

Company number 10401079

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

BRIDGES FUND MANAGEMENT LIMITED

(as adopted by special resolution passed on 9 October 2019)



MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

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1 Preliminary

1.1 The model articles of association for private companies contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (called "**Model Articles**" in these Articles) shall apply to the Company save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.

1.2 In these Articles references to "**A Shareholder(s)**", "**B Shareholder(s)**", "**C Shareholder(s)**", "**D Shareholder(s)**" and "**Deferred Shareholder(s)**" shall be construed as references to holders for the time being of A ordinary shares of £1 each ("**A Ordinary Share(s)**"), B ordinary shares of £1 each ("**B Ordinary Share(s)**"), C preference shares of £0.01 each ("**C Preference Share(s)**"), D redeemable preference shares of £1 each ("**D Preference Share(s)**") and deferred shares of £0.01 each ("**Deferred Share(s)**") respectively and, unless otherwise specified or the context otherwise requires, references to a "**member**" or "**members**" shall be construed as references to persons (whether an individual or a corporation) who hold any class of shares in the capital of the Company.

1.3 In these Articles, unless otherwise specified or the context otherwise requires, the following terms shall each have the following meanings:

"**Act**" means the Companies Act 2006, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

"**A Shareholder Director**" has the meaning given to it in Article 9.2;

"**Bad Leaver**" means any person who ceases to be an Employee as a result of a breach of the terms of his contract of employment, fraud or misconduct or such other action which would justify the summary dismissal of such a person;

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

"**Business**" means the business of the Group as specified in Article 13 and as conducted in accordance with Article 13.2;

"**Business Change Resolution**" means any resolution proposing any change or amendment to the nature of the business undertaken by the Company (whether or not such resolution is contemplated or stated to be a Business Change Resolution);

"**Capital Return**" has the meaning given to it in Article 3.2.2;

"**company**" includes any body corporate;

"Company" means Bridges Fund Management Limited;

"Connected Person" has the meaning given in Article 3.2.3.1;

"Controlling Interest" means a holding of A Ordinary Shares having the right to exercise more than 50 per cent of the votes which may be cast on a poll at a general meeting of the Company on all, or substantially all, matters (other than a Business Change Resolution);

"C Preference Dividend" has the meaning given to it in Article 3.1.3;

"Director" means a director of the Company from time to time;

"Disposal" has the meaning given to it in Article 3.3.1.2;

"Drag Seller" has the meaning given to it in Article 22.1;

"D Preference Dividend" has the meaning given to it in Article 3.1.1;

"Employee" means an individual who (i) is a Director, (ii) is employed on a full time basis by the Company, or (iii) otherwise provides services to the Company (and **"Employed"** shall be construed accordingly);

"Employee Benefit Trust" means a trust established to hold shares in the Company for the benefit of Employees, and complying with certain conditions prescribed by law;

"Fair Market Value" means:

$$\frac{R + (N-X)}{\text{number of A Shares in issue}}$$

where:

R = the average annual revenue generated by the Company (or any entity which ran the business of the Group prior to such business being run by the Group) calculated over the 24 months prior to the date at which the valuation is to be performed (using the most recent month-end if the date of the valuation is not itself a month-end date);

N = the net assets of the Company as shown in the balance sheet of the Company at the date of the valuation; and

X = that element of the net assets of the Company which represent undistributed retained earnings to 30 September 2016, or any subsequent accounting period, which have been transferred to the Company from any entity which ran the business of the Group prior to such business being run by the Group,

unless the Directors, acting reasonably, consider that this formula would produce an unfair result, in which case they will calculate the Fair Market Value in such a way as they deem appropriate so as to achieve a fair result;

"Financial Year" means a financial year (as defined in the Act) of the Company;

"Good Leaver" means an Employee who ceases to be an Employee in circumstances where he is not a Bad Leaver;

"Group" means the Company and its subsidiary undertakings from time to time, or any of them as the context requires and **"Group Company"** shall be construed accordingly;

"Major Investment" has the meaning given to it in Article 3.3.1.3;

"Management A Shareholder" has the meaning given to it in Article 19.10;

"Mandatory Transfer Notice" has the meaning given to it in Article 19.10;

"Member of the same Group" means, as regards any company, a company which is a wholly-owned subsidiary of that company or of which it is a wholly-owned subsidiary or any other wholly-owned subsidiary of any such company;

"Minority Shareholders" has the meaning given to it in Article 22.1;

"Minority Shares" has the meaning given to it in Article 22.1;

"Prescribed Consideration" means:

- (a) in respect of each Share other than the Deferred Shares, a consideration (whether in cash, securities or otherwise, or in any combination) per share equivalent to that offered by the proposed transferee or transferees for each Specified Share; or
- (b) in respect of each Deferred Share, nil;

"Proposing Transferor" has the meaning given to it in Article 19.3;

"Purchaser" has the meaning given to it in Article 19.7;

"Relevant Shares" has the meaning given to it in Article 5.1;

"Secretary" means the secretary of the Company from time to time;

"Shares" means the A Ordinary Shares, the B Ordinary Shares, the C Preference Shares, the D Preference Shares and the Deferred Shares (as the case may be), and references to a "Share" shall be construed accordingly;

"Shareholder" means any person(s) who holds Shares;

"Specified Shares" has the meaning given to it in Article 22.1;

"Subscription Price" in respect of any Share, the amount paid on that share, including amounts paid by way of premium;

"Third Party Acquisition" has the meaning given to it in Article 3.3.1.1;

"Transfer Notice" has the meaning given to it in Article 19.3;

"Transferee Company" means a company for the time being holding Shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series); and

"Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer Shares to a Member of the same Group.

