

**Company Number 08591988**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

# **ARTICLES OF ASSOCIATION**

**CWBC Finance Two (BP1) Limited**

**Incorporated on 1st July 2013**

(as amended by special resolutions passed by the Company on 15 July 2013, 17 March 2015 and 15 February 2021)

# **THE COMPANIES ACT 2006**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF**

#### **CWBC Finance Two (BP1) Limited**

##### **1. PRELIMINARY**

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 7(2), 9(2), 14, 19(5), 21, 24, 26(5), 28(3), 36(4) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

##### **2. DEFINED TERMS**

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"appointor" has the meaning given in Article 7.1;

"call" has the meaning given in Article 10.1;

"call notice" has the meaning given in Article 10.1;

"call payment date" has the meaning given in Article 10.4;

"Class A redeemable preference shares" means Class A redeemable preference shares of £0.0000001 each;

"Class B redeemable preference shares" means Class B redeemable preference shares of £0.0000001 each;

"Class C redeemable preference shares" means Class C redeemable preference shares of £0.0000001 each;

"forfeiture notice" has the meaning given in Article 10.4;

"lien enforcement notice" has the meaning given in Article 9.4;

"relevant rate" has the meaning given in Article 10.4;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 6.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"working day" means a day (other than a Saturday or a Sunday or such other days as the shareholders and the Company may agree in writing) on which banks are open for business in the City of London.

### **3. PROCEEDINGS OF DIRECTORS**

- 3.1 Subject to Article 3.2, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 3.2 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 3.3 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
  - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

### **4. UNANIMOUS DECISIONS**

- 4.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

### **5. TERMINATION OF DIRECTOR'S APPOINTMENT**

- 5.1 In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

### **6. SECRETARY**

- 6.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them.

### **7. ALTERNATE DIRECTORS**

- 7.1 (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:-
- (i) exercise that director's powers; and
  - (ii) carry out that director's responsibilities;
- in relation to the taking of decisions by the directors in the absence of the alternate's appointer.

- (b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointer, or in any other manner approved by the directors. The notice must:-
    - (i) identify the proposed alternate; and
    - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointer.
- 7.2
  - (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointer.
  - (b) Except as these Articles specify otherwise, alternate directors:-
    - (i) are deemed for all purposes to be directors;
    - (ii) are liable for their own acts or omissions;
    - (iii) are subject to the same restrictions as their appointers; and
    - (iv) are not deemed to be agents of or for their appointors.
  - (c) A person who is an alternate director but not a director:-
    - (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
    - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor's has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one director for such purposes.
  - (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointer may direct by notice in writing made to the Company.
  - (e) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".
- 7.3 An alternate director's appointment as an alternate terminates:-
  - (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - (b) 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 appointer's office as director;
  - (c) on the death of his appointer; or
  - (d) when his appointor's appointment as a director terminates.
- 8. **ISSUE OF SHARES**
  - 8.1 Except as otherwise provided by these Articles, shares may be issued as nil, partly or fully paid.
  - 8.2 Model Article 22(2) is amended by the insertion of the words "or in accordance with the terms of any such shares or the provisions of another agreement between the holder of that share

and the company" immediately after the words "holder" and the insertion of the words "or the shareholders" immediately after the words "directors".

8.3 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

#### 8A. **CLASS A REDEEMABLE PREFERENCE SHARES**

8A 1 The rights and restrictions attaching to the Class A redeemable preference shares are as follows:

