

Companies Act 2006

Company number 11235061 **PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

OF

THE OCEAN BOTTLE LTD (THE “COMPANY”)

(ADOPTED BY SPECIAL RESOLUTION PASSED ON 3 NOVEMBER 2022)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. EXCLUSION OF OTHER REGULATIONS

No regulations or model articles contained in any statute or subordinate legislation, including those contained in the Model Articles, apply to the Company.

2. DEFINED TERMS

2.1 In the articles, unless the context requires otherwise:

“Acting in Concert” has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

“Asset Sale” means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

“Bad Leaver” means an Employee:

- (a) who ceases to be an Employee as a consequence of that person’s dismissal as an Employee for Cause; or
- (b) who, having been a Good Leaver or an Intermediate Leaver, subsequently breaches a restrictive covenant either under this Agreement or an employment contract or contract for services with the Company;

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

“Board” means the Board of Directors as constituted from time to time;

“Business Day” means a day on which the English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

“Cause” means:

- (a) the entitlement of the Company to lawfully terminate an Employee's contract with immediate effect as a result of:
 - (i) that Employee's gross misconduct;
 - (ii) that Employee's fraud;
 - (iii) that Employee's conviction of a criminal offence (other than a minor offence carrying a non-custodial sentence), where such conviction causes material harm to the company and/or material damage to its reputation;
 - (iv) that Employee having committed a material act of dishonesty relating to the Company or any Group Company with the intent or in the knowledge that such act would cause material harm to the Company or such other Group Company;
 - (v) an act undertaken by that Employee that has brought the Company or any other Group Company into material disrepute in circumstances where the act(s) concerned was or were undertaken with the intention to bring the Company or the Group Company concerned into material disrepute or in the knowledge that it would do so; or
- (b) where there is no formal contract, where, in the opinion of the Board (acting reasonably), the Employee has acted in a manner that would have entitled the Company to terminate such Employee's contract for one of the reasons set out in paragraph (a) of this definition had a formal contract been in place;

"Chairperson" has the meaning given in article 14.2;

"Chairperson of the meeting" has the meaning given in article 54.3;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"Competitor" means any person that competes (directly or indirectly) with or who may reasonably be considered to be in competition with the business of the Company;

"Controlling Interest" means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

"Date of Adoption" means the date on which these Articles were adopted;

"Deed of Adherence" has the meaning given in the Shareholders' Agreement;

"Deferred Conversion Date" the date that the Founder Shares convert into Deferred Shares pursuant to Article 38;

"Deferred Shares" means deferred shares each of £0.00001 each in the capital of the Company from time to time;

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

“Distribution Recipient” has the meaning given in article 43.2;

“Document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“Effective Termination Date” means the earlier of (i) the date on which the Employee's employment or consultancy terminates and (ii) the date on which the Employee gives or is given notice to terminate his employment or consultancy;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Employee” means an individual who is employed by the Company, or who provides consultancy services to the Company, or who is a director who has a contract for or of services with the Company;

“Encumbrance” means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

“Equity Shares” the Shares other than the Deferred Shares;

“Exit” means a Share Sale or an Asset Sale;

“Fair Value” means the value of shares as determined in accordance with article 37;

“Founders” means Nicholas Doman and William Pearson;

“Founder Leaver's Percentage” in relation to and for the purposes of determining the number of Founder Shares that are required (pursuant to Article 38) to be converted into Deferred Shares or offered for sale (as the case may be) as a result of the Founder ceasing to be an Employee within the period commencing on the Date of Adoption and ending on the Effective Termination Date, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$100 - ((1/36 \times 100) \times NM),$$

where NM = number of full calendar months from the Date of Adoption to the Effective Termination Date such that the Founder Leaver's Percentage shall be zero on the first day of the 37th month after the Date of Adoption and thereafter;

“Founder Shares” in relation to a Founder means (other than for the purposes of Article 38.2, in relation to which the percentage shall be 100%) 50% of the Shares held by:

- (a) the Founder in question; and
- (b) any Permitted Transferee of that Founder other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from the Founder or by reason of that person's relationship with the Founder;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

“Good Leaver” an Employee who ceases to be an Employee by reason of:

- (a) retirement at or after the Company’s normal retirement age;
- (b) redundancy within the meaning of the Employment Rights Act 1996;
- (c) death, permanent disability, or permanent incapacity through ill-health, in each case evidenced to the reasonable satisfaction of the Board (acting reasonably);
- (d) termination by the Company of a contract of employment or services other than for Cause; or
- (e) the Board otherwise determining that he or she is a Good Leaver (acting with Shareholder Consent);

