholder as the holder of such Shares.

45. **TRANSFERS OF SHARES RIGHT OF FIRST OFFER/PRE-EMPTION**

- 45.1 Save where the provisions of article 44 (Permitted Transfers), article 46 (Drag-along – Controlling Interest Offer) or article 47 (Tag-along – Controlling Interest Offer) applies, the transfer of any Shares by a Shareholder shall be subject to the pre-emption rights set out in this article 45.

- 45.2 A Shareholder who wishes to transfer Shares (a "**Selling Shareholder**") shall before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:

- 45.2.1 the number of Shares which he wishes to transfer (the "**Sale Shares**");
- 45.2.2 the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be the Fair Value of the Sale Shares if no such cash price is specified (the "**Transfer Price**"); and
- 45.2.3 the identity of the person to whom the Shares are proposed to be transferred (the "**Proposed Transferee**"),

and, if not so given, a Transfer Notice shall be deemed to have been given immediately prior to any purported transfer of any Share to which this article 45 applies.

- 45.3 Except with the written consent of all Shareholders other than the Selling Shareholder (the "**Other Shareholders**"), no Transfer Notice once given or deemed to have been given under these articles may be withdrawn.

- 45.4 A Transfer Notice constitutes the Company the agent of the Selling Shareholder for the sale of the

Sale Shares at the Transfer Price.

45.5 As soon as practicable following the later of:

45.5.1 receipt of a Transfer Notice; and

45.5.2 if the Transfer Price is to be established at the Fair Value of the Sale Shares under article 45.2.2 or the Transfer Notice is deemed to have been served under article 50, the determination of the Transfer Price under article 53,

the Board shall offer the Sale Shares for sale to the Other Shareholders in the manner set out in article 45.6 (*Transfers: The Offer*). The offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

45.6 Transfers: The Offer

45.6.1 The Board shall offer the Sale Shares to the Other Shareholders inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.

45.6.2 If, at the end of the Offer Period, the number of Sale Shares applied for exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each of the Other Shareholders who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Other 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 he has stated he is willing to buy.

45.6.3 If not all Sale Shares are allocated in accordance with article 45.6.2, and there are applications for Sale Shares that have not been satisfied, the remaining Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in article 45.6.2.

45.6.4 If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Other Shareholders in accordance with their applications and the balance (the "**Surplus Shares**") will be dealt with in accordance with article 45.7.

45.7 Transfers: Purchase by Company

45.7.1 At the end of the Offer Period, the Company may, to the extent lawfully permitted in accordance with the Companies Act 2006, purchase any Surplus Shares from the Selling Shareholder at the Transfer Price. The Company shall notify the Selling Shareholder whether or not it intends to purchase the Surplus Shares within 14 days of the end of the Offer Period.

45.7.2 If the Company notifies the Selling Shareholder that it does not wish or is unable to exercise its right to acquire any Surplus Shares pursuant to article 45.7.1, then the Selling Shareholder may immediately sell such Shares to the Proposed Transferee following notification by the Company, subject to the sale being concluded within a

period of 6 (six months), whereafter it shall lapse, and subject as always to the provisions these articles.