(a) **Income**

- (i) Holders are entitled to be paid out of profits available for distribution:
  - (1) an aggregate quarterly fixed cumulative preferential dividend in respect of all Class A redeemable preference shares in issue at the relevant dividend date of such amount as is agreed in writing between the Company and the holders for the time being and from time to time or as is set out in Article 8A 1(a)(ii)(1) (the "**A preferential dividend**"); and
  - (2) in the case of a redemption of Class A redeemable preference shares pursuant to Article 8A 1(c)(i)(2), a special preferential dividend in respect of each Class A redeemable preference share due for redemption in the amount agreed in writing between the Company and the holders for the time being and from time to time (the "**Special Dividend**").
- (ii) Subject to sufficient profits being available for distribution:
  - (1) the A preferential dividend of £3,710,362.83 is due automatically on 17 March 2015 and payable automatically on 22 April 2015 (and, if such payment date is not a working day, on the next working day); and
  - (2) a Special Dividend is due and payable immediately before the redemption of each Class A redeemable preference share which is due for redemption.
- (iii) On each dividend date, the amount of the A preferential dividend and/or Special Dividend (as the case may be) shall, without any resolution of the directors or of the shareholders' of the Company, become a debt due from and (in the case of the Special Dividend) immediately payable by the Company or (in the case of the A preferential dividend) payable by the Company on 22 April 2015.
- (iv) The A preferential dividend is payable pari passu with a dividend payment to the holders of any other class of redeemable preference shares and in priority to a payment of a dividend to the holders of any other class of share.
- (v) The Special Dividend is payable pari passu with a Special Dividend payment to the holders of any other class of redeemable preference shares and in priority to a payment of a dividend to the holders of any other class of share.
- (vi) The Class A redeemable preference shares do not confer a further right to participate in the Company's profits.

(b) **Capital**

- (i) On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of shares) the Company's assets available for distribution among the members shall be applied, subject to any rights which

may be permitted by these Articles to be attached to any other class of preference shares, in repaying to the holder of each Class A redeemable preference share the following amounts, pari passu with a repayment to the holders of any other class of redeemable preference shares and in priority to a repayment to the holders of any other class of share:

- (1) the amount of any accruals of the A preferential dividend relating to the Class A redeemable preference share, to be calculated down to and including the date of commencement of the winding up (in the case of a winding up) or of the return of capital (in any other case), to be payable whether or not the A preferential dividend has been declared; and
  - (2) the amount of £0.01 in respect of each Class A redeemable preference share.
- (ii) The Class A redeemable preference shares do not confer a further right to participate in the Company's assets available for distribution among the members.

**(c) Redemption**

- (i) The Company (subject to the Companies Act 2006):
- (1) may redeem such number of Class A redeemable preference shares as it elects on every 22nd January, 22nd April, 22nd July and 22nd October in each year, with the first quarterly redemption occurring on the 22nd October 2013 (and, if any such quarterly redemption date is not a working day, on the next working day); and
  - (2) notwithstanding Article 8A 1(c)(i)(1), the Company must redeem such numbers of Class A redeemable preference shares on such dates as the holder may require from time to time.
- (ii) The redemption money payable on each Class A redeemable preference share is £0.01 (being the amount subscribed for each Class A redeemable preference share).
- (iii) Redemption shall be effected:
- (1) in the case of Class A redeemable preference shares due for redemption on a quarterly redemption date under Article 8A 1(c)(i)(1), immediately after payment to the holder of the A preferential dividend due and payable on the redemption date and any accumulated but unpaid A preferential dividend on the Class A redeemable preference shares due for redemption; and
  - (2) in the case of a redemption required by the holder under Article 8A 1(c)(i)(2), immediately after payment to the holder, of any:
    - (i) A preferential dividend; and
    - (ii) Special Dividend,in each case, due and payable on the redemption date and any accumulated but unpaid A preferential dividend on the Class A redeemable preference shares due for redemption.
- (iv) On the redemption date each holder whose Class A redeemable preference shares are to be redeemed shall deliver to the Company's registered office the certificate (or certificates) for those shares or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the directors. If a certificate

includes Class A redeemable preference shares not redeemable on that occasion, a new certificate for the balance of the Class A redeemable preference shares shall be issued to the holder without charge.

- (v) If a holder whose Class A redeemable preference shares are to be redeemed under this paragraph (c) fails to deliver the certificate (or certificates) for those shares, or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the directors, to the Company, the Company may retain the redemption money until the certificate (or certificates) for those shares, or an indemnity in respect of the certificate (or certificates) has been provided. No person has a claim against the Company for interest on retained redemption money.
- (vi) After the redemption date, the preferential dividend ceases to accrue in respect of Class A redeemable preference shares due for redemption.
- (vii) The directors may issue shares in anticipation of redemption to the extent permitted by the Companies Act 2006 and the Articles.