2 Share Capital

The share capital of the Company at the date of adoption of these Articles is divided into A Ordinary Shares, B Ordinary Shares, C Preference Shares, D Preference Shares and the Deferred Shares. All the Shares in issue at the date of adoption of these Articles are fully paid.

3 Rights attaching to the Shares and redesignation of Shares

3.1 Income

- 3.1.1 Subject to Articles 3.1.3 and 3.1.4 and after payment of any amounts to the holders of C Preference Shares and D Preference Shares, the A Ordinary Shares shall rank *pari passu* for all dividends declared by the Company or any other lawful distributions and any dividends or other lawful distributions shall be declared and paid *pro rata* according to the numbers of A Ordinary Shares on which the dividend is paid or other lawful distribution is made.
- 3.1.2 The B Ordinary Shares and C Preference Shares shall not be entitled to dividends declared by the Company or any other lawful distributions, save as otherwise described in Article 3.1.3, 3.1.4 and 3.2 below, unless the A Shareholders holding at least 50% (by number of shares) of the A Ordinary Shares otherwise agree.
- 3.1.3 The holders of C Preference Shares shall be entitled to receive, in proportion to the numbers of C Preference Shares held by them respectively and in preference to any cash dividend to be paid on the A Ordinary Shares and D Preference Shares, a cash dividend in respect of each Financial Year of any amount determined by the Board (which may be nil) at a rate to be determined by the Board on the Subscription Price (the "C Preference Dividend"). The C Preference Shares shall rank *pari passu* for all C Preference Dividends declared by the Company and any C Preference Dividends shall be declared and paid *pro rata* according to the number of shares on which such dividend is to be paid.
- 3.1.4 Subject to Article 3.1.3, the D Shareholders shall be paid a fixed cash cumulative dividend in respect of each D Preference Share held at the rate per annum of 15 per cent on the Subscription Price in preference to any distributions to be paid to any other Shareholder (the "D Preference Dividend").
- 3.1.5 The D Preference Dividend shall:
- 3.1.5.1 accrue daily and shall be payable at the end of each calendar quarter (or, if any of those dates is not a Business Day, then on the Business Day immediately following that date) in every financial year, the first such dividend on any D Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date; and
- 3.1.5.2 be due and payable on the dates stipulated and, notwithstanding the fact that it is expressed to be "cumulative", the amounts due and payable on those dates shall without any decision of the directors or the Company (and notwithstanding any other provision of these Articles) become a debt due from and immediately payable by the Company to the D Shareholders entitled to such dividend(s) (subject only to there being profits out of which such dividends may lawfully be paid).
- 3.1.6 Any amounts in respect of the D Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid) be increased by an amount equivalent to interest thereon at 15 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date.

3.1.7 The Deferred Shares shall not be entitled to dividends declared by the Company or any other lawful distributions.

3.2 Capital

3.2.1 On a return of capital on liquidation or otherwise (a "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities shall be applied:

3.2.1.1 first, in paying to the D Shareholders in proportion to the aggregate of the Subscription Prices of the D Preference Shares held by them respectively and the accrued but unpaid D Preference Dividend in respect of such shares:

- (i) an amount equal to the aggregate of the Subscription Prices of the D Preference Shares then in issue; and
- (ii) any accrued but unpaid D Preference Dividend;

3.2.1.2 second, in paying to the C Shareholders in proportion to the aggregate of the Subscription Prices of the C Preference Shares held by them respectively and the accrued but unpaid C Preference Dividend in respect of such shares:

- (i) an amount equal to the aggregate of the Subscription Prices of the C Preference Shares then in issue; and
- (ii) any accrued but unpaid C Preference Dividend; and

3.2.1.3 third:

- (i) in paying to the A Shareholders 70 per cent. of the remainder (which shall be apportioned amongst the A Shareholders in proportion to the numbers of A Ordinary Shares held by them respectively immediately prior to the return of capital); and
- (ii) in paying to the B Shareholders 30 per cent. of the remainder (which shall be apportioned amongst the B Shareholders in proportion to the numbers of B Ordinary Shares held by them respectively immediately prior to the return of capital),

provided that, after the distribution of the first £100,000,000 of such balance, the Deferred Shares (if any) shall be entitled to receive an amount equal to the nominal value of such Deferred Shares.

3.2.2 The holders of Deferred Shares shall not, save as mentioned above, be entitled to share or participate further or otherwise in any Capital Return.