46. DRAG-ALONG — CONTROLLING INTEREST OFFER

- 46.1 If any proposed transfer of Shares by a Shareholder to a bona fide and arm's length third party (a **"Third Party Purchaser"**) would result in such Third Party Purchaser acquiring a Controlling Interest (a **"Controlling Interest Offer"**), the proposed transferor (**"Controlling Seller"**) shall have the option (the **"Drag Along Option"**) to require all other Shareholders (the **"Called Shareholders"**) to sell and transfer all of their Shares (the **"Called Shares"**) with full title guarantee to the Third Party Purchaser in accordance with this article 46.
- 46.2 If a Controlling Seller enters into negotiations with a Third Party Purchaser in relation to a Controlling Interest Offer, the Controlling Seller shall use all reasonable endeavours to notify the Called Shareholders as soon as reasonably practicable that such negotiations are taking place.
- 46.3 The Controlling Seller may exercise the Drag Along Option by giving Notice in writing to that effect (a **"Drag Along Notice"**) to the Third Party Purchaser and each Called Shareholder at any time before, on or after any transfer of the Controlling Interest by the Controlling Seller. A Drag Along Notice shall specify:
- 46.3.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 46 to the Third Party Purchaser;
 - 46.3.2 the consideration payable for the Called Shares, which shall be the same price per Share to be paid to the Controlling Seller and shall be at least equivalent to Fair Value;
 - 46.3.3 the proposed date of completion of the transfer of the Called Shares; and
 - 46.3.4 the identity of the Third-Party Purchaser.
- 46.4 A Drag Along Notice shall be irrevocable but shall lapse if either (i) for any reason the Controlling Seller does not sell its Shares to the Third Party Purchaser within 60 days after the date of the Drag Along Notice (the **"Drag Along Period"**) or if (ii) the Controlling Seller serves a further Drag Along Notice. If the Controlling Seller does not sell its Shares to the Third Party Purchaser within 60 days of the date of the Drag Along Notice, it shall be entitled to issue a further Drag Along Notice within 5 Business Days of the expiry of the Drag Along Period and the original Drag Along Notice shall be deemed not to have lapsed.
- 46.5 The Called Shareholders shall be obliged to sell their Called Shares for the consideration determined in accordance with article 46.3.2 and completion of the sale of the Called Shares shall take place on the same date as, and conditional upon the completion of, the date of completion of the sale of the Controlling Interest.
- 46.6 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms), or other instrument of transfer reasonably required by the Third Party Purchaser, in respect of the Called Shares held by him (together with the share certificate(s) in respect of the Called Shares (or a suitable indemnity in respect thereof)) the Controlling Seller or any director of the Company shall be entitled to execute on behalf of the defaulting Called Shareholder all necessary transfers, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, and each Called Shareholder shall be deemed to have irrevocably appointed

the Controlling Seller or any director of the Company as his attorney for the purposes of and by way of security for its obligations under this article 46. The Company's receipt of the purchase money shall be a good discharge to the Third Party Purchaser, and the Company shall hold the same on trust for the Called Shareholder. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 46.

46.7 The pre-emption provisions contained in article 45 and any other restrictions contained in these articles as to the transfer of Shares shall not apply on any sale and transfer of Shares made in accordance with this article 46 to the Third Party Purchaser named in a Drag Along Notice.

46.8 Any Transfer Notice served in respect of the transfer of any Shares which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

47. TAG-ALONG — CONTROLLING INTEREST OFFER

47.1 A Controlling Seller shall notify the other Shareholders of any Controlling Interest Offer in relation to which no Drag Along Notice is served, no later than 10 Business Days prior to the proposed date of completion of the sale of the Controlling Interest to the Third Party Purchaser.

47.2 Each other Shareholder shall be entitled to give notice ("Tag Along Notice") to the Controlling Seller that it wishes to participate in such a Controlling Interest Offer and to sell the same proportion of its Shares ("Tag Along Shares") as the Controlling Seller is selling, as a proportion of the total number of Shares held by the Controlling Seller. In order to be valid a Tag Along Notice must be delivered to the Company within 5 Business Days of service of the notice referred to in article 47.1. A valid Tag Along Notice shall be irrevocable and shall bind the Controlling Seller to cause the Third Party Purchaser to deliver to the other Shareholders a bona fide offer in writing (the "Tag Along Offer") to purchase the each other Shareholder's Tag Along Shares on the same terms and conditions as offered to the Controlling Seller, in accordance with the terms of this article 47 and article 49.

47.3 If not accepted within 5 Business Days of service, a Tag Along Offer shall lapse and the relevant Shareholder shall not be entitled to participate in the Controlling Interest Offer.

47.4 Where a Tag Along Offer is accepted, the accepting Shareholder shall be obliged to complete the transfer of his Tag Along Shares in accordance with article 52.2 (*Completion*).

48. TERMS OF SALE ON EXERCISE OF DRAG-ALONG OR TAG-ALONG

48.1 The purchase of Called Shares or Tag Along Shares by the Third Party Purchaser shall be made only on such terms and conditions as are identical to those upon which the Controlling Seller proposes to sell its Shares to the Third Party Purchaser save that an offer shall be regarded as made on the same terms notwithstanding that:

48.1.1 some Shareholders and not others are to receive remuneration for services to be rendered by them provided that such remuneration represents an open market consideration for the provisions of such services, and/or

48.1.2 some Shareholders have agreed to provide warranties, indemnities or noncompetition or confidentiality covenants more onerous than any contained or referred to in the offer, or where no such provisions are mentioned in the offer; and/or

- 48.1.3 some Shareholders are required to provide irrevocable undertakings to accept the offer when made, and others are not or required to do so on different terms.