**(d) Issue of further preference shares**

- (i) The Company may from time to time create and issue further preference shares ranking as regards participation in the profits and assets of the Company *pari passu* with the Class A redeemable preference shares. These shares may carry as regards participation in the profits and assets of the Company either:
  - (1) rights and restrictions identical in all respects to those attached to the Class A redeemable preference shares; or
  - (2) rights and restrictions differing from those attached to the Class A redeemable preference shares in the following respects:
    - (i) the amount of dividend payable on the shares;
    - (ii) the date from which the shares rank for dividend or the date for payment of dividend (or both);
    - (iii) the amount of a premium (if any) on a return of capital, whether on the winding up of the Company or otherwise; and
    - (iv) terms of redemption.
- (ii) No further preference shares ranking as regards participation in the Company's profits or assets in priority to the Class A redeemable preference shares may be created or issued without the consent of the holders of the Class A redeemable preference shares given in the manner prescribed in the Articles.

**(e) Attendance at general meetings and voting**

- (i) Class A redeemable preference shares confer the right to receive notice of but not to attend or vote at a shareholder meeting unless:
  - (1) at the date of the notice convening the meeting at least three months have elapsed after a quarterly dividend date and the dividend payable on that quarterly dividend date has not been paid and for this purpose a dividend is deemed payable on the relevant quarterly dividend date whether or not declared; or
  - (2) the business of the meeting includes consideration of a resolution to wind up the Company or directly or adversely varying any of the special rights attached to the Class A redeemable preference shares,

in which case, if a holder is entitled to attend and vote as a result of (1), he may vote in respect of any resolution considered at the meeting and, if a holder is entitled to attend and vote as a result of (2), he may vote only in respect of a resolution referred to in (2) only.

- (ii) On a show of hands, each holder present in person or by proxy or (being a corporation) by a representative and entitled to vote at the meeting has one vote. On a poll each holder present in person or by proxy or (being a corporation) by a representative and entitled to vote at the meeting, is entitled to one vote for each redeemable preference share he holds.

(f) **Fully-paid shares**

Class A redeemable preference shares may only be issued fully paid or credited as fully paid.

**8B. CLASS B REDEEMABLE PREFERENCE SHARES**

8B 1 The rights and restrictions attaching to the Class B redeemable preference shares are as follows:

(a) **Income**

- (i) Holders are entitled to be paid out of profits available for distribution:
  - (1) a quarterly variable cumulative preferential dividend calculated at such rate and in accordance with such terms as are agreed in writing between the Company and the holders for the time being and from time to time (the "**B preferential dividend**"); and
  - (2) in the case of a redemption of Class B redeemable preference shares pursuant to Article 8B 1(c)(i)(2), a special preferential dividend on each Class B redeemable preference share due for redemption in the amount agreed in writing between the Company and the holders for the time being and from time to time (the "**Special Dividend**").
- (ii) Subject to sufficient profits being available for distribution:
  - (1) the B preferential dividend is due and payable automatically on 22nd January, 22nd April, 22nd July and 22nd October in each year, with the first quarterly payment date being the 22 October 2013 (and, if any such quarterly payment date is not a working day, on the next working day) and for the avoidance of doubt, where the B preferential dividend is due and payable in respect of Class B redeemable preference shares which are due to be redeemed on a particular dividend payment date, such dividend shall be paid immediately prior to redemption; and
  - (2) a Special Dividend is due and payable immediately before the redemption of each Class B redeemable preference share which is due for redemption.
- (iii) On each dividend date, the amount of the B preferential dividend and/or Special Dividend (as the case may be) shall, without any resolution of the directors or of the shareholders' of the Company, become a debt due from and immediately payable by the Company.
- (iv) The B preferential dividend is payable pari passu with a dividend payment to the holders of any other class of redeemable preference shares and in priority to a payment of a dividend to the holders of any other class of share.