3.3 Proceeds of sale

3.3.1 On:

3.3.1.1 an acquisition, or a series of linked acquisitions, by any person (or any group of connected persons as defined in ss.1122-1123 Corporation Tax Act 2010 (a "Connected Person")) (other than the acquisition by an Employee Benefit Trust, in which case the B Shareholders will not be entitled to any proceeds arising out of such acquisition) of a Controlling

Interest (other than one relating to a *bona fide* corporate reorganisation) (a "Third Party Acquisition");

- 3.3.1.2 a disposal of greater than 50% of the assets (including any intellectual property, goodwill or other tangible or intangible assets of whatever nature) of the Company (other than to an Employee Benefit Trust, in which case the B Shareholders will not be entitled to any proceeds arising out of such disposal) (a "Disposal"); or
- 3.3.1.3 any investment (or investments) by any person (and their Connected Persons) where following such investment such person (or persons) will hold greater than 50% (by number of shares) of the A Ordinary Shares (a "Major Investment"),

the proceeds of such Third Party Acquisition, Disposal or Major Investment ("Realisation Proceeds") shall be allocated between Shareholders as if such Third Party Acquisition, Disposal or Major Investment were a Capital Return.

- 3.3.2 In respect of any Third Party Acquisition which is not an acquisition of the entire issued share capital of the Company, the apportionment of the Realisation Proceeds pursuant to Article 3.3.1 shall be subject to such adjustments as the Board determines are reasonably required to ensure that the Realisation Proceeds are apportioned appropriately to reflect that such Third Party Acquisition is not an acquisition of the entire issued share capital of the Company.
- 3.3.3 On any apportionments in accordance with Article 3.3.2 fractions shall be rounded down to the nearest whole number.
- 3.3.4 The determination by the Company's auditors or a firm of chartered accountants of repute appointed by the Company as to the apportionments in accordance with Article 3.3.2 (save in the case of manifest error) shall be conclusive and binding.

3.4 Redemption

- 3.4.1 The Company shall have the right at any time, subject to the provisions of the Act, to redeem the whole or any number of the D Preference Shares from time to time in issue on giving to the D Shareholders whose Shares are to be redeemed not less than one month's notice in writing.
- 3.4.2 The Company shall in any event, subject to the provisions of the Act, redeem 25 per cent of the number of D Preference Shares originally issued to each D Shareholder:
 - 3.4.2.1 on the first anniversary of the issue of such D Preference Shares;
 - 3.4.2.2 on the second anniversary of the issue of such D Preference Shares;
 - 3.4.2.3 on the third anniversary of the issue of such D Preference Shares; and
 - 3.4.2.4 on the fourth anniversary of the issue of such D Preference Shares,

(or, if any of those dates is not a Business Day, then on the Business Day immediately following that date),

provided that:

3.4.2.5 any redemption effected pursuant to Article 3.4.1 shall be treated as a redemption of those D Preference Shares last falling due for redemption under this Article 3.4.2; and

3.4.2.6 if the Company shall be unable, in compliance with the provisions of the Act, to redeem all or any of the D Preference Shares in accordance with this Article 3.3.2 on any date specified then the Company shall on the due date redeem so many of such D Preference Shares as it is able and shall redeem the balance of such D Preference Shares as soon after such date as the Company shall be able to do so in compliance with the provisions of the Act.

3.4.3 There shall be paid on each D Preference Share redeemed:

3.4.3.1 an amount equal to the Subscription Price of such D Preference Share; and

3.4.3.2 any arrears or accruals of the D Preference Dividend in respect of such D Preference Share, calculated down to the date of redemption irrespective of whether such dividend has been earned or declared or not.

3.4.4 If the Company shall, on any date fixed for redemption, fail to redeem any D Preference Shares to be redeemed on that date (irrespective of whether there were available to the Company sufficient profits or other funds out of which redemption could have been made), the D Preference Dividend shall continue to accrue on those D Preference Shares. The D Preference Dividend shall cease to accrue:

3.4.4.1 as from the date of redemption on any D Preference Shares redeemed; or

3.4.4.2 as from the due date for redemption on any D Preference Shares not redeemed due to a failure by the D Shareholder concerned to comply with Article 3.3.5.

3.4.5 Redemption shall take place at the Company's registered office, or such other place in the United Kingdom as the Company may notify in writing to the relevant D Shareholder(s). On the due date, each person holding D Preference Shares which are to be redeemed shall deliver to the Company at such place the certificate(s) for such D Preference Shares in order for them to be cancelled (or an indemnity in lieu of such certificate(s) in a form reasonably satisfactory to the directors). Upon such delivery the Company shall pay to the holder the amount due to him in respect of such redemption. If any certificate delivered to the Company includes any D Preference Shares which are not to be redeemed on that occasion a new certificate for those D Preference Shares shall be issued to the holder of those D Preference Shares.

3.5 Voting Rights

3.5.1 On a vote in respect of any matter other than a Business Change Resolution:

3.5.1.1 on a show of hands, every A Shareholder who (being an individual) is present in person or (not being an individual) is present by an authorised representative shall have one vote and every proxy duly appointed by one or more A Shareholders (or, where more than one proxy has been duly

appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:

- (i) the proxy has been duly appointed by more than one A Shareholder entitled to vote on the resolution; and
- (ii) the proxy has been instructed by one or more of those A Shareholders to vote for the resolution and by one or more other of those A Shareholders to vote against it;

3.5.1.2 on a poll, every A Shareholder who (being an individual) is present in person or (not being an individual) is present by an authorised representative or by one or more duly appointed proxies shall have one vote for every A Ordinary Share of which he is the holder; and

3.5.1.3 on a written resolution every A Shareholder shall have one vote for every A Ordinary Share of which he is the holder.