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

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“Independent Accountant” means the auditors for the time being of the Company or, if they decline the instruction or the Company has not appointed an auditor, a reputable independent firm of accountants with relevant expertise appointed by the Board;

“Instrument” means a document in hard copy form;

“Intermediate Leaver” means an Employee who:

- (a) ceases to be an Employee in circumstances where he is not a Good Leaver or a Bad Leaver; or
- (b) ceases to be an Employee as a result of his voluntary termination of any contract of employment or by which he is engaged to provide services;

“Investors” has the meaning given in the Shareholders’ Agreement;

“Liquidation Surplus” has the meaning given in article 49.1;

“Major Investors” means TD Veen AS and Redrice 1 LP, acting by its manager, Redrice Ventures Limited;

“Model Articles” means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the adoption of these articles;

“Ordinary Resolution” has the meaning given in section 282 of the Companies Act 2006;

“Ordinary Shares” means ordinary shares each of £0.00001 each in the capital of the Company from time to time;

“paid” means paid or credited as paid;

“participate” in relation to a directors’ meeting, has the meaning given in article 12.1;

“Pentland Person” means:

- (a) Stephen Rubin;
- (b) any Privileged Relation of Stephen Rubin;
- (c) the personal representatives and/or executors of Stephen Rubin or any Privileged Relation of Stephen Rubin (subject to the shares being held for the benefit of Stephen Rubin or any Privileged Relation of Stephen Rubin);
- (d) any PG Family Trust (and the trustees of any PG Family Trust acting in the capacity as trustees of such trust);
- (e) any pension fund operated for the benefit of the employees of Pentland Group Ltd and / or any of its subsidiary or parent undertakings;
- (f) any body corporate in which all or some of the foregoing, alone or together, hold a Controlling Interest; and/or
- (g) any body corporate which is a subsidiary undertaking of a body corporate of the kind referred to in paragraph (f);

“Permitted Transferees” means, in relation to a Shareholder who is an individual, any of his or her Privileged Relations, Trustees or Qualifying Companies, and in respect of Pentland Group Ltd, a PG Family Trust or a Pentland Person;

“PG Family Trust” means a trust of which one or more of Stephen Rubin, his father, his mother, his wife or any child is the settlor and which permits the settled property or the income there from to be applied only for the benefit of:

- (a) Stephen Rubin and/or a Privileged Relation of Stephen Rubin; or
- (b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested only if there are no other beneficiaries from time to time except another such charity or charities),

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or Stephen Rubin or any Privileged Relation of Stephen Rubin;

“Privileged Relations” means a spouse, civil partner, child or grandchild (including step or adopted children and their issue);

“Proceeds of Sale” means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by an Investor Majority;

“proxy notice” has the meaning given in article 60.1;

“Qualifying Company” means a Company in which a Shareholder holds the entire issued share capital and over which that Shareholder exercises control (within the meaning of section 1124 of the CTA 2010);

“Redrice Observer” means the observer appointed pursuant to article 23.4;

“Relevant Period” means 36 months from the Date of Adoption;

“Restricted Member” has the meaning given in article 38.6;

“Restricted Shares” has the meaning given in article 38.7;

“Shareholder” means a person who is the holder of a Share;

“Shareholder Consent” means the prior written consent of the holders of not less than 75% of the voting rights attaching to the Ordinary Shares;

“Shareholders’ Agreement” means any shareholders’ agreement in place between the Company and the Shareholders from time to time;

“Shares” means the Ordinary Shares, Deferred Shares and/or any other class of share in the capital of the Company from time to time;

“Share Sale” means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

“Special Resolution” has the meaning given in section 283 of the Companies Act 2006;

“Subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“TD Veen Observer” means the observer appointed pursuant to article 23.5;

“Transfer Notice” has the meaning given in article 36.2;

“Transmittee” means a person entitled to a share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

“Trustee” means, in respect of an individual Shareholder, the trustee or trustees of a trust under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the Shareholder and/or his or her Privileged Relations; and

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

- 2.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Acts as in force on the date when these articles become binding on the Company.

3. LIABILITY OF MEMBERS

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

4. B CORPORATION

- 4.1 The objects of the Company are to promote the success of the Company;

- (a) for the benefit of its members as a whole; and
- (b) through its business and operations, to have a material positive impact on (a) society and (b) the environment, taken as a whole.