- (v) The Special Dividend is payable pari passu with a Special Dividend payment to the holders of any other class of redeemable preference shares and in priority to a payment of a dividend to the holders of any other class of share.
- (vi) The Class B redeemable preference shares do not confer a further right to participate in the Company's profits.

(b) **Capital**

- (i) On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of shares) the Company's assets available for distribution among the members shall be applied, subject to any rights which may be permitted by these Articles to be attached to any other class of preference shares, in repaying to the holder of each Class B redeemable preference share the following amounts, pari passu with a repayment to the holders of any other class of redeemable preference shares and in priority to a repayment to the holders of any other class of share:
  - (1) the amount of any accruals of the B preferential dividend relating to the Class B redeemable preference share, to be calculated down to and including the date of commencement of the winding up (in the case of a winding up) or of the return of capital (in any other case), to be payable whether or not the B preferential dividend has been declared; and
  - (2) the amount of £0.01 in respect of each Class B redeemable preference share.
- (ii) The Class B redeemable preference shares do not confer a further right to participate in the Company's assets available for distribution among the members.

(c) **Redemption**

- (i) The Company (subject to the Companies Act 2006):
  - (1) may redeem such number of Class B redeemable preference shares as it elects on every 22nd January, 22nd April, 22nd July and 22nd October in each year, with the first quarterly redemption occurring on the 22nd October 2013 (and, if any such quarterly redemption date is not a working day, on the next working day); and
  - (2) notwithstanding Article 8B 1(c)(i)(1), the Company must redeem such numbers of Class B redeemable preference shares on such dates as the holder may require from time to time.
- (ii) The redemption money payable on each Class B redeemable preference share is £0.0000001 (such amount, together with any other redemptions to be made on the redemption date, to be rounded to the nearest pound).
- (iii) Redemption shall be effected:
  - (1) in the case of Class B redeemable preference shares due for redemption on a quarterly redemption date under Article 8A 1(c)(i)(1), immediately after payment to the holder of the B preferential dividend due and payable on the redemption date and any accumulated but unpaid B preferential dividend on the Class B redeemable preference shares due for redemption; and

(2) in the case of a redemption required by the holder under Article 8A 1(c)(i)(2), immediately after payment to the holder, of any:

(i) B preferential dividend; and

(ii) Special Dividend,

in each case, due and payable on the redemption date and any accumulated but unpaid B preferential dividend on the Class B redeemable preference shares due for redemption.

(iv) On the redemption date each holder whose Class B redeemable preference shares are to be redeemed shall deliver to the Company's registered office the certificate (or certificates) for those shares or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the directors. If a certificate includes Class B redeemable preference shares not redeemable on that occasion, a new certificate for the balance of the Class B redeemable preference shares shall be issued to the holder without charge.

(v) If a holder whose Class B redeemable preference shares are to be redeemed under this paragraph (c) fails to deliver the certificate (or certificates) for those shares, or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the directors, to the Company, the Company may retain the redemption money until the certificate (or certificates) for those shares, or an indemnity in respect of the certificate (or certificates) has been provided. No person has a claim against the Company for interest on retained redemption money.

(vi) After the redemption date, the preferential dividend ceases to accrue in respect of Class B redeemable preference shares due for redemption.

(vii) The directors may issue shares in anticipation of redemption to the extent permitted by the Companies Act 2006 and the Articles.

**(d) Issue of further preference shares**

(i) The Company may from time to time create and issue further preference shares or convert other shares into further preference shares ranking as regards participation in the profits and assets of the Company *pari passu* with the Class B redeemable preference shares. These shares may carry as regards participation in the profits and assets of the Company either:

(1) rights and restrictions identical in all respects to those attached to the Class B redeemable preference shares; or

(2) rights and restrictions differing from those attached to the Class B redeemable preference shares in the following respects:

(i) the amount of dividend payable on the shares;

(ii) the date from which the shares rank for dividend or the date for payment of dividend (or both);

(iii) the amount of a premium (if any) on a return of capital, whether on the winding up of the Company or otherwise; and

(iv) terms of redemption.