3.5.2 A Business Change Resolution may only be proposed with the prior written consent of those persons holding a majority of the B Ordinary Shares in issue.

3.5.3 On a vote in respect of a Business Change Resolution:

3.5.3.1 on a show of hands, every A Shareholder and B Shareholder who (being an individual) is present in person or (not being an individual) is present by an authorised representative shall have one vote and every proxy duly appointed by one or more A Shareholder(s) and/or B Shareholder(s) (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote, save that a proxy shall have one vote for and one vote against the resolution if:

- (i) the proxy has been duly appointed by more than one A Shareholder and/or B Shareholder entitled to vote on the resolution; and
- (ii) the proxy has been instructed by one or more of those A Shareholder(s) and/or B Shareholder(s) to vote for the resolution and by one or more other of those A Shareholder(s) and/or B Shareholder(s) to vote against it;

3.5.3.2 on a poll, every A Shareholder and B Shareholder who (being an individual) is present in person or (not being an individual) is present by an authorised representative or by one or more duly appointed proxies shall have one vote for every A Ordinary Share and B Ordinary Share of which he is the holder; and

3.5.3.3 on a written resolution every A Shareholder and B Shareholder shall have one vote for every A Ordinary Share and B Ordinary Share of which he is the holder.

3.5.4 Subject to Article 3.5.3, a B Shareholder shall be entitled to receive notice of, and attend all general meetings of the Company but shall not be entitled to vote at any such meeting or to agree to or be an eligible member in respect of

any proposed written resolution in respect of the B Ordinary Share(s) held by him.

- 3.5.5 A C Shareholder shall be entitled to receive notice of, and attend all general meetings of the Company but shall not be entitled to vote at any such meeting or to agree to or be an eligible member in respect of any proposed written resolution in respect of the C Preference Share(s) held by him.
- 3.5.6 A D Shareholder shall be entitled to receive notice of, and attend all general meetings of the Company but shall not be entitled to vote at any such meeting or to agree to or be an eligible member in respect of any proposed written resolution in respect of the D Preference Share(s) held by him.
- 3.5.7 A Deferred Shareholder shall not be entitled to receive notice of, nor attend any general meeting of the Company and shall not be entitled to vote at any such meeting or to agree to or be an eligible member in respect of any proposed written resolution in respect of the Deferred Share(s) held by him.

3.6 Variation of class rights

- 3.6.1 All or any of the rights or privileges for the time being attached to any Share may (subject to the provisions of section 633 of the Act), whether or not the Company is being wound up, be varied or abrogated (i) in such manner (if any) as may be provided by such rights, or (ii) in the absence of any such provision, either with the consent in writing of the holders of not less than 75% (by number of shares) of the issued shares of the class, or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise).
- 3.6.2 All the provisions contained in these Articles as to general meetings shall apply *mutatis mutandis* to every such meeting, but so that the quorum thereat shall be at least two persons holding or representing by proxy one third (by number of shares) of the issued shares of that class, and so that any holder of shares of that class, present in person or by proxy, may demand a poll and shall on a poll be entitled to one vote for every share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present any two holders of shares of the class present in person or by proxy shall be a quorum.
- 3.6.3 Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares in the capital of the Company shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority thereto for payment of a dividend or repayment of capital but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or ranking behind those already issued.
- 3.6.4 For the avoidance of doubt, the rights granted to B Shareholders under Articles 3.2.1.3, 3.3, 3.5.2 and 3.5.3 shall be considered to be rights granted to the B Shareholders as a class for the purposes of this Article 3.6 and section 629 and section 630 of the Act.

3.7 Redesignation of C Shares

The Company shall have the power to redesignate any C Share as a Deferred Share by ordinary resolution and with the prior written consent of each holder of any C Shares to be so redesignated.

4 Allotment of Shares

- 4.1 The Company has the power to allot and issue shares and to grant rights to subscribe for, or to convert any security into, shares pursuant to those rights.
- 4.2 No share is to be issued other than fully paid.
- 4.3 Model Article 21 shall not apply.
- 4.4 Subject to Article 4.5, unless the Company shall by special resolution otherwise direct, all shares (other than C Preference Shares and D Preference Shares) which the Directors propose to issue shall first be offered to the members holding shares of the same class and if such offer is not accepted within 30 days the other members holding any other class of shares in the share capital of the Company in proportion as nearly as may be to the number of the existing shares held by them respectively. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Article 4.4 shall have effect subject to Section 551 of the Act.
- 4.5 No B Ordinary Shares which the Directors propose to issue may be issued without the prior written consent of the holders of a majority by number of the B Ordinary Shares then in issue.
- 4.6 Sections 561 and 562 of the Act shall not apply to the Company.

