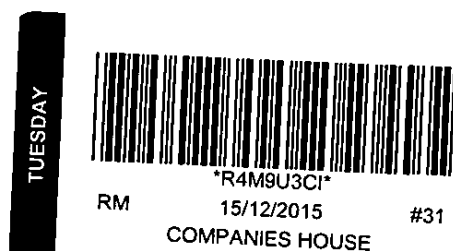


Company Number: 08572223

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
MTS RYDON SOLAR LIMITED

(Adopted on 10 DECEMBER 2015)



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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MTS RYDON SOLAR LIMITED

("the Company")

1. APPLICATION OF MODEL ARTICLES

1.1 The model Articles of association for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended at the date of adoption of these Articles ("**the Model Articles**") shall apply to the company save in so far as they are excluded or modified by these Articles.

1.2 Notwithstanding that the company is a private company, certain Articles contained in the model articles of association for public companies contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended at the date of adoption of these Articles ("**the Model PLC Articles**") shall apply to the company, but only where expressly incorporated into these Articles. Where so expressly incorporated, any reference in a Model PLC Article to a "**member**" shall in these Articles be deemed to be a reference to a "**shareholder**".

2 INTERPRETATION

2.1 Without prejudice to any other definitions contained elsewhere in these articles, the following words and expressions shall in these articles have the meanings set out or referred to opposite each respectively (unless the context otherwise requires):

"the Act" the Companies Act 2006;

"Articles" these articles of association

"Asset Sale" the sale or transfer of the whole or a substantial part of the assets and/or business and/or goodwill and/or undertaking of the Company other than to the Holding Company or any subsidiary of the Holding Company;

"Auditors" the auditors for the time being of the Company,

"the Called Shareholders" as defined in Article 12.1.2,

"the Companies Acts" as defined in the Act;

"company"	includes any body corporate,
"Company Value"	as defined in Article 11.4.1;
"Conflicting Situation"	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself,
"Connected"	as defined by Section 993 of the Tax Act,
"Consent Provider"	any of the following: <ul style="list-style-type: none"> (i) the Investor Director; or (ii) any person for the time being appointed to act as the alternate director of the Investor Director;
"Deferred Shareholders"	the holders for the time being of the issued Deferred Shares (and each a "Deferred Shareholder");
"Deferred Shares"	the deferred shares of £0.00001 each in the capital of the Company and having the rights (and being subject to the restrictions) ascribed thereto as set out in these Articles (and each a "Deferred Share"),
"the Directors"	the directors for the time being of the Company or (as the context shall require) any of them (each a "Director") acting as the board of directors of the Company;
"Distributions"	all amounts received by the Holding Company from the Company pursuant to any of the following (or, in the case of distributions in specie, the release of any liability as referred to in paragraph (d) of this definition or any such transfer of assets as is referred to in paragraph (e) of this definition, the cash equivalent thereof, as determined (in the event of disagreement) by the Auditors (acting as experts and not as arbitrators) whose decision shall be final and binding (in the absence of manifest error) and whose costs shall be borne by the Company): <ul style="list-style-type: none"> (a) any dividend or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of the equity share capital of the Company (or any part or class thereof); (b) any redemption, Sale, reduction, repurchase or repayment of share capital, share premium or other capital reserves (save that, for these purposes the proceeds of a Sale shall be ignored when this definition is being applied in order to determine the Sale Value in relation to the Sale in question); (c) any repayment or sale of principal, payment of interest or payment of other amounts in respect of loans advanced by the Holding Company or any other loans or other amounts made

	available by the Holding Company, including (but without limitation) pursuant to a Refinancing;
	(d) the release of any actual or contingent liability of the Holding Company with the Company by discharge, set-off, counterclaim,
	(e) any sale or transfer of assets by the Company to the Holding Company at less than their open market value (other than by way of loan),
"the Drag Along Price"	as defined in Article 12.1 2;
"the Drag Along Right"	as defined in Article 12.1.2;
"EIS Investors"	as defined in the Shareholders Agreement (but including, where the context permits, any successor to any of the EIS Investors (as so defined) as the holder for the time being of any shares in the capital of the Holding Company which were originally issued to EIS Investors);
"EIS Legislation"	Chapter 4, Part 5 of the Tax Act,
"eligible director"	in relation to any matter, a director who would be entitled to vote on the matter concerned at a meeting of directors, but excluding any director whose vote is not to be counted in respect of the matter concerned;
"equity share capital", and "subsidiary undertaking"	shall have the meanings set out in Sections 548, and 1162 of the 2006 Act,
"the First Date"	the date which is the day after the third anniversary of the later of the Trade Date and the date on which the Investors subscribed for shares in the capital of the Company,
"Holding Company"	any company which is, for the time being, the ultimate holding company (as defined in section 1159 of the Act) of the Company,
"Holding Company Shareholders"	the holders for the time being of ordinary shares (of whatever class) in the capital of the Holding Company (and each a "Holding Company Shareholder");
"Investor Affiliate"	the fund manager or advisor to any Holding Company Shareholder or to any fund in which any Holding Company Shareholder participates or an employee, member or partner of the fund manager or advisor to any Holding Company Shareholder or to any such fund;
"Investor Director"	a person appointed as a director of the Company pursuant to clause 3.1 of the Shareholders Agreement;
"Investors"	the EIS Investors (and each an "Investor"),
"Investors Specified Total Return"	a Total Return to the Investors who at the time of any such return are holders of ordinary shares of 1p each in the capital of the Holding Company, of an amount not less than 112p in respect of each such share;