49. CLOSING DATE AND ARRANGEMENTS

The closing date and other closing arrangements for the purchase and sale of Tag Along Shares or Called Shares between respective Shareholders and the Third Party Purchaser shall be the same as those agreed between the Controlling Seller and the Third Party Purchaser.

50. OBLIGATORY TRANSFER EVENT

- 50.1 If any of the events set out in article 50.2 (each an "Obligatory Transfer Event") shall occur, the Company shall be entitled to serve Notice (a "Default Notice") on the relevant Shareholder (the "Defaulting Shareholder"). Upon service of a Default Notice, the Defaulting Shareholder shall be deemed to have served a Transfer Notice offering to transfer all its Shares to the other Shareholders and the Company on the basis set out in articles 45.6 and 45.7.
- 50.2 Subject to Article 50.3, an Obligatory Transfer Event shall occur if:
- 50.2.1 a Shareholder (or any person beneficially entitled to Shares) ceases to be employed by the Company for any reason;
 - 50.2.2 a Shareholder (or any person beneficially entitled to Shares) enters into an Insolvency Event; or
 - 50.2.3 a Shareholder (or any person beneficially entitled to Shares) is an employee or Director of the Company and he fails or ceases to a material extent to meet the requirements, recommendations or regulations or to have appropriate approvals or authorisations of any regulatory or professional body if such requirements, recommendations, regulations, approvals or authorisations are required to enable the relevant Shareholder to carry out his duties in respect of his employment by, or directorship of, the Company.
- 50.3 Article 50.2 shall not apply to any holder of Ordinary Shares or any person beneficially entitled to Ordinary Shares.

51. TRANSFER FOLLOWING OBLIGATORY TRANSFER EVENT

51.1 Default price

As soon as practicable after deemed service of a Transfer Notice in accordance with article 50.1, the Board shall determine the "Default Price" of the Shares which shall be:

- 51.1.1 if the Defaulting Shareholder is a Good Leaver, the greater of the Fair Value of the Shares on the date that the Obligatory Transfer Event occurred and the nominal value of the Shares; and
- 51.1.2 if the Defaulting Shareholder is not a Good Leaver or if he is a Defaulting Shareholder by reason of article 50.2.3, the lower of (i) the Fair Value of the Shares on the date that the Obligatory Transfer Event occurred and (ii) the price paid for the Shares by such Shareholder.

51.2 Acceptance of right to purchase

51.2.1 Within 10 Business Days of the Board's determination of the Default Price or the issue by the Expert of his determination of the Fair Value pursuant to article 53 (Expert Determination), the Company shall be appointed the agent of the Defaulting Shareholder and the Shares of the Defaulting Shareholder shall be offered to the other Shareholders and the Company in the priority set out in articles 45.6 and 45.7. The Defaulting Shareholder shall sell the Shares in accordance with article 52.2.

51.2.2 Following the occurrence of an Obligatory Transfer Event:

- (a) any Director nominated by the Defaulting Shareholder as a Director pursuant to article 18 shall be deemed to have tendered his resignation as of the date of the Default Notice and the Defaulting Shareholder and the Company shall take all necessary actions required for the Director to resign from the Board; and
- (b) any voting rights in respect of the Defaulting Shareholder's Shares shall be suspended until the transfer of such Shares is completed. Notwithstanding this article 51.2.2(b), the Defaulting Shareholder shall be entitled to continue to receive notice of and attend in a non-voting capacity any general meeting of the Shareholders.

52. PROVISIONS RELATING TO TRANSFER

52.1 Scope

The provisions of this article 52 shall apply to any transfer by a Shareholder:

52.1.1 to a Shareholder or the Company pursuant to article 45 (Transfers of Shares Right of First Offer); and

52.1.2 pursuant to article 51 (Transfer Following Obligatory Transfer Event).

In this article 52 the transferring Shareholder is the "Seller" and the transferee is the "Buyer".

52.2 Completion

52.2.1 The Seller's Shares will be sold with full title guarantee and free from all Encumbrances, together with all rights of any nature attaching to them including all rights to any dividends or other distributions, declared, paid or made after the date of the Transfer Notice.

52.2.2 Completion of the transfer and assignment of Shares shall take place within 10 Business Days of the procedure under article 45 having been completed, at the registered office of the Company or at such other address as the Seller and the Buyer may agree. The Buyer shall not be obliged to complete the purchase of any of the Shares being sold unless the purchase of all the Shares being sold is completed simultaneously.