- 4.2 A director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in article 4.1 above, and in doing so shall have regard (amongst other matters) to:

- (a) the likely consequences of any decision of the directors in the long term and the impact any such decision may have on any affected stakeholders,
- (b) the interests of the Company's employees,
- (c) the need to foster the Company's business relationships with suppliers, customers and others,
- (d) the impact of the Company's operations on the community and the environment and on affected stakeholders,
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
- (f) the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this article as the "**Stakeholder Interests**" and each a "**Stakeholder Interest**").

- 4.3 For the purposes of a director's duty to act in the way he or she 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.

- 4.4 Nothing in this article 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).

- 4.5 The directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such

detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Acts, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

5. DIRECTORS' GENERAL AUTHORITY

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

6. SHAREHOLDERS' RESERVE POWER

- 6.1 The Shareholders may, by Special Resolution, direct the directors to take, or refrain from taking, specified action.
- 6.2 No such Special Resolution invalidates anything which the directors have done before the passing of the resolution.
- 6.3 No alteration of the articles invalidates anything which the directors have done before the alteration was made.

7. DIRECTORS MAY DELEGATE

- 7.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions,as they think fit.
- 7.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 7.3 Where a provision in the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provisions shall be construed as permitting the exercise of the power, authority or discretion by the committee.

- 7.4 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

8. COMMITTEES

- 8.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 8.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 9.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with this article 9.
- 9.2 If:
- (a) the Company only has one director; and
 - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director (for so long as he or she remains the sole director) may take decisions without regard to any of the provisions of the articles relating to directors' decision-making. For the purpose of article 13, the quorum for the transaction of business by a sole director is one, and all other provisions of the articles apply with any necessary modification (unless a provision expressly provides otherwise).
- 9.3 If only one director is eligible to vote on any authorisation required under article 18, the general rule does not apply, and the eligible director may take decisions in relation to the relevant matter without regard to any of the provisions of the articles relating to directors' decision-making.

10. UNANIMOUS DECISIONS

- 10.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 10.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 10.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 10.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

11. CALLING A DIRECTORS' MEETING

- 11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.3 Notice of a directors' meeting must be given to each director, Redrice Observer (if appointed) and TD Veen Observer (if appointed) in writing.
- 11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 Subject always to articles 9.2 and 9.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- 13.3 Subject always to article 9.2, if the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or

- (b) to call a general meeting so as to enable the Shareholders to appoint further directors.

14. CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairperson.

15. CASTING VOTE

- 15.1 If the numbers of votes for and against a proposal are equal (ignoring any votes which are to be discounted in accordance with the articles or the Companies Acts), the chairperson has a casting vote.
- 15.2 Article 15.1 does not apply if, in accordance with the articles, the chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. RESOLUTION IN WRITING

A resolution in writing signed by all the directors who are at the relevant time entitled to receive notice of a meeting of the directors (if that number is sufficient to constitute a quorum) shall be as valid and effectual as a resolution passed at a meeting of the directors properly called and constituted. The resolution may be contained in one document or several documents in like form each signed by one or more of the directors concerned.

17. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

Provided that he or she has disclosed to the directors the nature and extent of any interest of his or her in accordance with and to the extent required by the Companies Acts, a director notwithstanding his or her office:

- (a) may be a party to, or otherwise interested in, any contract with the Company or in which the Company is otherwise interested (including a guarantee);
- (b) may subscribe for shares or other securities, or enter into an agreement to subscribe for shares or other securities in the Company or any of its subsidiaries;
- (c) may be party to arrangements pursuant to which benefits are made available to employees and directors of the Company or any of its subsidiaries, which do not provide special benefits for directors; and
- (d) may act by himself or his firm, or herself or her firm, in a professional capacity for the Company (otherwise than as auditor).

18. CONFLICTS OF INTEREST

- 18.1 The directors may, subject to the quorum and voting requirements set out in the articles, authorise any matter which would otherwise involve a director breaching his or her duty under the Companies Acts to avoid conflicts of interest ("**Conflict**").
- 18.2 Any director (including the relevant director) may propose that the relevant director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority

given by the directors shall be effected in the same way that any other matter may be proposed on and decided upon by the directors under the provisions of the articles save that the relevant director shall not count towards the quorum nor vote on any resolution giving such authority and save further that if there are insufficient directors eligible to vote and therefore to form a quorum, article 9.3 will apply.

18.3 Where the directors give authority in relation to a Conflict:

- (a) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (b) the directors may revoke or vary such authority at any time but this will not affect anything done by the relevant director prior to such revocation or variation in accordance with the terms of such authority.