"Lightsource"	Lightsource Renewable Energy Limited (registered in England and Wales with registration number 07129343),
"Lightsource Director"	a person appointed as a director of the Company pursuant to clause 3 of the Shareholders Agreement,
"Member"	a holder of shares in the Company;
"a Member of the same Group"	as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company,
"Model Articles"	has the meaning given in Article 1,
"Model PLC Articles"	has the meaning given in Article 1,
"New Member"	has the meaning given in Article 12.8;
"Offer"	either: <ul style="list-style-type: none"> (i) an offer to purchase all the issued share capital of the Company other than those already held by the Offeror and/or any persons acting in concert with him (as defined in the City Code on Take-overs and Mergers); or (ii) the entering into of one or more agreements which will result in any persons who are acting in concert (as defined above) acquiring all the issued share capital of the Company, which agreements are unconditional or subject only to conditions in the sole control of any or all of the persons who are acting in concert;
"the Offeror"	as defined in Article 12.1 2;
"Ordinary Shareholders"	the holders for the time being of the issued Ordinary Shares (and each an "Ordinary Shareholder");
"Ordinary Shares"	the ordinary shares of 1p each in the capital of the Company and having the rights ascribed thereto as set out in these Articles (and each an "Ordinary Share"),
"Proposing Transferee"	as defined in Article 11 1;
"Proposing Transferor"	a Member proposing to transfer or dispose of Ordinary Shares or any interest therein;
"Refinancing"	the provision of funding from one or more third parties which is or are not managed or advised by Octopus Investments Limited or any Member of the same Group as Octopus Investments Limited or by an Investor Affiliate and where (and to the extent that) such funding is applied in repaying (in whole or in part) any loan advanced to the Company by any of the Ordinary Shareholders, together with interest accrued thereon down to the date of repayment,
"Relevant Company"	as defined in Article 22.4;
"Relevant Loss"	as defined in Article 22 4,

"Relevant Officer"	as defined in Article 22.4,
"Relevant Transaction"	as defined in Article 11.1,
"Sale"	completion of the transaction(s) by which an Offer has arisen;
"Sale Value"	a sum equal to the aggregate of any net proceeds of a Sale or an Asset Sale and any Distributions in excess of the aggregate amount necessary to give each of the Investors (assuming that (in the case of a Sale) all of such net proceeds were to be distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being and that, in the case of an Asset Sale, the net proceeds of such Asset Sale were distributed to the Holding Company and the amount thereof (less all liabilities to taxation arising from such distribution and all other costs, charges and expenses relating thereto) was then so distributed to the holders of shares in the capital of the Holding Company) a Total Return of an amount equal to the Investors Specified Total Return,
"the Second Date"	the date which is 1,278 days after the Trade Date;
"Shareholder Majority"	the holders of not less than one half of the total number of Ordinary Shares for the time being in issue;
"the Shareholders Agreement"	the shareholders agreement to be entered into on or about the date of adoption of these Articles and made between (amongst others) the Holding Company (as therein defined) (1), the Director (as therein defined) (2), the Investors (as therein defined) (3), Lightsource Renewable Energy Limited (4), Octopus Investments Limited (5), Octopus Investments Nominees Limited (6), the Company (as defined therein) (7) and OCS Services Limited (8), as amended, adhered to and/or supplemented from time to time,
"Tax Act"	the Income Tax Act 2007 as amended from time to time;
"Total Return"	<p>the aggregate total return in pounds sterling (whether such return takes the form of a distribution of any of the profits of the Holding Company or a return of assets by the Holding Company on a liquidation or capital reduction or similar) received by the Investors or which they would receive, assuming (where applicable) that:</p> <ul style="list-style-type: none"> (i) the net proceeds of the proposed Sale or Refinancing in question were to be distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being; and (ii) in the case of an Asset Sale, the net proceeds of such Asset Sale were to be distributed to the Holding Company and the amount thereof (less all liabilities to taxation arising from such distribution and all other costs, charges and expenses relating thereto) was then so distributed

In respect of their total investment in the Holding Company (whether such investment takes place by way of subscription for shares or otherwise);

"Trade Date" 2 December 2013;

"the Vendors" as defined in Article 12.1.

2.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

2.3 Any reference in these Articles to any provision of any statute or to any other legislative provision shall be deemed to include a reference to any statutory or other legislative modification or re-enactment of that provision from time to time in force

2.4 In these Articles, where the context so permits, words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter and vice versa; words importing persons shall include bodies corporate, unincorporated associations and partnerships.

2.5 The headings to each of the Articles are inserted for ease of reference only and shall not affect the construction or interpretation of these Articles.

2.6 All references in these Articles to an **"Article"** followed by a particular number is a reference to the relevant Article of these Articles bearing that number. A reference in these Articles to a **"Model Article"** followed by a particular number is a reference to the relevant article of the Model Articles bearing that number. A reference in these Articles to a **"Model PLC Article"** followed by a particular number is a reference to the relevant article of the Model PLC Articles bearing that number

2.7 Where provisions of the Model PLC Articles are expressly incorporated into these Articles, words and expressions ascribed a particular meaning by the Model PLC Articles shall have the same meanings in these Articles in relation thereto

2.8 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3 **SHARE CAPITAL**

In these Articles, unless the context requires otherwise, references to Ordinary Shares shall include Ordinary Shares issued after the date of adoption of these Articles.