5 Authority to Allot

- 5.1 The Directors are generally and unconditionally authorised pursuant to section 551 of the Act to exercise all the powers of the Company to allot shares in the Company and to grant rights to subscribe for, or to convert any security into:

- 5.1.1 630,000 A Ordinary Shares;
- 5.1.2 270,000 B Ordinary Shares;
- 5.1.3 725,870 C Preference Shares;
- 5.1.4 10,000,000 D Preference Shares; and
- 5.1.5 2,000,000 Deferred Shares (together with the A Ordinary Shares, B Ordinary Shares, C Preference Shares and D Preference Shares, "Relevant Shares"),

for a period expiring (unless otherwise previously revoked, varied or renewed) on the date being the fifth anniversary of the date of adoption of these Articles but the Company may, before such expiry, make an offer or agreement which would or might require Relevant Shares to be allotted after this authority expires and the Directors may allot Relevant Shares in pursuance of such offer or agreement as if the authority contained in this Article 5 had not expired.

6 Shares

- 6.1 The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company.
- 6.2 The liability of any member in default in respect of a call shall be increased by all expenses that may have been incurred by the Company by reason of such non-payment.

7 Purchase of own Shares

- 7.1 The Company may purchase its own shares in accordance with the provisions of the Act.
- 7.2 The Company may finance the purchase of its own shares in any way permitted by the Act including by way of cash reserves up to the limits provided by the Act.

8 General Meetings and Resolutions

- 8.1 Every notice convening a general meeting shall comply with the provisions of Section 307 of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to each of the Directors.
- 8.2 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 8.3 below two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member, shall be a quorum.
- 8.3 If and for so long as the Company has only one member, that member present in person or by proxy or by a duly authorised representative shall be a quorum.
- 8.4 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine and, if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor, such adjourned general meeting shall be dissolved.
- 8.5 Resolutions under Section 168(2) of the Act for the removal of a Director before the expiration of his period of office and under Section 510 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.
- 8.6 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy.
- 8.7 Unless resolved by ordinary resolution, the instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Board may be deposited at the Company's registered office up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) the place of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting.
- 8.8 If and for so long as the Company has as its sole member a B Shareholder, the B Shareholder shall be entitled to receive notice of, attend and vote at general meetings of the Company shall be an eligible member for the purposes of any written resolution and shall be entitled to exercise any voting rights afforded to A Shareholders as if the B Shareholder were an A Shareholder and all provisions in these Articles granting voting rights to A

Shareholders shall apply mutatis mutandis to the B Shareholder as the sole remaining member of the Company. Articles 8.1 to 8.7 are subject to this Article 8.8.

9 Appointment of Directors

9.1 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by the Model Articles and by these Articles expressed to be vested in the Directors generally, and Model Article 11(2) shall be modified accordingly.

9.2 For so long as:

9.2.1 Philip Newborough ("PN") (i) is an Employee, or (ii) holds more than 10% of the A Ordinary Shares (by number of shares), he shall be entitled to be appointed a Director;

9.2.2 Michele Giddens ("MG") (i) is an Employee, or (ii) holds more than 10% of the A Ordinary Shares (by number of shares), she shall be entitled to be appointed a Director; and

9.2.3 Antony Ross ("AR") (i) is an Employee, or (ii) holds more than 10% of the A Ordinary Shares (by number of shares), he shall be entitled to be appointed a Director,

(each of PN, MG and AR an "A Shareholder Director").

9.3 The notice appointing an A Shareholder Director shall be in writing and served on the Company and signed by the relevant A Shareholder Director indicating their willingness to be appointed as a Director.

9.4 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Board for appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a Director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of Directors.

9.5 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

9.6 The Board may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any maximum number of Directors that may be fixed by ordinary resolution.

10 Borrowing Powers

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

11 Alternate Directors

- 11.1 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 11.2 A Director, or any other person approved by the Board and willing to act, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Board or of any committee of the Board to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

12 Proceedings of Directors

- 12.1 A Director may vote, at any meeting of the Board or of any committee of the Board, on any resolution, notwithstanding that it 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 such resolution his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- 12.2 Each Director shall comply with his obligations to declare his interest in any proposed transaction or arrangement under Section 177 of the Act.
- 12.3 Model Article 14 shall not apply to the Company.
- 12.4 The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees or local boards.
- 12.5 A quorum of a meeting of the Board or of any committee of the Board shall be two Directors who shall be present at all times in person or by their respective alternates or by telephone or video conference and Model Article 11(2) shall be amended accordingly.

13 The Business

- 13.1 The Group shall carry on the business of a mission driven investment manager and/or adviser (whether in respect of portfolios, assets or funds owned or managed or advised on by institutions, companies, individuals, unit trusts, pension funds, open ended investment companies or other collective investment schemes) of, or in respect of, relevant investments. In particular, it is expected that the Group will make, advise on, manage or otherwise deal with investments or services intended for:
- 13.1.1 the benefit of disadvantaged communities; or
- 13.1.2 social or environmental purposes.
- 13.2 The Business shall be conducted in a manner that the Directors consider to be likely to promote the success of the Company and the Group and shall be based on sound commercial profit making principles. Notwithstanding the preceding sentence, the Board shall have regard to the Company's status as a B Corporation as set out in Article 14, and shall conduct the Business in accordance with this status.

14 B Corporation Status

- 14.1 The purposes of the Company are to promote the success of the Company for the benefit of its members as a whole and, through its business and operations, to have a material positive impact on society and the environment, taken as a whole.