18.4 Where the directors give authority in relation to a Conflict or where any of the situations referred to in article 17 ("**Permitted Situation**") applies:

- (a) the directors may (whether at the relevant time or subsequently) (i) require that the relevant director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the directors or otherwise) related to the Conflict or Permitted Situation; and (ii) impose upon the relevant director such other terms for the purposes of dealing with the Conflict as it may determine;
- (b) the relevant director will be obliged to conduct himself or herself in accordance with any terms imposed by the Board in relation to the Conflict or Permitted Situation; and
- (c) the directors may provide that where the relevant director obtains (other than through his or her position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

18.5 A director shall not, by reason of his or her office or of the fiduciary relationship thereby established, be liable to account to the Company or the members for any remuneration, profit or other benefit realized by reason of his or her having any type of interest in a Conflict authorised under this article or in any Permitted Situation and no contract shall be liable to be avoided on the grounds of a director having any such interest.

19. DIRECTORS MAY VOTE WHEN INTERESTED

19.1 Subject where applicable to disclosure in accordance with the Companies Acts or the articles and subject to any terms imposed by the directors in relation to any Conflict or Permitted Situation, a director shall be entitled to vote in respect of any matter in which he or she is interested directly or indirectly and if he or she shall do so his or her vote shall be counted and, whether or not he or she does, his or her presence at the meeting shall be taken into account in ascertaining whether a quorum is present.

19.2 Subject to article 19.3, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in a meeting (or part of a meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be

referred to the chairperson (if any) whose ruling in relation to any director other than the chairperson is to be final and conclusive.

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

20. RECORDS OF DECISIONS TO BE KEPT

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

21. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

22. CHANGE OF NAME

The Company may change its name by a decision of the directors.

APPOINTMENT OF DIRECTORS

23. METHODS OF APPOINTING DIRECTORS

- 23.1 Subject to article 23.2, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by Shareholder Consent.
- 23.2 The founders shall each have the right to appoint and maintain in office such natural person as the founders may from time to time nominate as a director (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon the removal of such director, whether by the founders or otherwise, to appoint another person as director in their place (each such person a "**Founder Director**").
- 23.3 Appointment and removal of any of the Founder Directors shall be by written notice to the Company which shall take effect on delivery at its registered office or at any meeting of the Board or committee thereof.
- 23.4 For so long as Redrice 1 LP, acting by its manager, Redrice Ventures Limited together with any other nominee of Redrice 1 LP or Redrice Ventures Limited (including without limitation MNL Nominees) holds at least 5.0% of the issued share capital of the Company (disregarding any Deferred Shares in issue), Redrice 1 LP, acting by its manager, Redrice Ventures Limited shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board who will be entitled to speak at any such meetings but will not be entitled to vote ("**Redrice Observer**").
- 23.5 For so long as TD Veen AS or its nominee holds at least 5.0% of the issued share capital of the Company (disregarding any Deferred Shares in issue) and have not appointed a Director, TD Veen AS shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board who will be entitled to speak at any such meetings but will not be entitled to vote ("**TD Veen Observer**").

- 23.6 In any case where, as a result of death, the Company has no Shareholders and no directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- 23.7 For the purposes of article 23.4, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

24. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a Bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (f) 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 other directors resolve that that person should cease to be a director.

25. DIRECTORS' REMUNERATION

- 25.1 Directors may undertake any services for the Company that the directors decide.
- 25.2 Directors are entitled to such remuneration as the directors determine:
- (a) for their services to the Company as directors, and
 - (b) for any other service which they undertake for the Company.
- 25.3 Subject to the articles, a director's remuneration may take any form.
- 25.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 25.5 Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
- 25.6 The directors may provide benefits, whether by the payment of a pension, allowance or gratuities, or any death, sickness or disability benefits or by insurance or otherwise, for any director or former director who holds or has held any office or employment with the Company or with any undertaking which is or has been a group Company, and for any member of his or

her family (including a spouse or former spouse) or any person who is or was dependent on him or her, and may (before as well as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

26. DIRECTORS' EXPENSES

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

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

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

26.2 Subject to the Companies Acts, the directors shall have power to make arrangements to provide a director with funds to meet expenditure incurred or to be incurred by him or her for the purpose of the Company or for the purpose of enabling him or her properly to perform his or her duties as an officer of the Company or to avoid him or her incurring any such expenditure.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

27. ALL SHARES TO BE FULLY PAID UP

27.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

27.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

28. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

28.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined with Shareholder Consent.