4 **SHARE RIGHTS**

The Ordinary Shares shall have, and be subject to, the following rights and restrictions:

4.1 **Income**

4.1.1 The distribution of any profits of the Company shall require the prior approval of the Members by special resolution

4.1.2 The profits of the Company which the Company may so resolve to distribute shall be distributed amongst the Ordinary Shareholders *pari passu* in proportion to the amounts paid up or credited as paid up in relation to the nominal value only of the Ordinary Shares held by them respectively

4.1.3 Model Articles 30 to 34 (inclusive) shall be subject to this Article 4.1.

4.2 Capital

4.2.1 On a return of assets on a liquidation or capital reduction or similar, the assets of the Company remaining after the payment of its liabilities and after providing for any amount payable to the Deferred Shareholders pursuant to Article 5.1 shall be distributed amongst the Ordinary Shareholders *pari passu* in proportion to the amounts paid up or credited as paid up in relation to the nominal value only of the Ordinary Shares held by them respectively

4.2.2 Subject to the following provisions of this Article 4.2, the net proceeds of any Sale shall be distributed amongst the Ordinary Shareholders and Deferred Shareholders in the same priority as set out in Article 4.2.1 as if the proceeds of such Sale represented all of the assets of the Company available for distribution to the holders. For the avoidance of doubt, in the event of a Sale, this Article 4.2 shall apply notwithstanding anything to the contrary in the terms of such Sale, whether in the agreement for Sale or otherwise.

4.2.3 If:

4.2.3.1 the effect of the application of Article 4.2.2 would result in the Holding Company receiving an amount (in money or money's worth) which would (assuming that all of such net proceeds were to be distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being) give the Investors a Total Return equal to or greater than the Investors Specified Total Return on or before the Second Date (but not before the First Date); or

4.2.3.2 the Investors (assuming that all of such net proceeds were to be distributed to the holders of shares in the Holding Company in accordance with its articles of association for the time being) have already achieved a Total Return equal to or greater than the Investors Specified Total Return within the period referred to in Article 4.2.3.1

the net proceeds of the Sale shall be distributed between the Ordinary Shareholders and the Deferred Shareholders (in proportion to the amounts paid up or credited as paid up in relation to the nominal value only of such shares held by them respectively) on the basis that 100% of any Sale Value shall be distributed to the Deferred Shareholders

4.2.4 For the purpose of applying the provisions of this Article 4.2, all calculations shall be rounded up or (as the case may be) down to the two nearest decimal places.

4.2.5 In the case of an Asset Sale, the Members shall use all reasonable endeavours to procure that the net proceeds of such Asset Sale are distributed by the Company to its shareholders as soon as possible after such Asset Sale takes place (whether by placing the Company into members' voluntary liquidation or otherwise) and the provisions of Articles 4.2.3 and 4.2.4 shall apply as if the amount so distributed (less all liabilities of the Company to taxation arising from such distribution and all other costs, charges and expenses relating thereto) represented the proceeds of Sale (and on the assumption that all the net proceeds of such Asset Sale were to be distributed to the Holding Company and the amount thereof (less all liabilities to taxation arising from such distribution and all other costs, charges and expenses relating thereto) were then to be so distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being) and the provisions of Articles 4.2.3 and 4.2.4 shall apply *mutatis mutandis*.

4.3 Voting

Subject to the special rights or restrictions as to voting attached to any shares

4.3.1 on a show of hands every Ordinary Shareholder who (being an individual) is present in person or (being a corporation) is present by a representative shall have one vote, and

4.3.2 on a poll every Ordinary Shareholder who is present in person or by a proxy or (being a corporation) by a representative shall have one vote for every Ordinary Share of which he is the holder.

5 DEFERRED SHARES

5 1 The Deferred Shares shall

5.1 1 confer no right to a dividend or other distribution of the revenue profits of the Company;

5.1.2 be entitled to receive notice of, and to attend but not vote at, general meetings; and

5 1.3 subject to Article 4 2.2, not confer any right to participate in any surplus assets of the Company on a winding-up or other return of assets.

5 2 The Company shall not be obliged to:

5 2 1 issue share certificates in respect of the Deferred Shares;

5.2.2 give any prior notice to the holders of Deferred Shares that such shares are to be purchased in accordance with Article 5.4; or

5 2 3 account to any Deferred Shareholder for the purchase monies in respect of such shares.

5 3 Subject to Article 5.5 below, the Deferred Shares may not be transferred other than with the consent of a Shareholder Majority.

5.4 Subject to Article 5.5 below, if the Investors Specified Total Return is not achieved on or prior to the Second Date, the Company shall be entitled at any time thereafter to purchase all of the Deferred Shares for an aggregate consideration of 1p and the Company shall do so if directed to do so by a Shareholder Majority. For the purposes of this Article 5 4, the Directors may authorise any person to execute on behalf of and as agent for the holders of Deferred Shares an appropriate contract and may deliver it on their behalf

5 5 If at the time of any transfer of Deferred Shares pursuant to Articles 5.3 or 5 4 any of the Deferred Shares or Ordinary Shares are subject to a charge or mortgage in favour of any bank or institution, then any such transfer shall only be permitted with the prior written consent of that bank or institution and the Company and the Directors shall not give effect to any such transfer without such prior written consent having been obtained