(ii) No further preference shares ranking as regards participation in the Company's profits or assets in priority to the Class B redeemable preference shares may be created or issued without the consent of the holders of the Class B redeemable preference shares given in the manner prescribed in the Articles.

(e) **Attendance at general meetings and voting**

- (i) Class B redeemable preference shares confer the right to receive notice of but not to attend or vote at a shareholder meeting unless:
  - (1) at the date of the notice convening the meeting at least three months have elapsed after a quarterly dividend date and the dividend payable on that quarterly dividend date has not been paid and for this purpose a dividend is deemed payable on the relevant quarterly dividend date whether or not declared; or
  - (2) the business of the meeting includes consideration of a resolution to wind up the Company or directly or adversely varying any of the special rights attached to the Class B redeemable preference shares,in which case, if a holder is entitled to attend and vote as a result of (1), he may vote in respect of any resolution considered at the meeting and, if a holder is entitled to attend and vote as a result of (2), he may vote only in respect of a resolution referred to in (2) only.
- (ii) On a show of hands, each holder present in person or by proxy or (being a corporation) by a representative and entitled to vote at the meeting has one vote. On a poll each holder present in person or by proxy or (being a corporation) by a representative and entitled to vote at the meeting, is entitled to one vote for each redeemable preference share he holds.

(f) **Fully-paid shares**

Class B redeemable preference shares may only be issued fully paid or credited as fully paid.

8C. **CLASS C REDEEMABLE PREFERENCE SHARES**

8C 1 The rights and restrictions attaching to the Class C redeemable preference shares are as follows:

(a) **Income**

- (i) Holders are entitled to be paid out of profits available for distribution:
  - (1) a quarterly variable cumulative preferential dividend calculated at such rate and in accordance with such terms as are agreed in writing between the Company and the holders for the time being and from time to time (the "**C preferential dividend**"); and
  - (2) in the case of a redemption of Class C redeemable preference shares pursuant to Article 8C 1(c)(i)(2), a special preferential dividend on each Class C redeemable preference share due for redemption in the amount agreed in writing between the Company and the holders for the time being and from time to time (the "**Special Dividend**").
- (ii) Subject to sufficient profits being available for distribution:
  - (1) the C preferential dividend is due and payable automatically on 22nd January, 22nd April, 22nd July and 22nd October in each year, with the first quarterly payment date being the 22 April 2015 (and, if any such quarterly payment date is not a working day, on the next working day) and for the avoidance of doubt, where the C preferential dividend is due and payable in respect of Class C redeemable preference shares which are due to be redeemed on a particular dividend payment date, such dividend shall be paid immediately prior to redemption; and

- (2) a Special Dividend is due and payable immediately before the redemption of each Class C redeemable preference share which is due for redemption.
- (iii) On each dividend date, the amount of the C preferential dividend and/or Special Dividend (as the case may be) shall, without any resolution of the directors or of the shareholders' of the Company, become a debt due from and immediately payable by the Company.
- (iv) The C preferential dividend is payable *pari passu* with a dividend payment to the holders of any other class of redeemable preference shares and in priority to a payment of a dividend to the holders of any other class of share.
- (v) The Special Dividend is payable *pari passu* with a Special Dividend payment to the holders of any other class of redeemable preference shares and in priority to a payment of a dividend to the holders of any other class of share.
- (vi) The Class C redeemable preference shares do not confer a further right to participate in the Company's profits.