28.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

29. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in

any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

30. PURCHASE OF OWN SHARES

Subject to the Companies Acts, but without prejudice to any other provision of these articles, the Company may, with Shareholder Consent, in accordance with section 692(1ZA) of the Companies Act 2006, purchase its own shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Companies Act 2006, up to an aggregate purchase price in a financial year of the lower of:

- (a) £15,000; or
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of the relevant financial year.

31. FURTHER ISSUE OF SHARES - PRE-EMPTION RIGHTS

31.1 The pre-emption provisions in sections 561 and 562 of the Companies Act 2006 shall not apply to any allotment of equity securities made by the Company.

31.2 Unless otherwise agreed by Shareholder Consent, if the Company proposes to allot any new securities (including for the avoidance of doubt all equity instruments including options, convertibles, warrants etc.) ("**New Shares**"), those New Shares shall not be allotted to any person unless the Company has in the first instance offered them to all Shareholders on the same terms and at the same price as those New Shares are being offered to other persons on a pro rata basis to the number of shares held by those holders (as nearly as may be without involving fractions) prior to the offer.

31.3 The offer:

- (a) shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Shares and to whom such shares are proposed to be issued; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of New Shares in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Shares for which they wish to subscribe.

31.4 If at the end of the Subscription Period, the number of New Shares applied for is equal to or exceeds the number of New Shares, the New Shares shall be allotted to the Shareholders who have applied for New Shares on a pro rata basis to the number of shares held by such Shareholders which procedure shall be repeated until all New Shares have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him or her).

31.5 If, at the end of the Subscription Period, the number of New Shares applied for is less than the number of New Shares, the New Shares shall be allotted to the Shareholders in accordance with their applications and any remaining New Shares shall be offered to any other person as the Board may determine at the same price and on the same terms as the offer to Shareholders.

31.6 A reference to the allotment of New Shares in article 31, includes the grant by the directors of a right to subscribe for, or convert any securities into, shares. However, such a reference does not include the subsequent issue of any shares pursuant to such a right.

31.7 The provisions of articles 31.1 to 31.5 (inclusive) shall not apply to:

- (a) the grant or exercise of options to subscribe for shares under an employee share scheme set up in accordance with the Companies Act 2006; or
- (b) New Shares issued in consideration of the acquisition by the Company of any Company or business which has been approved in writing by Shareholder Consent.

31.8 No New Shares shall be allotted (nor any treasury shares be transferred) to any employee, director, prospective employee or prospective director of the Company who, in the opinion of the Board, is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

31.9 No New Shares (or equity securities, as defined in section 560 of the Companies Act 2006) shall be issued by the Company to any person without first obtaining from the subscriber a deed of adherence to any Shareholders' Agreement, unless otherwise approved by the Board (acting by Shareholder Consent).

32. SHARE CERTIFICATES

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

32.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

32.3 No certificate may be issued in respect of shares of more than one class.

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

32.5 Certificates must:

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts.

33. REPLACEMENT SHARE CERTIFICATES

33.1 If a certificate issued in respect of a Shareholder's shares is:

- (a) damaged or defaced, or

- (b) said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

33.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

34. SHARE TRANSFERS - GENERAL

- 34.1 No Shareholder shall create any Encumbrance over, transfer or dispose of or give any person any rights in or over any share or interest in any share, except as permitted by these Articles, or with the prior written consent of the Board (acting with Shareholder Consent).
- 34.2 If a Shareholder transfers or purports to transfer all or any shares otherwise than in accordance with these Articles he or she will be deemed immediately to have served a Transfer Notice in respect of all shares held by him or her.
- 34.3 In any case where the Board requires a Transfer Notice to be given in respect of any shares, if a transfer notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given immediately upon the expiration of that period, and article 36.8 shall apply in respect of the defaulting Shareholder in such circumstances.
- 34.4 No Shareholder shall effect any transfer, mortgage, charge or other disposal of any interest in shares, nor shall the Company sell or transfer any shares held as treasury shares, to any person who is not a party to any Shareholders' Agreement without first obtaining from the transferee a Deed of Adherence, unless otherwise approved by the Board (acting by Shareholder Consent).
- 34.5 No Shareholder shall be entitled to transfer or otherwise dispose of or give any rights in or over any share or interest in any share to a Competitor without the prior written consent of the Board.
- 34.6 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 34.7 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 34.8 The Company may retain any instrument of transfer which is registered.
- 34.9 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

- 34.10 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 with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