6. ISSUE OF SHARES

6.1 No new shares may be issued save with the prior approval of the Members by special resolution, provided that, if at the time of such issuance any of the Deferred Shares or Ordinary Shares already in issue are subject to a charge or mortgage in favour of any bank or institution, then no new shares may be issued save with the prior written consent of that bank or institution

6 2 Subject to Article 6.1 and to the provisions of Section 549 of the Act, the shares in the capital of the Company shall be at the disposal of the Directors who may issue, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount, that no shares shall be issued to any person who is not already a party to the Shareholders Agreement unless that person has first executed and delivered to the Company a deed of adherence (as referred to in the Shareholders Agreement) and no shares shall be issued if at the time of such issuance any of the Deferred Shares or Ordinary Shares already in issue are subject to a charge or mortgage in favour of any bank or institution without the prior written consent of that bank or institution.

6 3 The provisions of Section 561(1) and 562(1) to (6) of the Act shall not apply to the Company

6 4 Any new shares shall take the form of Ordinary Shares

7. VARIATION OF CLASS RIGHTS

7.1 Subject to Article 7.2 below, whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:

7.1.1 in the case of the holders for the time being of the Issued Ordinary Shares, with the consent in writing of the holders of at least 50% of the issued shares of that class or with the sanction of an ordinary resolution passed at a meeting of the holders of the class; and

7.1.2 in the case of the Deferred Shareholders with the consent in writing of all of the Deferred Shareholders or with the sanction of a unanimous resolution passed at a meeting of the holders of Deferred Shares.

7.2 Where any of the Deferred Shares or Ordinary Shares are subject to a charge or mortgage in favour of any bank or institution, the rights attached to any class of shares may not be varied or abrogated in accordance with Article 7.1 or any other Article except with the prior written consent of that bank or financial institution

7.3 To every such separate meeting referred to in Articles 7.1.1 and 7.1.2, all the provisions of these Articles relating to general meetings of the Company shall apply (*mutatis mutandis*) except that:

7.3.1 the necessary quorum shall be at least two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class, but so that at any adjourned meeting of such holders at which such a quorum is not present the holder or holders present shall be a quorum; and

7.3.2 the holders of shares of the class in question shall on a poll have one vote in respect of every share of the class held by them respectively

7.4 Without prejudice to the generality of this Article, it is a term of issue of the Ordinary Shares that the following events shall be deemed to be an attempted variation of the rights attaching to such shares and shall therefore require class consent in accordance with Article 7.1.1:

7.4.1 any increase in the issued capital of the Company,

7.4.2 the grant by the Company of a right to subscribe for or to convert securities into shares in the capital of the Company,

7.4.3 the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company;

7.4.4 the redemption of any of the Company's shares or the entering into of a contract by the Company to purchase any of its shares;

7.4.5 the subscription for or other acquisition of shares in any company, the acquisition of all or substantially all of the assets of any other company or of any unincorporated business, the disposal of any share in any other company, the disposal of the Company's undertaking and assets or any substantial part thereof or the making of any capital investment in any partnership or the disposal of any such interest;

7.4.6 any act or transaction committed or proposed to be committed by a Director within the terms of Article 17.8.

7.5 Without prejudice to the generality of this Article, it is a term of issue of the Deferred Shares that the following events shall be deemed to be an attempted variation of the rights attaching to such shares and shall therefore require class consent in accordance with Article 7.1:

- 7 5 1 any amendment to (or any deletion of) Articles 2, 4, 5, 6, 7, 10, 11 or 12;
- 7.5 2 the issue of any further Deferred Shares or the conversion of any shares of any other class into Deferred Shares,
- 7.5.3 the issue of any shares of any class other than Ordinary Shares;
- 7 5.4 any alteration or variation of any of the rights attached to any of the shares for the time being in the capital of the Company;
- 7 5.5 any sale of by the Company or any subsidiary of the Company of its undertaking and all (or a substantial part of) its assets;
- 7.5 6 any resolution to wind-up the Company or any subsidiary of the Company, or
- 7.5 7 any reduction of the Company's share capital or the making of any other return of capital by the Company to its members

8 LIEN

- 8 1 The Company shall have a first and paramount lien on every share (whether or not fully paid) for all and any indebtedness of any holder thereof to the Company (whether a sole holder or one of two or more joint holders) in respect of the shares concerned. Notwithstanding the foregoing, however, so long as any share is subject to a charge or mortgage in favour of any bank or institution, such share shall be exempt from the provisions of this Article.
- 8 2 The Company's lien over a share takes priority over any third party's interest in that share and 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.
- 8 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.
- 8.4 Model PLC Article 53 shall apply to the Company and shall govern the enforcement of the Company's lien, save that
- 8.4 1 in Model PLC Article 53(2)(c), the word "clear" shall be inserted between the words "14" and "days"; and
- 8.4 2 In Model PLC Article 53(4)(b), the words "a suitable indemnity" shall be deleted and replaced by the words "an indemnity in a form reasonably satisfactory to the Directors" and the words "over the shares before the sale for any money payable in respect of the shares" shall be deleted and replaced by the words "for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders)"

9. REGISTRATION OF TRANSFERS

- 9 1 The Directors shall be required (subject only to Article 9 2 and Article 9.3) to register promptly any transfer of shares made in accordance with the provisions of these Articles provided in all cases a deed of adherence in the form approved by (or on behalf of) the Investors duly executed by all relevant parties is laid before the meeting at which the transfer is to be approved, but shall not register any transfer of shares otherwise. Model Article 26(5) shall not apply to the Company.
- 9.2 In addition to the circumstance set out in Model Article 21, the Directors may refuse to register a transfer of a share to a bankrupt, a minor or a person of unsound mind. Notwithstanding anything contained in these Articles, however, the Directors shall not decline to register any transfer of shares where such transfer is executed by or in favour of

any bank or institution to whom such shares have been charged or mortgaged (or by or in favour of any nominee of such bank or institution) nor may the Directors suspend registration of any member which is a bank or institution (or nominee thereof) to whom such shares have been charged or mortgaged. A certificate by any official of such bank or institution that the relevant shares are charged or mortgaged shall be conclusive evidence of that fact.