**(b) Capital**

- (i) On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of shares) the Company's assets available for distribution among the members shall be applied, subject to any rights which may be permitted by these Articles to be attached to any other class of preference shares, in repaying to the holder of each Class C redeemable preference share the following amounts, *pari passu* with a repayment to the holders of any other class of redeemable preference shares and in priority to a repayment to the holders of any other class of share:
  - (1) the amount of any accruals of the C preferential dividend relating to the Class C redeemable preference share, to be calculated down to and including the date of commencement of the winding up (in the case of a winding up) or of the return of capital (In any other case), to be payable whether or not the C preferential dividend has been declared; and
  - (2) the amount of £0.01 in respect of each Class C redeemable preference share.
- (ii) The Class C redeemable preference shares do not confer a further right to participate in the Company's assets available for distribution among the members.

**(c) Redemption**

- (i) The Company (subject to the Companies Act 2006):
  - (1) may redeem such number of Class C redeemable preference shares as it elects on every 22nd January, 22nd April, 22nd July and 22nd October in each year, with the first quarterly redemption occurring on the 22nd April 2015 (and, if any such quarterly redemption date is not a working day, on the next working day); and
  - (2) notwithstanding Article 8C 1(c)(i)(1), the Company must redeem such numbers of Class C redeemable preference shares on such dates as the holder may require from time to time.
- (ii) The redemption money payable on each Class C redeemable preference share is £0.0000001 (such amount, together with any other redemptions to be made on the redemption date, to be rounded to the nearest pound).

- (iii) Redemption shall be effected:
- (1) in the case of Class C redeemable preference shares due for redemption on a quarterly redemption date under Article 8C 1(c)(i)(1), immediately after payment to the holder of the C preferential dividend due and payable on the redemption date and any accumulated but unpaid B preferential dividend on the Class C redeemable preference shares due for redemption; and
  - (2) in the case of a redemption required by the holder under Article 8C 1(c)(i)(2), Immediately after payment to the holder, of any:
    - (i) C preferential dividend; and
    - (ii) Special Dividend,in each case, due and payable on the redemption date and any accumulated but unpaid C preferential dividend on the Class C redeemable preference shares due for redemption.
- (iv) On the redemption date each holder whose Class C redeemable preference shares are to be redeemed shall deliver to the Company's registered office the certificate (or certificates) for those shares or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the directors. If a certificate includes Class C redeemable preference shares not redeemable on that occasion, a new certificate for the balance of the Class C redeemable preference shares shall be issued to the holder without charge.
- (v) If a holder whose Class C redeemable preference shares are to be redeemed under this paragraph (c) fails to deliver the certificate (or certificates) for those shares, or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the directors, to the Company, the Company may retain the redemption money until the certificate (or certificates) for those shares, or an indemnity in respect of the certificate (or certificates) has been provided. No person has a claim against the Company for interest on retained redemption money.
- (vi) After the redemption date, the preferential dividend ceases to accrue in respect of Class C redeemable preference shares due for redemption.
- (vii) The directors may issue shares in anticipation of redemption to the extent permitted by the Companies Act 2006 and the Articles.

**(d) Issue of further preference shares**

- (i) The Company may from time to time create and issue further preference shares or convert other shares into further preference shares ranking as regards participation in the profits and assets of the Company *pari passu* with the Class C redeemable preference shares. These shares may carry as regards participation in the profits and assets of the Company either:
- (1) rights and restrictions identical in all respects to those attached to the Class C redeemable preference shares; or
  - (2) rights and restrictions differing from those attached to the Class C redeemable preference shares in the following respects:
    - (i) the amount of dividend payable on the shares;
    - (ii) the date from which the shares rank for dividend or the date for payment of dividend (or both);

- (iii) the amount of a premium (if any) on a return of capital, whether on the winding up of the Company or otherwise; and
    - (iv) terms of redemption.
  - (ii) No further preference shares ranking as regards participation in the Company's profits or assets in priority to the Class C redeemable preference shares may be created or issued without the consent of the holders of the Class C redeemable preference shares given in the manner prescribed in the Articles.
- (e) **Attendance at general meetings and voting**
  - (i) Class C redeemable preference shares confer the right to receive notice of but not to attend or vote at a shareholder meeting unless:
    - (1) at the date of the notice convening the meeting at least three months have elapsed after a quarterly dividend date and the dividend payable on that quarterly dividend date has not been paid and for this purpose a dividend is deemed payable on the relevant quarterly dividend date whether or not declared; or
    - (2) the business of the meeting includes consideration of a resolution to wind up the Company or directly or adversely varying any of the special rights attached to the Class C redeemable preference shares,