35. TRANSFER OF SHARES – PERMITTED TRANSFERS

- 35.1 Subject to article 34.4, a Shareholder (who is not a Permitted Transferee) (the “**Original Shareholder**”) may freely transfer all or any of his or her shares to a Permitted Transferee.
- 35.2 Shares previously transferred as permitted by article 35.1 may, subject to article 34.4, be freely transferred by the transferee to any other Permitted Transferee of the Original Shareholder.
- 35.3 If a Permitted Transferee ceases to be a Permitted Transferee, that Permitted Transferee must, no later than 10 Business Days after the date on which the Permitted Transferee so ceases to be a Permitted Transferee, transfer the shares held by it to the Original Shareholder or another Permitted Transferee of the Original Shareholder, without restriction as to price or otherwise, failing which he or she will be deemed to have given a Transfer Notice in respect of such shares.
- 35.4 A transfer of any shares approved by the Board (acting with Shareholder Consent) may, subject to article 34.4, be made without restriction as to price or otherwise and with any such conditions as may be imposed by the Directors.

36. TRANSFER OF SHARES – PRE-EMPTION

- 36.1 Except where articles 35, 39 or 40 apply, or with the prior written consent of the Board (acting with Shareholder Consent), any transfer of Shares shall be subject to the pre-emption rights set out in this article 36.
- 36.2 A Shareholder (“**Seller**”) wishing to transfer (or deemed to wish to transfer) any Shares must first give notice in writing (a “**Transfer Notice**”) to the Company giving details of the proposed transfer, including:
- (a) the number of Shares he or she wishes to transfer (“**Sale Shares**”);
 - (b) if he or she wishes to sell the Sale Shares to a third party, the identity and reasonable details of the proposed transferee; and
 - (c) the price (in cash) at which he or she wishes to sell the Sale Shares.
- 36.3 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares. Once given, a Transfer Notice may only be withdrawn by the Seller with the approval of the Board or, where the Sale Price is referred for valuation in accordance with article 37, within five Business Days of the Seller being notified of the Fair Value.
- 36.4 The Seller shall have five Business Days following service of the Transfer Notice to agree with the Board the price at which the Sale Shares are to be transferred (the “**Sale Price**”), failing which agreement the Board shall refer the Sale Price for valuation in accordance with article 37, in which case the Sale Price shall be the Fair Value.
- 36.5 As soon as practicable following confirmation of the Sale Price or, in the case of a referral for valuation in accordance with article 37, confirmation that the Seller will not, or expiry of the

period within which the Seller can, withdraw the Transfer Notice, the Board shall offer the Sale Shares for sale to each of the Shareholders other than the Seller (the “**Eligible Shareholders**”):

- (a) inviting them to apply to the Company for the maximum number of Sale Shares he or she wishes to purchase at the Sale Price;
- (b) stating that he or she will have a period of 10 Business Days from the date of the notice in which to apply (the “**Offer Period**”); and
- (c) stating that if there is competition among the Eligible Shareholders for the Sale Shares, the Sale Shares will be allocated to him or her in proportion (as nearly as may be without involving fractions) to his or her existing holding of shares.

36.6 Within five Business Days of the expiry of the Offer Period, the Company shall give written notice of allocation (an “**Allocation Notice**”) to the Seller and any Eligible Shareholders who have applied for Sale Shares, which shall specify the number of Sale Shares to be allocated to each Eligible Shareholder (in accordance with their applications made pursuant to article 36.5), the aggregate price payable for them, and the timing for completion (which shall be not less than three Business Days nor more than 10 Business Days after the Allocation Notice has been issued).

36.7 On service of an Allocation Notice, the Seller shall, against payment for the relevant Sale Shares, transfer the relevant Sale Shares in accordance with the requirements in the Allocation Notice, and return the relevant share certificates (or an appropriate indemnity) to the Company.

36.8 If a Seller fails to comply with article 36.7, he or she shall be deemed to have authorised any director to complete, execute and deliver on the Seller’s behalf all documents necessary to give effect to the transfer of the relevant Sale Shares, and the Company may receive the purchase price, give a good discharge for it and (subject to the transfer being duly stamped where applicable) update the register of members to reflect the new holder(s) of the Sale Shares. The Company shall hold any such purchase monies on trust for the Seller (without any interest) until he or she has returned the relevant share certificates (or an appropriate indemnity).

36.9 If the Allocation Notice does not refer to all of the Sale Shares, then the Seller may subject to Board approval transfer the unallocated Sale Shares to any person, within three months of the termination of the Offer Period, for purchase at a price at least equal to the Sale Price.