9.3 Notwithstanding anything contained in the Articles (including, for the avoidance of doubt, Article 9.1 and provisions incorporated from the Model Articles or Model PLC Articles):

9.3.1 the Directors may not decline to register any transfer of shares in the Company nor suspend registration of any such shares, and

9.3.2 a holder of shares in the Company is not required to comply with any provision of the Articles (including, for the avoidance of doubt, Article 9.1 and provisions incorporated from the Model Articles or Model PLC Articles) which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be

9.3.3 executed by a bank or institution to which such shares have been mortgaged, charged or pledged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;

9.3.4 executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or

9.3.5 to any such bank or institution (or to its nominee) pursuant to any such security.

10 PERMITTED TRANSFERS

An Ordinary Shareholder may transfer any Ordinary Shares to any other person, save that, so long as any Ordinary Shares or any Deferred Shares are subject to a charge or mortgage in favour of any bank or institution, then any transfer of any Ordinary Shares shall only be permitted with the prior written consent of that bank or institution.

11 TAG ALONG

11.1 No sale or transfer of the legal or beneficial interest in any Ordinary Shares ("the **Relevant Transaction**") (other than one made pursuant to Article 10) may be made or validly registered if as a result of such sale or transfer a Relevant Interest is obtained by a person (or persons acting in concert) where such person(s) did not have a Relevant Interest immediately prior to the Relevant Transaction, unless the Proposing Transferor shall have procured a written offer complying with the provisions of Article 11.3 to have been made by the proposed transferee (or any person or persons acting in concert with it) ("the **Proposing Transferee**") to the holders of all the other issued Ordinary Shares to acquire their entire holding of Ordinary Shares

11.2 For the purpose of this Article 11:

11.2.1 the expression "a **Relevant Interest**" shall mean an interest in 50% or more of the Ordinary Shares in issue for the time being,

11.2.2 the expressions "**transfer**" and "**transferee**" shall include respectively the renunciation of a renounceable letter of issue and the renounee under any such letter of issue, and

11.2.3 the expression "**acting in concert**" shall bear the meaning ascribed to it in the City Code on Take-overs and Mergers (as amended from time to time)

11.3 The offer referred to in Article 11.1 above shall be on terms that:

- 11.3.1 it will be open for acceptance in England and Wales for a period of at least 28 days following the making of the offer,
- 11.3.2 each Member to whom it is made shall be entitled to receive for each of the Ordinary Shares held by him a sum per share equal to the Specified Price,
- 11.3.3 the purchase of any shares in respect of which such offer is accepted shall be completed at the same time as the Relevant Transaction;
- 11.3.4 and otherwise on the same terms for all members (and for this purpose any offer which provides for any warranties or indemnities (other than warranties as to title and capacity) or restrictive covenants from some, but not all, Members shall be deemed to comply with this Article 11.3).
- 11.4 the expression "the **Specified Price**" shall mean:
- 11.4.1 a price per share which shall be determined by valuing the entire issued share capital of the Company ("the **Company Value**") by reference to the aggregate of:
- 11.4.1.1 the amount offered or paid or payable by the proposed transferee or transferees or his or their nominees respectively for each of the Ordinary Shares comprised in the Relevant Interest to the holder or holders thereof; and
- 11.4.1.2 an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holder or holders of the Ordinary Shares comprised in the Relevant Interest which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Interest (and, for the avoidance of doubt and without prejudice to the generality of the foregoing, any additional consideration which is linked to future profits, turnover or some other measure of the future performance of the Company shall be regarded as consideration which is an addition to the price paid or payable for the Relevant Interest), and
- 11.4.2 the Specified Price which each Member shall be entitled to receive in respect of each share held by him shall then be determined by applying the provisions of Articles 4.2.2 to 4.2.7 as if the Company Value were the proceeds of a Sale.
- 11.5 Any disagreement as to the calculation of the Specified Price which each Member is entitled to receive in respect of each share held by him for the purposes of this Article shall be referred to the Auditors (acting as experts and not arbitrators) whose decision shall be final and binding (in the absence of manifest error) and the costs of the Auditors shall be borne by the Company. The Auditors shall be appointed by the Company on such terms and conditions as the Company (acting reasonably) may agree with the Auditors.
- 11.6 Notwithstanding anything contained in this Article 11, for so long as any of the Ordinary Shares or any Deferred Shares are subject to a charge or mortgage in favour of any bank or institution, the provisions of this Article 11, and the rights granted pursuant to this Article 11, shall be deemed to have no effect and neither the Company nor the Directors shall permit any sale or transfer, nor shall they register any sale or transfer, of any Ordinary Shares or of any of the Deferred Shares in question pursuant to this Article 11 except with the prior written consent of that bank or institution
- 12 DRAG ALONG**
- 12.1 If:
- 12.1.1 provided that the Investors have achieved the Investors Specified Total Return (assuming that all amounts distributed by the Company to the Holding Company had been distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being) within the period referred to in Article 4.2.3.1 or would achieve the Investors Specified Total Return following the sale of all of the Ordinary Shares in accordance with the provisions of this Article 12.1 (assuming that all of the

resulting net proceeds were to be distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being) within the period specified in Article 4.2 3.1, at any time between the First Date and the Second Date, one or more Members holding between them not less than 75% of the Deferred Shares; or