52.2.3 On completion of the transfer of the Shares:

- (a) the Buyer shall pay by telegraphic transfer to a bank account designated by the

Seller a sum equal to the relevant purchase price for the Shares;

- (b) the Seller shall deliver to the Buyer a duly executed stock transfer form (or stock transfer forms, as applicable) relating to the transfer of the Seller's Shares together with the relevant share certificates and, in the event that the Seller shall not do so on completion the provisions of article 52.2.4 shall apply;
- (c) the Seller shall warrant that it is selling its Shares as the legal and beneficial owner with full title guarantee; and
- (d) the Seller shall deliver the resignations of any Directors appointed by the Seller to take effect at completion and acknowledging that such Directors have no claims against the Company.

52.2.4 Each of the Shareholders hereby irrevocably and by way of security for its obligations under articles 50 and 52.2.3(b) appoints any director of the Company as its attorney in the event that it is a Seller to execute such stock transfer form (or stock transfer forms, as applicable) relating to the transfer of the Seller's Shares on its behalf which may be necessary to give effect to articles 50 and 52.2.3(b).

53. EXPERT DETERMINATION

53.1 Appointment of Expert

- 53.1.1 An Expert is a person appointed to determine the Fair Value for the purposes of article 45.2.2 or article 50.
- 53.1.2 The Company and the Selling Shareholder or the Defaulting Shareholder (as the case may be) shall endeavour to agree on the identity of an independent firm of accountants to act as Expert. The independent Expert shall be jointly appointed by the Company and the Selling Shareholder or the Defaulting Shareholder (as the case may be).
- 53.1.3 If the Company and the Selling Shareholder or the Defaulting Shareholder (as the case may be) are unable to agree on the identity of an Expert within 10 Business Days of one serving details of a suggested Expert on the other, either shall then be entitled to request the then President of the Institute of Chartered Accountants in England and Wales to nominate an Expert who is an accountant of repute with experience in the valuation of private companies limited by shares.
- 53.1.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this article 53 then:
 - (a) either the Company or the Selling Shareholder or the Defaulting Shareholder (as the case may be) may apply to the then President of the Institute of Chartered Accountants in England and Wales to discharge the Expert and to nominate a replacement Expert with the required expertise; and
 - (b) this article applies in relation to the new Expert as if he were the first Expert appointed.

53.2 Expert's Determination

- 53.2.1 The Expert is required to prepare a written determination and give notice (including a copy) of the decision to the Company within a maximum of 45 Business Days following his appointment.
- 53.2.2 The Company must, as soon as reasonably practicable following receipt of the Expert's determination, notify the Selling Shareholder or the Defaulting Shareholder (as the case may be) and supply the Selling Shareholder or the Defaulting Shareholder (as the case may be) with a copy of it.
- 53.2.3 The Company and the Selling Shareholder or the Defaulting Shareholder (as the case may be) are entitled to make submissions to the Expert within 5 Business Days of the Expert's appointment (such submissions to be copied to the other party) and shall provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. If a Selling Shareholder or the Defaulting Shareholder (as the case may be) does not make such submissions or otherwise fails to participate in the determination process in accordance with this Agreement, the Expert is entitled to rely on the information he has actually received and a Selling Shareholder's or the Defaulting Shareholder's (as the case may be) failure to participate in the process shall not in any way hinder the Expert in issuing his determination.
- 53.2.4 The Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate.
- 53.2.5 The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to him shall be final and binding on the Selling Shareholder or the Defaulting Shareholder (as the case may be) in the absence of manifest error or fraud.
- 53.2.6 The Expert shall not be liable to any person by reason of his sole determination or for anything done or omitted to be done by him for the purpose of it or in connection with it.
- 53.2.7 The parties expressly waive, to the extent permitted by law, any rights of recourse to the courts they might otherwise have to challenge the Expert's determination.

53.3 Costs

The Company and the Selling Shareholder shall bear its own costs in relation to any reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Company and Selling Shareholder or Defaulting Shareholder (as the case may be) equally or in such other proportions as the Expert shall direct. In the case where the Expert determines Fair Value in accordance with article 51 (*Transfer following Obligatory Transfer Event*) in which case such costs will be borne by the Defaulting Shareholder.