37. TRANSFER OF SHARES – VALUATION

37.1 Where a valuation of shares is required, the Independent Accountant shall be requested to determine the Fair Value of the relevant shares within 10 Business Days of appointment and to notify the Company, and the Shareholder(s) whose shares are being transferred (the “**Relevant Shareholders**”), in writing of its determination.

37.2 “**Fair Value**” shall, in any case, be the price of the relevant shares determined in writing by the Independent Accountant on the following bases and assumptions:

- (a) that the sale is on an arm’s length basis between a willing seller and a willing buyer;

- (b) if the Company is carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the shares are capable of being transferred without restriction;
- (d) valuing the shares as a rateable proportion of the total value of all the issued shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
- (e) shall reflect any other factors which the Independent Accountant reasonably believes should be taken into account.

37.3 The Independent Accountant shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

37.4 The cost of obtaining the valuation shall be paid by the Company unless the Fair Value price determined by the Independent Accountant is less than the price (if any) suggested by the Board to the Relevant Shareholders for the shares (pursuant to article 34.4) prior to the Independent Accountant's instruction, in which case the Relevant Shareholders, as applicable, shall bear the cost.

38. COMPULSORY TRANSFER – LEAVER PROVISIONS

38.1 If at any time during the Relevant Period a Founder ceases to be an Employee and:

- (a) is a Good Leaver, the relevant Founder shall be deemed to have served a Transfer Notice on the Effective Termination Date in respect of the Founder Leaver's Percentage of the Founder Shares relating to such Founder. The sale price shall be the nominal value or, if higher, the Fair Value of the relevant Founder Shares;
- (b) is an Intermediate Leaver, the Founder Leaver's Percentage of the Founder Shares relating to such Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Ordinary Share held) on the Effective Termination Date (rounded down to the nearest whole share).

38.2 If at any time a Founder is a Bad Leaver, the Founder Shares relating to such Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Ordinary Share held) on the Effective Termination Date (rounded down to the nearest whole share).

38.3 In the event that any person (other than a Founder and any person Acting in Concert with a Founder) acquires a Controlling Interest in the Company during the Relevant Period, all Founder Shares relating to a Founder shall immediately become vested and the provision of this Article 38 shall cease to apply to the Founder Shares relating to that Founder.

38.4 Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Founder (and any other holder of Founder Shares) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Founder Shares so converting and upon such delivery there shall be issued to

them (or their Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares.

- 38.5 Where Founder Shares are to be offered for sale pursuant to the provisions of Article 38.1(a) the provisions of Article 36 shall apply to such Transfer Notice.
- 38.6 All voting rights attached to Founder Shares held by a Founder and by any Permitted Transferee of that Founder (the "**Restricted Member**"), if any, shall at the time such Founder ceases to be an Employee and is a Bad Leaver be suspended unless the Board (acting with prior written Shareholder Consent) notify them otherwise.
- 38.7 Any Founder Shares whose voting rights are suspended pursuant to Article 38.6 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of all general meetings of the Company but shall have no right to attend or to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 38.6 shall be automatically restored immediately prior to but contingent on completion of a person acquiring a Controlling Interest in the Company. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

39. DRAG ALONG

- 39.1 If the holders of more than two thirds of the Equity Shares (including the consent of the Founders) (the "**Selling Shareholders**") wish to transfer all of their interest in shares (the "**Sellers' Shares**") to a proposed purchaser (together with any person or persons connected to or Acting in Concert with the proposed purchaser) (the "**Drag Purchaser**") pursuant to a bona fide arm's length offer, then, the Selling Shareholders shall have the option (the "**Drag-Along Option**") to require all the other Shareholders (the "**Called Shareholders**") to sell and transfer all their Shares (the "**Called Shares**") to the Drag Purchaser in accordance with the provisions of this article 39.
- 39.2 The Selling Shareholders may exercise the Drag-Along Option by giving a written notice to that effect (a "**Drag-Along Notice**") to the Company, which the Company shall promptly send to the Called Shareholders, at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag-Along Notice shall specify that the Called Shareholders are required to transfer all their Called Shares under this article 39, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred; and the proposed date of transfer. No Drag-Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this article 39.
- 39.3 Drag-Along Notices shall be irrevocable but will lapse if for any reason the sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser has not completed within 30 Business Days of the date of service of the Drag-Along Notice. The Selling Shareholders shall be entitled to serve further Drag-Along Notices following the lapse of any particular Drag-Along Notice.
- 39.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be on terms no less favourable than those obtained by the Selling Shareholders from the Drag Purchaser.