- 12 1 2 provided that the Investors have not achieved the Investors Specified Total Return (and would not have done so if all amounts distributed by the Company to the Holding Company had been distributed to the holders of shares in the capital of the Holding Company in accordance with its articles of association for the time being), within the period referred to in Article 4.2 3 1 or the Investors would not achieve the Investors Specified Total Return following the sale of all of the Ordinary Shares in accordance with the provisions of Article 12.1 and on the assumption referred to in Article 12.1 1) at any time after the Second Date, one or more Members holding between them not less than 70% of the Ordinary Shares for the time being in issue

propose to sell the legal or beneficial interest in their entire holdings of shares in the capital of the Company to any person or one or more such persons acting in concert ("the **Offeror**") then the Members in question ("the **Vendors**") shall have the right to require the holders of all other issued shares in the capital of the Company ("the **Called Shareholders**") to sell and transfer their entire holdings of shares in the capital of the Company to the Offeror (or as the Offeror shall direct) in accordance with this Article 12 ("the **Drag Along Right**") at a price per share ("the **Drag Along Price**") to be determined on the basis set out in Article 11 4 (save that the total aggregate consideration which each Member shall be entitled to receive from such sale shall be determined by applying the provisions of Articles 4 2.2 to 4 2.7) and otherwise on the terms specified in Articles 11 3 3 and 11.3 4 (as if the Vendors' proposed sale was a Relevant Transaction), provided that the Drag Along Right contained in Article 12.1.1 may only be exercised if the proposed sale to the Offeror is a bona fide sale on arm's length terms and provided that an Ordinary Shareholder may only be required to sell and transfer its Ordinary Shares pursuant to an exercise of the Drag Along Right if all loans advanced by it to the Company (and any loans advanced to the Company by any other person, firm or company, in respect of which the right to receive repayment has been assigned, novated or otherwise transferred to such Ordinary Shareholder) are, upon completion of the sale and transfer, repaid in full, together with any accrued or unpaid interest thereon or acquired by the Offeror for a consideration equal to the full principal amount then outstanding, together with any accrued or unpaid interest thereon.

- 12.2 The Drag Along Right may be exercised by the Vendors serving written notice to that effect ("a **Drag Along Notice**") on the Called Shareholders at any time before the transfer of the Vendors' Ordinary Shares to the Offeror.
- 12.3 A Drag Along Notice shall specify that the Called Shareholders are, or will in accordance with this Article 12 be, required to sell and transfer their shares to the Offeror on or about the date specified in the Drag Along Notice (which shall be not less than seven days after the date of the Drag Along Notice or (if no such date is specified in the Drag Along Notice) on or about such date as the Vendors may subsequently specify by notice in writing to the Called Shareholders (which shall be not less than seven days after the date of the Drag Along Notice)).
- 12 4 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer their entire holdings of Ordinary Shares to the Offeror or the Offeror's nominee not later than the date specified as the date for completion of the sale and purchase of shares pursuant to exercise of the Drag Along Right
- 12 5 Subject to Article 12.4, each of the Called Shareholders shall be bound to sell his entire holding of shares and to transfer such shares in accordance with the provisions of the Drag Along Notice and the Directors shall take all such action as may be reasonably necessary on their part in order to enable such sale and transfer to take place including (but without limitation) such steps as may (where appropriate) be necessary in order to obtain the release of any security held by any third party over the undertaking and/or assets of the Company

- 12.6 If any Called Shareholder fails to complete the sale of any of his shares pursuant to the Drag Along Notice or otherwise fails to take any action required of him under the terms of the Drag Along Right, the Directors (or any of them) may authorise any person to undertake on his behalf any action required under the terms of the Drag Along Right. In particular (but without limitation) the Directors may authorise any person to execute on behalf of such Called Shareholder any necessary instruments of transfer and an indemnity in respect of any lost or missing share certificates in such form as the Directors may reasonably specify and shall register the transferee as the holder of the relevant shares. The Company's receipt of the purchase money shall be a good discharge to the transferee and the Company shall thereafter hold the purchase money on trust for the Called Shareholder in question. After the name of the transferee has been entered in the Register of Members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 12.7 If holders of Deferred Shares are the Vendors and they (acting reasonably) give to the Called Shareholders notice in writing stating that, in their opinion, any Called Shareholder has failed to take (or unreasonably delayed in taking) any action required of him under the terms of the Drag Along Right, then the time period within which the sale of the shares in question is required to be completed under this Article 12 shall be extended by such number of days as any Consent Provider (acting reasonably) may agree
- 12.8 Upon any person, following the giving of a Drag Along Notice becoming a member of the Company pursuant to the exercise of a pre-existing option to subscribe for or otherwise acquire Ordinary Shares in the Company ("a **New Member**"), a Drag Along Notice shall be deemed to have been given to the New Member forthwith on the same terms as the previous Drag Along Notice and the New Member shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed to have been given to the New Member.
- 12.9 If the Vendors exercise the Drag Along Right, it shall not be necessary for them first to have complied with the provisions of Article 11.
- 12.10 Notwithstanding anything contained in this Article 12, for so long as any of the Ordinary Shares or any of the Deferred Shares are subject to a charge or mortgage in favour of any bank or institution, the provisions of this Article 12 and any purported exercise of the Drag Along Right shall be ineffective unless and until the prior written consent of that bank or institution is obtained to the sale and purchase of shares pursuant to the Drag Along Right, and neither the Company nor the Directors shall permit any sale or transfer, nor shall they register any sale or transfer, of any Deferred Shares or Ordinary Shares pursuant to this Article 12 except with the prior written consent of that bank or institution.