- 14.2 The Directors shall have regard (amongst other matters) to:
- 14.2.1 the likely consequences of any decision in the long term;
 - 14.2.2 the interests of the Company's employees;
 - 14.2.3 the need to foster the Company's business relationships with suppliers, customers and others;
 - 14.2.4 the impact of the Company's operations on the community and the environment;
 - 14.2.5 the desirability of the Company maintaining a reputation for high standards of business conduct; and
 - 14.2.6 the need to act fairly as between members of the Company (together, the matters referred to in this Article 14 the "**Stakeholder Interests**").
- 14.3 For the purposes of a Director's duty to act in the way he considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.
- 14.4 Nothing in this Article 14 express or implied is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 14.5 The Directors shall for each Financial Year prepare a strategic report as if sections 414A(1) and 414C of the Act applies to the Company whether or not they would be required to do so otherwise than by this Article 14.
- 15 The Seal**
- 15.1 If the Company has a seal it shall only be used with the authority of the Board or of any committee of the Board. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director.
- 15.2 The Company may exercise the powers conferred by Section 49 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.
- 16 Notices**
- 16.1 Without prejudice to Model Article 48, the Company may give notice to a member by electronic means provided that:
- 16.1.1 the member has given his consent in writing to receiving notice communicated by electronic means and in such consent has set out an address to which the notice shall be sent by electronic means; and
 - 16.1.2 the electronic means used by the Company enables the member concerned to read the text of the notice.
- 16.2 A notice given to a member personally or in a form permitted by Article 16.1 above shall be deemed to be given on the earlier of the day on which it is delivered personally and the day on which it was despatched by electronic means, as the case may be.
- 16.3 In this Article "**electronic**" means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "**by electronic means**" means by any manner only capable of being so actuated.

17 Indemnity

17.1 This Article 17 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly. This Article 17 is also without prejudice to any indemnity to which any person may otherwise be entitled.

17.2 The Company:

17.2.1 shall indemnify every person who is a Director, and shall keep indemnified each such person after he ceases to hold office; and

17.2.2 may indemnify any other person who is an officer (other than an auditor) of the Company; and

17.2.3 may indemnify any person who is a Director or other officer (other than an auditor) of any associated company of the Company,

In each case out of the assets of the Company from and against any loss, liability or expense suffered or incurred by him in relation to the Company or any associated company of the Company by reason of his being or having been a Director or other officer of the Company or any such company.

17.3 The Company may indemnify any person who is a director of a company that is a trustee of an occupational pension scheme (as defined in s.235(6) of the Act) out of the assets of the Company from and against any loss, liability or expense suffered or incurred by him in connection with such company's activities as trustee of the scheme.

17.4 The Directors may, subject to the provisions of the Act exercise the powers conferred on them by ss.205 and 206 of the Act to:

17.4.1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in s.205 of the Act; or

17.4.2 take any action to enable such expenditure not to be incurred.

17.5 Model Article 52 shall not apply to the Company.

18 Insurance

18.1 The Directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer (other than an auditor) of the Company or of any associated company (as defined in s.256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any Employee.

18.2 Model Article 53 shall not apply.

19 Transfer of A Ordinary Shares

19.1 Subject to the provisions of Model Article 26, A Ordinary Shares may at any time be transferred:

19.1.1 by any person entitled to A Ordinary Shares in consequence of the death or bankruptcy of an individual A Shareholder to any person to whom such individual member, if not dead or bankrupt, would be permitted hereunder to transfer the same;