53.4 Determination of Fair Value

If the Expert is asked to determine the fair value of a Shareholder's Shares he shall determine the fair price which a third party would pay to acquire the relevant Shares of the Selling Shareholder or the Defaulting Shareholder (as the case may be) ("Fair Value") according to the following principles:

- 53.4.1 the sale takes place on an arm's length basis between a willing seller and a willing purchaser;
- 53.4.2 the value is calculated as a pro rata proportion of the market value of the Shares of the Company as a whole;
- 53.4.3 the Company is valued on a going concern basis; and
- 53.4.4 the Shares are sold free of all Encumbrances.

54. ISSUE OF SHARES RIGHT OF PRE-EMPTION

- 54.1 If the Company proposes to allot any Ordinary Shares (the "**New Shares**"), those New Shares shall not be allotted to any person unless the Company has in the first instance offered them to the holders of Ordinary Shares (the "**Pre-emptive Offer**") on the same terms and at the same price as those New Shares are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions).
- 54.2 The Pre-emptive Offer:
 - 54.2.1 shall be in writing, give details of the number and subscription price of the New Shares and shall require the holders of Ordinary Shares to accept the Pre-emptive Offer within 10 Business Days; and
 - 54.2.2 shall stipulate that any holder of Ordinary Shares who wishes to subscribe for a number of New Shares in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Shares ("**Excess Shares**") for which he wishes to subscribe.
- 54.3 Any New Shares not accepted by the holders of Ordinary Shares pursuant to the Pre-emptive Offer made to them in accordance with article 54.1 shall be used for satisfying any requests for Excess Shares made pursuant to article 54.2.2 and if that there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants on a pro rata basis to the number of Shares held by the applicants immediately prior to the Pre-emptive Offer made in accordance with article 54.1 (as nearly as may be without involving fractions or increasing the number allotted to any holder of Ordinary Shares beyond that applied for by him).
- 54.4 The Company does not need
 - 54.4.1 the prior written consent of a Majority;
 - 54.4.2 to follow any Pre-Emptive procedures contained herein,
 - 54.4.3 to offer shares to any existing Shareholders:
 - (a) if granting options to acquire Growth Shares under a share option scheme for the benefit of the Company or its group's employees and/or directors up to a maximum of ten per cent (10%) (such threshold may be adjusted up or down with the written consent of a Majority) of the issued share capital of the Company at such time; or

- (b) when allotting and issuing Growth Shares on the exercise of the share options granted under article 54.4.1;
- (c) when granting options to acquire Growth Shares any new transferee will be required to enter into a Deed of Adherence and agree to the conditions upon which those options are granted.

Transmission

55. TRANSMISSION OF SHARES

- 55.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.
- 55.2 Nothing in these articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder.
- 55.3 A transmittee who produces such evidence of entitlement to Shares as the directors may properly require:
 - 55.3.1 may, subject to the articles, choose either to become the holder of those Shares or to have them transferred to another person; and
 - 55.3.2 subject to the articles, and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 55.4 Notwithstanding the preceding articles of this article 55, transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares.

56. EXERCISE OF TRANSMITTEES' RIGHTS

- 56.1 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 56.2 If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 56.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

57. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 56.2, has been entered in the register of members.

Consolidation of Shares

58. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

- 58.1 This article applies where: (a) there has been a consolidation or division of Shares; and (b) as a result, Shareholders are entitled to fractions of Shares.
- 58.2 The directors may:
- 58.2.1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable;
 - 58.2.2 in the case of a certificated Share, authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
 - 58.2.3 distribute the net proceeds of sale in due proportion among the holders of the Shares.
- 58.3 Where any Shareholder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that Shareholder's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- 58.4 The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- 58.5 The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

Dividends and other distributions

59. PROCEDURE FOR DECLARING DIVIDENDS

- 59.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 59.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 59.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 59.4 Unless the Shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, all dividends must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 59.5 If the Company's Share capital is divided into different classes, no dividend or interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 59.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 59.7 If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

60. **CALCULATION OF DIVIDENDS**

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

60.1.1 declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and

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

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

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

61. **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

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

61.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

61.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

61.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

61.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

61.2 In the articles, the "distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:

61.2.1 the holder of the Share; or

61.2.2 if the Share has two or more joint holders, whichever of them is named first in the register of members; or

61.2.3 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee. **58 Deductions from distributions in respect of sums owed to the Company**

61.3 If:

61.3.1 a Share is subject to the Company's lien; and

61.3.2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share or otherwise to the extent that they are entitled to require payment under a lien enforcement notice.