13 PROCEEDINGS AT GENERAL MEETINGS

- 13.1 The quorum for general meetings shall be one person being either an individual who is an Ordinary Shareholder, a person duly authorised to act as the representation of a corporation which is an Ordinary Shareholder in relation to the meeting, or a person appointed as a proxy of an Ordinary Shareholder in relation to the meeting.
- 13.2 In the case of any equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a second or casting vote.

14. ALTERNATE DIRECTORS

Model PLC Article 25 shall apply to the Company; however, any meeting of the Directors shall not be invalid because notice thereof or of any business to be transacted at that meeting was not given to any alternate director if his appointor attends such meeting. No director other than an Investor Director shall be entitled to appoint an alternate director

15 **APPOINTMENT AND REMOVAL OF DIRECTORS**

15.1 Save for the Lightsource Director and/or the Investor Director no person shall be appointed as a director without the prior written approval of a Consent Provider and Model Article 17(1) shall be modified accordingly.

15.2 Any director, other than the Investor Director, may be removed from office at any time by a resolution passed by Members holding a majority of Ordinary Shares.

16. **DIRECTORS AND THEIR POWERS**

16.1 Unless otherwise determined by ordinary resolution, the maximum number of directors shall not be more than eight.

16.2 Model Article 5(1) shall be amended by the insertion of the words "as they resolve to do, subject to approval by any Consent Provider" in place of the words "as they think fit" and Model Article 5(1)(c) shall be amended by the insertion of the words "(including collaterally with or to the exclusion of their own powers)" at the end of that Model Article.

16.3 No alteration of the Articles invalidates anything which the directors have done which would have been valid had that alteration not been made.

17. **PROCEEDINGS OF DIRECTORS**

17.1 In relation to any proposal to authorise a Conflicting Situation pursuant to Article 17.11 (*Actual or Potential Conflicts*) if, other than the director(s) to which the Conflicting Situation relates, there is only one director in office, the quorum shall be one eligible director

17.2 Directors may waive their entitlement to notice of a director's meeting at any time and in Model Article 9(4)) the words "not more than seven days after the date on which the meeting is held" shall be deleted and replaced with the words "at any time".

17.3 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote. Model Article 13 shall not apply to the company.

17.4 Model Article 8(3) shall not apply to the Company and references in Model Article 8 to "eligible directors" shall be to such term as defined in Article 1.

17.5 The number of Directors shall not be less than two nor more than eight.

17.6 Subject to Article 17.8 the quorum necessary for the transaction of business of the Directors shall be two, one of whom shall be the Investor Director if at the time of the meeting an Investor Director has been appointed and one of whom shall be the Lightsource Director (or his alternate) if at the time of the meeting a Lightsource Director has been appointed.

17.7 At any meeting of the Directors each Director (or his alternate director) present at the meeting shall be entitled to one vote.

17.8 Subject to the provisions of the Act, and to Article 7 and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director notwithstanding his office

17.8.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

17.8.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

- 17.8.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,
- 17.8.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 17.8.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 17.8.1 to 17.8.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted
- 17.9 For the purposes of Article 17 8·
- 17 9 1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,
- 17.9 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 17.9.3 an interest of a person who is Connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.
- 17.10 Model Article 14 shall not apply to the Company. Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the Directors for the purposes of Section 175(4)(b) of the Act, a Director may vote on, and be counted in the quorum in relation to, any resolution relating to a matter in which he has, or can have·
- 17 10.1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company, and
- 17 10 2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company
- 17 11 If a Conflict Situation arises, the Directors may authorise it for the purposes of Section 175(4)(b) of the Act by a resolution of the Directors made in accordance with that section and these Articles. At the time of the authorisation, or at any time afterwards, the Directors may impose any limitations or conditions or grant the authority subject to such terms as (in each case) they consider appropriate and reasonable in all circumstances. Any authorisation may be revoked or varied at any time at the discretion of the Directors.
- 17.12 It is recognised that an Investor Director·
- 17.12.1 may be an employee, consultant, director, member or other officer of an Ordinary Shareholder or of an Investor Affiliate;
- 17 12.2 may be taken to have, through previous or existing dealings, a commercial relationship with an Ordinary Shareholder or with an Investor Affiliate;
- 17.12 3 may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities in which an Ordinary Shareholder or an Investor Affiliate has or may have an interest from time to time, and