- 19.1.2 with the prior written consent of 50% (by number of shares) of the A Shareholders (which shall include all A Shareholders who are Employees for as long as they are so Employed) (which consent may be unconditional or subject to any terms or conditions and in the latter case any A Ordinary Share so transferred shall be held subject to such terms and conditions) to any person;
- 19.1.3 with the prior written consent of the Board (which consent may be unconditional or subject to any terms or conditions and in the latter case any A Ordinary Share so transferred shall be held subject to such terms and conditions) to any Employee; or
- 19.1.4 pursuant to Articles 22 and 23.
- 19.2 Except in the case of a transfer expressly authorised by the foregoing provisions of this Article 19, no transfer of an A Ordinary Share shall be registered and no interest in any A Ordinary Share may be transferred without the prior written consent of the Board (which consent may be unconditional or subject to any terms or conditions and in the latter case any A Ordinary Share so transferred shall be held subject to such terms and conditions) and if such consent is not given or is refused within eight weeks after any transfer is lodged for registration, such consent shall be deemed to have been refused at the expiration of such period and the transferee shall be notified accordingly.
- 19.3 Except in the case of a transfer expressly authorised by the foregoing provisions of this Article 19, before transferring any A Ordinary Shares (or any interest therein) the person proposing to transfer the same (the "Proposing Transferor") shall give a notice in writing (a "Transfer Notice") to the Company that he desires to transfer such A Ordinary Shares. The Transfer Notice shall constitute the Company his agent for the sale of the relevant A Ordinary Shares at the Prescribed Price (being the price referred to in Article 19.4) during the Prescribed Period (being the period referred to in Article 19.5) to any A Shareholder or to any other person selected or approved by the directors on the basis set out in the following provisions of this Article and shall not be revocable except with the consent of the directors.
- 19.4 If not more than one month before the date on which the Transfer Notice was given the Proposing Transferor and the directors shall have agreed a price per A Ordinary Share as representing the fair value thereof or as being acceptable to the Proposing Transferor and not more than the fair value thereof or if a *bona fide* offer shall have been received from a third party and shall remain open for acceptance for the A Ordinary Shares comprised in the Transfer Notice (but subject to the right of the directors to satisfy themselves that such offer is for a *bona fide* sale for the consideration stated in the transfer without any deduction rebate or allowance whatsoever to the purchaser) then such price shall be the Prescribed Price (subject to the deduction therefrom where the Prescribed Price has been agreed with the directors of any dividend or other distribution declared or made after such agreement and prior to the said date). Otherwise, after the expiration of one month from the date of the Transfer Notice the sum per A Ordinary Share shall be deemed to be the Fair Market Value and the sum per A Ordinary Share so determined shall be the Prescribed Price. The determination of the Fair Market Value shall be final and binding on all persons concerned.
- 19.5 If the Prescribed Price was agreed as aforesaid prior to the date of the giving of the Transfer Notice, the Prescribed Period shall commence on such date and expire twelve weeks thereafter. If the Prescribed Price was not so agreed the Prescribed Period shall commence on such date and expire two months after the date on which the Fair Market Value per A Ordinary Share was calculated.
- 19.6 All A Ordinary Shares included in any Transfer Notice shall by notice in writing be offered by the Company to all A Shareholders (other than the A Shareholders to whose A Ordinary Shares the Transfer Notice relates) for purchase at the Prescribed Price on the terms that in case of competition the A Ordinary Shares so offered shall (in accordance with but subject to the provisions of Article 19.7) be sold to the acceptors in proportion (as nearly as may be

without involving fractions or increasing the number sold to any A Shareholder beyond that applied for by him) to their existing holdings of A Ordinary Shares. Such offer shall limit a time (not being less than 21 days) within which it must be accepted or in default will lapse. Any A Ordinary Shares not so accepted may be offered by the directors to such persons as they may think fit for purchase at the Prescribed Price.

- 19.7 If the Company shall within the Prescribed Period find A Shareholders or such other persons as aforesaid (each such person being hereinafter called a "Purchaser") to purchase the A Ordinary Shares concerned or any of them and give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the Prescribed Price, to transfer such A Ordinary Shares to the respective Purchasers. Provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the A Ordinary Shares concerned, this provision shall not apply unless the Company shall have found Purchasers for the whole of such A Ordinary Shares but so that a member who is required to give a Transfer Notice in respect of his A Ordinary Shares by virtue of these Articles shall not be permitted to state that he is not willing to transfer part only of the A Ordinary Shares concerned. Every such notice shall state the name and address of the Purchaser concerned and the number of A Ordinary Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the directors not being less than three days nor more than 10 days after the date of such notice.
- 19.8 If a Proposing Transferor shall fail or refuse to transfer any A Ordinary Shares to a Purchaser hereunder the directors may authorise some person to execute and deliver on his behalf as agent or attorney the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser to be registered as the holder of such A Ordinary Shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser (who shall not be bound to see the application thereof) and after the Purchaser has been registered in, purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate and the necessary transfers to the Company.
- 19.9 If the Company shall not within the Prescribed Period find Purchasers willing to purchase all the A Ordinary Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers, the Proposing Transferor at any time thereafter up to the time of expiration of two months after the Prescribed Period shall be at liberty to transfer those A Ordinary Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a *bona fide* sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor), provided that:
- 19.9.1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the A Ordinary Shares concerned he shall not be entitled hereunder to transfer any of such A Ordinary Shares unless in aggregate the whole of such A Ordinary Shares are so transferred; and
- 19.9.2 the Directors may require to be satisfied that such A Ordinary Shares are being transferred pursuant to a *bona fide* sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 19.10 In the case of any holder of A Ordinary Shares (a "Management A Shareholder") who has:

19.10.1 received or acquired the A Ordinary Shares of the Company by virtue of his or another person being an Employee or an employee or director of any Member of the same Group, or

19.10.2 acquired A Ordinary Shares pursuant to a permitted transfer from a person within Article 19.10.1,

then if such person ceases to be an Employee or an employee or director of the relevant Member of the same Group such Management A Shareholder, or his personal representatives (as the case may be), shall be deemed to have given notice to the Company (a "Mandatory Transfer Notice") offering to transfer all the A Ordinary Shares held by him on the date of cessation to the Company or to persons (including but not limited to any Employee Benefit Trust established by the Company) nominated by the Company at:

19.10.3 Fair Market Value, if such person is a Good Leaver; or

19.10.4 if such person is a Bad Leaver:

19.10.4.1 an amount equal to the lower of:

(i) the aggregate amount paid on such A Ordinary Shares, including amounts paid by way of premium; and

(ii) Fair Market Value of such A Ordinary Shares; or

19.10.4.2 if such Bad Leaver is a Bad Leaver as a result of misconduct (as determined by a court of competent jurisdiction), for nil consideration,

and such deemed Mandatory Transfer Notice shall constitute the Company his agent for the sale of the Management A Shares to the Company or such nominated persons.