in which case, if a holder is entitled to attend and vote as a result of (1), he may vote in respect of any resolution considered at the meeting and, if a holder is entitled to attend and vote as a result of (2), he may vote only in respect of a resolution referred to in (2) only.
  - (ii) On a show of hands, each holder present in person or by proxy or (being a corporation) by a representative and entitled to vote at the meeting has one vote. On a poll each holder present in person or by proxy or (being a corporation) by a representative and entitled to vote at the meeting, is entitled to one vote for each redeemable preference share he holds.
- (f) **Fully-paid shares**

Class C redeemable preference shares may only be issued fully paid or credited as fully paid.

9. **INTENTIONALLY LEFT BLANK**

10. **CALLS ON SHARES AND FORFEITURE**

- 10.1 (a) Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "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.
- (b) A call notice:-
- (i) 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);
  - (ii) must state when and how any call to which it relates is to be paid; and
  - (iii) may permit or require the call to be paid by instalments.
- (c) 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 call notice was sent.

- (d) Before the Company has received any call due under a call notice the directors may:-
  - (i) revoke it wholly or in part; or
  - (ii) specify a later time for payment than is specified in the call notice,
 by a further notice in writing to the member in respect of whose shares the call was made.
  
- 10.2 (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid.
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares.
  
- 10.3 (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):-
  - (i) on allotment;
  - (ii) on the occurrence of a particular event; or
  - (iii) on a date fixed by or in accordance with the terms of issue.
- (b) But 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.
  
- 10.4 (a) If a person is liable to pay a call and fails to do so by the call payment date:-
  - (i) the directors may send a notice of forfeiture (a "forfeiture notice") to that person; and
  - (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- (b) the purposes of this Article:-
  - (i) the "call payment date" is the date on which 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
  - (ii) the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum.
- (c) The relevant rate must not exceed by more than five 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.
- (d) The directors may waive any obligation to pay interest on a call wholly or in part.
  
- 10.5 A forfeiture notice:-
  - (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

- (b) 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;
  - (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice;
  - (d) must state how the payment is to be made; and
  - (e) must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 10.6 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, 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.
- 10.7 (a) Subject to the following provisions of this Article 10.7, the forfeiture of a share extinguishes:-
- (i) all interests in that share, and all claims and demands against the Company in respect of it; and
  - (ii) all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company.
- (b) Any share which is forfeited:-
- (i) is deemed to have been forfeited when the directors decide that it is forfeited;
  - (ii) is deemed to be the property of the Company; and
  - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit.
- (c) If a person's shares have been forfeited:-
- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
  - (ii) that person ceases to be a member in respect of those shares;
  - (iii) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
  - (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - (v) 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.
- (d) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit.
- 10.8 (a) 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.
- (b) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date:-
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and



- (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.
  - (c) 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.
  - (d) 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:-
    - (i) was, or would have become, payable; and
    - (ii) 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.
- 10.9 (a) A member may surrender any share:-
- (i) in respect of which the directors may issue a forfeiture notice;
  - (ii) which the directors may forfeit; or
  - (iii) which has been forfeited.
- (b) The directors may accept the surrender of any such share.
- (c) The effect of surrender on a share is the same as the effect of forfeiture on that share.
- (d) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

## 11. **SHARE CERTIFICATES**

- 11.1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds.
- (b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge.
- (c) No certificate may be issued in respect of shares of more than one class.
- (d) A member may request the Company, in writing, to replace:-
- (i) the member's separate certificates with a consolidated certificate; or
  - (ii) the member's consolidated certificate with two or more separate certificates.
- (e) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so.
- 11.2 (a) Every certificate must specify:-
- (i) in respect of how many shares, of what class, it is issued;
  - (ii) the nominal value of those shares;
  - (iii) whether the shares are nil, partly or fully paid; and
  - (iv) any distinguishing numbers assigned to them.