61.4 Money so deducted must be used to pay any of the sums payable in respect of that Share or otherwise.

61.5 The Company must notify the distribution recipient in writing of:

61.5.1 the fact and amount of any such deduction;

61.5.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

61.5.3 how the money deducted has been applied.

62. NO INTEREST ON DISTRIBUTIONS

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

62.1.1 the terms on which the Share was issued; or

62.1.2 the provisions of another agreement between the holder of that Share and the Company.

63. UNCLAIMED DISTRIBUTIONS

63.1 All dividends or other sums which are:

63.1.1 payable in respect of Shares; and

63.1.2 unclaimed after having been declared or become payable,

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

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

63.3 If:

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

63.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain

owing by the Company.

64. NON-CASH DISTRIBUTIONS

64.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring noncash assets of equivalent value (including, without limitation, Shares or other securities in any Company).

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

64.2.1 fixing the value of any assets;

64.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

64.2.3 vesting any assets in trustees.

65. WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

65.1.1 the Share has more than one holder; or

65.1.2 more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

66. RETURN OF CAPITAL

On a return of capital of the Company on a Liquidation or otherwise (other than a redemption of Shares or the purchase by the Company of its own Shares), the surplus assets and retained profits of the Company after payment of all liabilities and available for distribution among the Shareholders will be divided between the holders of Ordinary Shares and Growth Shares *pro rata* to their respective holdings (as if the Ordinary Shares and Growth Shares constituted one class of Share).

Capitalisation of profits

67. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

67.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

67.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

67.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the

persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

67.2 Capitalised sums must be applied:

67.2.1 on behalf of the persons entitled; and

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

67.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

67.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

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

67.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

67.5 Subject to the articles the directors may:

67.5.1 apply capitalised sums in accordance with articles 67.3 and 67.4 partly in one way and partly in another;

67.5.2 make such arrangements as they think fit to deal with Shares or debentures

67.5.3 becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

67.5.4 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

Part 4

Decision-making by Shareholders

Organisation of general meetings

68. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

68.1 The Ordinary Shares shall entitle their holder(s) to attend, speak and vote at a general meeting of the Company.

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

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

68.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the

meeting; and

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

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

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

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

69. QUORUM FOR GENERAL MEETINGS

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

69.2 Save in the case where only one Shareholder is entitled to vote upon the business to be transacted (in which case such Shareholder (or its proxy or a duly authorised representative of such Shareholder, if a corporation) shall constitute a quorum), two Shareholders entitled to vote upon the business to be transacted (or their respective proxy or duly authorised representative, if a corporation) shall constitute a quorum.

70. CHAIRING GENERAL MEETINGS

70.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

70.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

70.2.1 the directors present; or

70.2.2 (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.

70.3 The person chairing a meeting in accordance with this article is referred to as the "chairman of the meeting".

71. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

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

71.2 The chairman of the meeting may permit other persons who are not:

- 71.2.1 holders of Ordinary Shares of the Company; or
- 71.2.2 otherwise entitled to exercise the rights of holders of Ordinary Shares in relation to general meetings,

to attend and speak at a general meeting.

72. ADJOURNMENT

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

72.1.1 at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting; or

72.1.2 during the adjourned meeting a quorum ceases to be present,

the qualifying person or qualifying persons present shall be a quorum, if he or they together hold(s) a majority in nominal value of such part of the issued share capital of the Company as confers the right to attend and vote at general meetings of the Company.

- 72.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

72.2.1 the meeting consents to an adjournment; or

72.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 72.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 72.4 When adjourning a general meeting, the chairman of the meeting must:

72.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

72.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 72.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

72.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

72.5.2 containing the same information which such notice is required to contain.

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

Voting at general meetings

73. VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

74. ERRORS AND DISPUTES

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

74.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

75. POLL VOTES

75.1 A poll on a resolution may be demanded:

75.1.1 in advance of the general meeting where it is to be put to the vote; or

75.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

75.2 A poll may be demanded by:

75.2.1 the chairman of the meeting;

75.2.2 the directors; or

75.2.3 any qualifying person present and entitled to vote at the meeting.