19.11 If the Company is not able to acquire any or all of such Management A Shareholder's A Ordinary Shares pursuant to the terms of any shareholders' agreement to which the relevant Management A Shareholder is a party (and subject to and in accordance with the Act), all of those A Ordinary Shares which the Company is unable to purchase shall be converted into and re-designated as D Preference Shares, having the rights attaching to them as set out in these Articles.

19.12 In the case of any holder of C Preference Shares (a "C Preference Shareholder") who for any reason ceases to be an Employee or an employee or director of the relevant Member of the same Group such C Preference Shareholder, or his personal representatives (as the case may be), shall be deemed to have given notice to the Company (also a "Mandatory Transfer Notice") offering to transfer all the C Preference Shares held by him on the date of cessation to the Company or to persons (including but not limited to any Employee Benefit Trust established by the Company) nominated by the Company at an amount equal to the aggregate amount paid on such C Preference Shares, including amounts paid by way of premium. The Company shall cancel any C Preference Shares which it has bought back under this Article 19.12 as soon as reasonably practicable.

20 Transfer of B Ordinary Shares

Other than in the event of a Third Party Acquisition, Disposal or Major Investment pursuant to Article 3.3, B Ordinary Shares may only be transferred with the prior written consent of 90% (by number of shares) of the A Shareholders.

21 Transfer of C Preference Shares and D Preference Shares

C Preference Shares and D Preference Shares may only be transferred with the prior written consent of the Board.

22 Drag Along Rights

- 22.1 If a proposed transfer of Shares (the "**Specified Shares**") to a *bona fide* third party on arm's length terms by member(s) who are transferring all of their Shares (the "**Drag Seller**") would, if registered, result in the transferee holding a Controlling Interest, the Drag Seller may give notice in writing to each member, other than the holders of the Specified Shares, (the "**Minority Shareholders**") requiring them within seven days of the date of the notice to transfer all (but not some of) their shares (the "**Minority Shares**") to the proposed transferee. The transfer of each such share shall be for the Prescribed Consideration and otherwise on terms no less favourable to the Minority Shareholders than those agreed between the holders of the Specified Shares and the proposed transferee, provided that a Minority Shareholder shall not be required to:
- 22.1.1 give any restrictive covenants, warranties or indemnities or other similar obligations in the context of the transaction other than warranties that such Minority Shareholder has title to the shares to be transferred by him and capacity to enter into the transaction contemplated in the same form as those given by the holders of the Specified Shares; and
- 22.1.2 transfer his holding of shares prior to the date on which the Specified Shares are transferred to the proposed transferee.
- 22.2 A Minority Shareholder shall transfer, or procure the transfer of, the full legal and beneficial interest in any shares required to be transferred by him pursuant to this Article 22 free from all liens, charges and encumbrances together with all rights attaching to them.
- 22.3 If a Minority Shareholder shall fail at any time to do anything required to transfer his Minority Shares as required by this Article 22, the directors may authorise any person to do anything reasonably required in respect of such transfer on behalf of, and as agent or attorney for, that Minority Shareholder (including executing any necessary instruments of transfer) and shall (subject to the payment of any required transfer taxes) register the proposed transferee as the holder of the Minority Shares. The receipt of the Prescribed Consideration for the Minority Shares by any person nominated by the directors shall be a good discharge to the proposed transferee and that nominated person shall after that time hold such Prescribed Consideration on trust for the relevant Minority Shareholder, but shall not be bound to earn, pay or account for interest on it. After the name of the proposed 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.
- 22.4 The consideration for the transfer of the Specified Shares, and the Prescribed Consideration for the Minority Shares, shall be allocated amongst members in accordance with Article 3.2.

23 Tag Along Rights

- 23.1 Subject to Article 23.5, this Article 23 applies when a transfer of A Ordinary Shares (the "**Specified Shares**") would, if registered, result in a person, or such person and any other person(s) who in relation to him is a Connected Person (each a "**member of the purchasing group**") holding a Controlling Interest in the Company.
- 23.2 No transfer to which this Article 23 applies may be registered unless the proposed transferee has made an offer to buy all of the issued Shares (including or excluding the Specified Shares, and including any shares issuable on the exercise of any then outstanding subscription or conversion rights) on the terms set out in Articles 23.3 and 23.4 (unless, in the case of a particular offeree's shares, less favourable terms are agreed to in writing by that offeree) and the offer is or becomes wholly unconditional.
- 23.3 The terms of the proposed transferee's offer shall be as follows:
- 23.3.1 the offer shall be open for acceptance for at least 14 Business Days and may be accepted in whole or in part;

- 23.3.2 the consideration for each A Ordinary Share, B Ordinary Share, C Preference Share and D Preference Share shall be the Prescribed Consideration; and
- 23.3.3 the offer shall be on no less favourable terms than the terms applicable to the *transfer of the Specified Shares*.
- 23.4 The offer may be subject to one or more conditions, including a condition the satisfaction of which is dependent upon the number and/or percentage of Shares in respect of which the offer is accepted.
- 23.5 At the option of the holders of the Specified Shares the provisions of this Article 23 shall not apply where the provisions of Article 22 are proposed to be operated and are subsequently actually operated.