- 17.12 4 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such other directorship, membership, office, employment, relationship or his involvement with an Ordinary Shareholder, with an Investor Affiliate or with any entity referred to in Article 17 12.3
- and he shall not be in breach of the duties he owes to the Company as a result of any Conflict Situation which arises from the relationships contemplated by this Article, including (without limitation) in relation to proposals for financing or otherwise promoting the business of (whether in competition with the Company or not) any such other entity
- 17 13 In the circumstances contemplated by Article 17.11 and notwithstanding any other provision of these Articles, each Director affected shall:
- 17.13.1 be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates;
- 17.13.2 not be excluded from those parts of meetings of the Directors or meetings of a committee of the Directors at which matters to which the Conflict Situation relates are discussed;
- 17.13 3 be entitled to vote (and form a part of the quorum) at any such meeting
- 17.14 Any Information which a Director obtains, other than in his capacity as a Director of the Company, which is confidential in relation to an entity referred to in Article 17.12 need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence.
- 17 15 Model Article 9 shall be amended by adding the following sentence as sub paragraph 5:
- "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom" the following sentence: "Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom or an e-mail address or a facsimile number outside the United Kingdom for service".
- 17 1 Any written resolution(s) of the Directors, as referred to in Model Article 8, may be passed by electronic communication provided the following formalities are complied with:
- 17 1 1 each of the Directors must provide the Company with a nominated e-mail address to which any proposed written resolution(s) will be circulated;
- 17 1 1 the secretary, or person nominated by the Company from time to time, must send any proposed written resolution(s), in an identical form and under the cover of the same e-mail, to all the Directors' nominated email addresses;
- 17 1.2 any proposed written resolution(s) will be deemed received by a Director once the Director has acknowledged receipt by sending an email from his nominated email address;
- 17 1 3 a Director must send his agreement to any proposed written resolution(s) from his nominated e-mail address;
- 17 1.4 the Directors are unanimous in agreement; and
- 17.1 5 the secretary, or person nominated by the Company from time to time, circulates confirmation that consents to any proposed written resolution(s) have been received from all Directors
- 17.2 Any written resolution(s) of the Directors that is passed in accordance with the provisions of Article 17.16 shall be deemed to be passed on the date and at the time at which the secretary, or person nominated from time to time, receives an electronic communication from the last of the Directors to do so confirming his consent in relation thereto.

18. DIRECTORS' BORROWING POWERS

- 18.1 Subject as hereinafter provided, and as set out in the Shareholders Agreement, the Directors may exercise all the powers of the Company (whether express or implied) of borrowing or securing the payment of money, of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and of mortgaging or charging the undertaking, property, assets and uncalled capital of the Company and (subject to Section 549 of the Act) of issuing debentures
- 18.2 Except with the prior sanction of a Consent Provider, no mortgage or charge shall be created on any part of the undertaking, property, assets or uncalled capital of the Company or any subsidiary of the Company except for the purpose of securing money borrowed from bankers together with interest thereon and costs and expenses relating thereto

19. NOTICES

- 19.1 Without prejudice to the provisions of Model Article 48, the Company may also give notice to a Member by e-mail to an e-mail address or by facsimile to a facsimile number supplied by the Member for such purposes.
- 19.2 Where a notice is sent by facsimile a transmission report showing that the facsimile was transmitted in full to the correct number shall be conclusive evidence that the notice was given and the notice shall be deemed to have been given at the time of transmission.

20. WRITTEN RESOLUTIONS

- 20.1 Written resolutions of the company may be proposed by the directors in accordance with Section 291 of the Act. The Members may require the company to circulate a written resolution in accordance with Section 292 to 295 of the Act
- 20.2 For the purposes of Section 297 of the Act, a written resolution will lapse if it is not passed before the end of such period as the directors may determine (provided such period is detailed on the copy of the resolution circulated pursuant to Section 291 of the Act), but in the absence of such determination the period shall be 28 days beginning with the circulation date of the resolution
- 20.3 In the case of a Member which is a body corporate, the signature of a director or the secretary and, in the case of joint holders of a share, the signature of any one of such joint holders shall be sufficient for the purpose of signifying a Member's agreement to a written resolution.

21. INDEMNITY & INSURANCE

- 21.1 Without prejudice to any indemnity to which a relevant officer is otherwise entitled.
- 21.1.1 each Relevant Officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a Relevant Officer in the actual or purported execution and/or discharge of his or her duties, or in relation to them and in relation to the any Relevant Company's activities as trustee of an occupational pension scheme (as defined in Section 235(6) of the Act); including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to any Relevant Company's affairs; and
- 21.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 22 1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

21.2 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Officer in respect of any Relevant Loss

21.3 Model Article 52 (save for Model Article 52(2)) and Model Article 53 shall not apply to the company

21.4 In this Article 22:

"Relevant Company" the company, any holding company or parent undertaking (as defined in Sections 1159 and 1162 of the Act) from time to time of the company or in which the company or any such holding company or parent undertaking or any of the predecessors of the company or of any such holding company or parent undertaking has or had at any time any interest, whether direct or indirect, or which is or was at any time in any way allied to or associated with the company or any subsidiary or subsidiary undertaking (as defined in Section 1159 and Section 1162 of the Act) of the company or of such other company or undertaking,

"Relevant Loss" any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to any Relevant Company or any pension fund or employees' share scheme of any Relevant Company; and

"Relevant Officer" any director or other officer or former director or other officer of any Relevant Company (including any company which is a trustee of an occupational pension scheme (as defined by Section 235(6) of the Act), but excluding in each case any person engaged by the Relevant Company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).