75.3 A demand for a poll may be withdrawn if:

75.3.1 the poll has not yet been taken; and

75.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

75.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

76. CONTENT OF PROXY NOTICES

76.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

76.1.1 states the name and address of the Shareholder appointing the proxy;

76.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

76.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

76.1.4 is delivered not less than 24 hours before the time appointed for general meeting or adjourned meeting to which it relates to the Company in accordance with the articles and any instructions contained in the relevant notice of the general meeting.

A proxy which is not delivered in such manner shall be invalid, unless the directors in their discretion accept the notice at any time before the meeting.

76.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

76.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

76.4 Unless a proxy notice indicates otherwise, it must be treated as:

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

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

77. DELIVERY OF PROXY NOTICES

77.1 Any notice of a general meeting must specify the address or addresses at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

77.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

77.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

77.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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

78. AMENDMENTS TO RESOLUTIONS

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

78.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed

- 78.1.2 not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- 78.1.3 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 78.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 78.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 78.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 78.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.
79. **NO VOTING OF SHARES ON WHICH MONEY OWED TO COMPANY**
- No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all calls or other sums presently payable to the Company in respect of that Share have been paid.

Application of rules to class meetings

80. **CLASS MEETINGS**

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

Part 5

Administrative arrangements

81. **COMPANY SECRETARY**

The directors may from time to time appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by the directors.

82. **MEANS OF COMMUNICATION TO BE USED**

- 82.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 82.2 Subject to the Companies Act 2006, the Company may send or supply documents or information to Shareholders by making them available on a website.
- 82.3 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that

director has asked to be sent or supplied with such notices or documents for the time being.

83. DEEMED RECEIPT OF DOCUMENTS AND INFORMATION

83.1 Where the Company sends a document or information by post (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient:

83.1.1 48 hours after it was posted, if posted by first class post to an address in the United Kingdom; and

83.1.2 on the fifth working day after it was posted, if posted by international signed for post to an address outside the United Kingdom.

83.2 Where the Company sends or supplies a document or information by electronic means and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 24 hours after it was sent.

83.3 Where the Company sends or supplies a document or information by means of a website, it is deemed to have been received by the intended recipient:

83.3.1 when the material was first made available on the website; or

83.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

83.4 In calculating a period of hours for the purposes of this article, no account is to be taken of any part of a day that is not a working day.

83.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent.

84. COMPANY SEALS

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

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

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

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

84.4.1 any director of the Company;

84.4.2 the company secretary (if any); or

84.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

85. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

86. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

Indemnity and insurance

87. INDEMNITY

87.1 Subject to article 0 the Company may indemnify:

87.1.1 any relevant director or any relevant secretary against any liability incurred by or attaching to that person in the actual or purported execution or discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office; and

87.1.2 any relevant director against any liability incurred by him in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006).

Where a director or any secretary is indemnified against a liability in accordance with this article, the indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him.

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

87.3 Subject to the Companies Acts, the Company may:

87.3.1 provide a relevant director and any relevant secretary with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings referred to in section 205(1)(a)(i) of the Companies Act 2006 or in connection with any application under the provisions mentioned in section 205(1)(a)(ii) of the Companies Act 2006; and

87.3.2 may do anything to enable that person to avoid incurring such expenditure;

87.3.3 but so that, in the case of a director, the terms set out in section 205(2) of the Companies Act 2006 shall apply to any such provision of funds or other things done.

87.4 In this article:

87.4.1 companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

87.4.2 a "**relevant director**" means any director or former director of the Company or an associated company, and a "**relevant secretary**" means any secretary or former secretary of the Company or an associated company.

88. **INSURANCE**

88.1 Except to the extent prohibited or restricted by any provision of the Companies Acts or by any other provision of law, the directors may purchase and maintain, at the expense of the Company, insurance against any relevant liability for the benefit of any person who is or has at any time been a relevant officer.

88.2 In this article:

88.2.1 **"relevant officer"** means:

- (a) a director or secretary or employee of the Company or an associated company or of any predecessor in business of the Company or an associated company; or
- (b) a trustee of any employees' share scheme, pension fund or retirement, death or disability scheme for the benefit of any employee of the Company or associated company or of any predecessor in business of the Company or an associated company;

88.2.2 **"relevant liability"** means any liability incurred by a relevant officer in respect of any act or omission in the actual or purported discharge of his duties or in the exercise or purposed exercise of his powers or otherwise as a relevant officer;

88.2.3 companies are **"associated"** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

89. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.