- (b) Certificates must:-
  - (i) have affixed to them the Company's common seal; or
  - (ii) be otherwise executed in accordance with the Companies Acts.

## 12. **CONSOLIDATION OF SHARES**

- 12.1 (a) This Article applies in circumstances where:-
  - (i) there has been a consolidation of shares; and
  - (ii) as a result, members are entitled to fractions of shares.
- (b) The directors may:-
  - (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
  - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member'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.
- (d) A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

## 13. **DIVIDENDS**

- 13.1 (a) Except as otherwise provided by these Articles or the rights attached to the shares, all dividends must be:-
    - (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
    - (ii) 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.
  - (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
  - (c) For the purpose 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.
- 13.2 Model Article 30(1) is amended by the deletion of the word "The" and its replacement with the inclusion of the words "Except as otherwise provided by the rights attached to the shares or the provisions of another agreement between the holder of that share and the company, the" and Model Article 30(2) is amended by the deletion of the word "A" and its replacement with inclusion of the words "Except as otherwise provided by the rights attached to the shares or the provisions of another agreement between the holder of that share and the company, a".

#### **14. CAPITALISATION OF PROFITS**

- 14.1 A capitalised sum which was appropriated from profits available for distribution may be applied:-
- (a) in or towards paying up any amounts unpaid on any existing nil or partly paid shares held by the persons entitled; or
  - (b) 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.
- 14.2 Model Article 36(5)(a) is modified by the deletion of the words "paragraphs (3) and (4)" and their replacement with "Model Article 36(3) and Article 14.1".

#### **15. WRITTEN RESOLUTIONS OF MEMBERS**

- 15.1 (a) Subject to Article 15.1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and
  - (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.
- 15.2 (a) Subject to Article 15.2(b), on a written resolution, a member has one vote in respect of each share held by him.
- (b) No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid.

#### **16. NOTICE OF GENERAL MEETINGS**

- 16.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
  - (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

#### **17. QUORUM AT GENERAL MEETINGS**

- 17.1 (a) If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- (b) If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.

- (c) Model Article 41(1) is modified by the addition of a second sentence as follows:-

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved".

## **18. VOTING AT GENERAL MEETINGS**

- 18.1 (a) Except as otherwise provided by these Articles and subject to Article 18.2 below, on a vote on a resolution at a general meeting on a show of hands:-

- (i) each member who, being an individual, is present in person has one vote;
- (ii) a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
- (iii) a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote.

- (b) Subject to Article 18.2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.

- 18.2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.

- 18.3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with ";or" and the insertion of a new Model Article 44(2)(e) in the following terms:-

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

- 18.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

## **19. DELIVERY OF PROXY NOTICES**

- 19.1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote, and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

## **20. COMMUNICATIONS**

- 20.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

- 20.2 (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent

to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

- (b) If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.
- 20.3
- (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
  - (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
  - (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
  - (d) For the purposes of this Article 20.3, no account shall be taken of any part of a day that is not a working day.

## 21. **COMPANY SEALS**

- 21.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 21.2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:-
- (a) one authorised person in the presence of a witness who attests the signature; or
  - (b) two authorised persons".

## 22. **TRANSMISSION OF SHARES**

- 22.1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:-
- "Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member".
- 22.2 All the Articles relating to the transfer of shares apply to:-
- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
  - (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

## 23. **WINDING UP**

- 23.1 Except as otherwise provided by these Articles, if the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by

law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be earned out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

**24. SHARE TRANSFERS**

- 24.1 (a) Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor".
- (b) The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.
- 24.2 Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company, nor may they suspend any registration thereof, where such transfer is
- (a) executed by a bank or institution to which such shares have been mortgaged or charged by way of security, or by any nominee of such a bank or institution, pursuant to a power of sale under such security; or
- (b) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
- (c) to any such bank or institution, or to any nominee, of such a bank or institution, pursuant to any such security,

and a certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.