- 39.5 Within five Business Days of the Company serving a Drag-Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Called Shareholder shall deliver duly executed stock transfer form(s) for its shares in favour of the Drag Purchaser, together with the relevant share certificate(s) (or a duly executed indemnity for lost certificate(s) in a form acceptable to the Board) to the Company.
- 39.6 On the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the consideration that is due (the “**Drag Consideration**”) to the extent the Drag Purchaser has paid, allotted or transferred such consideration to the Company. The Company’s receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser.
- 39.7 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred the Drag Consideration to the Company, the Called Shareholders shall be entitled to the immediate return of any documents provided by them in respect of the transfer of the relevant shares and the Called Shareholders shall have no further rights or obligations under this article 39 in respect of their shares.
- 39.8 If a Called Shareholder fails to deliver the documents specified in article 39.5 by the Drag Completion Date, any director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any agreement or document as is necessary to effect the transfer of the Called Shareholder’s Shares to the Drag Purchaser (to the extent the Drag Purchaser has, by the Drag Completion Date, put the Company in funds to pay the amounts due for the Called Shareholder’s Shares). The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender his or her share certificate for his or her shares (or a suitable executed indemnity) to the Company. On surrender, he or she shall be entitled to the amount of consideration due to him or her.
- 39.9 Any transfer of shares to a Drag Purchaser pursuant to a sale in respect of which a Drag-Along Notice has been duly served shall not be subject to the pre-emption provisions in article 36.
- 39.10 On any person, following the issue of a Drag-Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a “**New Shareholder**”), a Drag-Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag-Along Notice who shall then be bound to sell and transfer all shares so acquired to the Drag Purchaser and the provisions of this article 39 shall apply (with the necessary changes) to the New Shareholder except that completion of the sale of the shares shall take place immediately on the Drag-Along Notice being deemed served on the New Shareholder.
- 39.11 If an Exit has not occurred prior to the sixth anniversary of the Date of Adoption, subject to and upon receipt of Shareholder Consent, the Company shall appoint a strategic advisor to report to the Board on strategic options for the Company.

40. TAG ALONG

- 40.1 Except in the case of Permitted Transfers, and after going through the pre-emption procedure set out in article 36, the provisions of this article 40 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any Shares (“**Proposed Sale**”) which

would, if carried out, result in any person (other than a founder) ("**Proposed Buyer**"), and any person Acting in Concert with him or her, acquiring more than half of the Shares.

- 40.2 Before making a Proposed Sale, a Seller must procure the making by the Proposed Buyer of an offer (the "**Offer**") to the other Shareholders to acquire all of their shares for a consideration per share the value of which is at least equal to the highest price per share offered or paid by the Proposed Buyer in the Proposed Sale or any related previous transaction in the preceding 12 months.
- 40.3 Each Offer shall be made by written notice (the "**Offer Notice**") at least 10 Business Days before the proposed sale date (the "**Tag-Along Period**"). The Offer Notice must set out the identity of the Proposed Buyer, the purchase price and any other terms and conditions of payment, the proposed sale date and the number of shares proposed to be purchased by the Proposed Purchaser ("**Proposed Sale Shares**").
- 40.4 If any holder of shares is denied the rights accorded to him or her by this article, the Sellers will not be entitled to complete the Proposed Sale and the Company will not register any transfer intended to carry that sale into effect.
- 40.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Tag-Along Period, the completion of the Proposed Sale will be conditional upon the completion of the purchase of all the shares held by that Accepting Shareholder.
- 40.6 If the Offer is not accepted by any Shareholders in writing within the Tag-Along Period, the Proposed Buyer shall be entitled to complete the Proposed Sale with the relevant Seller(s).
- 40.7 Each Proposed Sale is subject to the pre-emption provisions of article 36, but the purchase of the Accepting Shareholders' Shares shall not be subject to those provisions.

41. TRANSMISSION OF SHARES

- 41.1 If title to any shares passes to a transmittee (a "**Representative**"), the Representative shall, as soon as reasonably practicable (and in any event within 30 days of becoming entitled to the shares), notify the directors of their entitlement to the shares and produce to the directors such evidence of entitlement as they may reasonably require.
- 41.2 Upon such notification being given, the Representative shall be obliged to serve a notice offering such shares for sale to the Company or, at the Company's absolute discretion, to the other Shareholders of the Company (and such notice shall be deemed automatically to have been given if such a notice has not been served within 30 days of the Representative becoming entitled to the shares).
- 41.3 The shares shall be offered at their Fair Value (as determined by an Independent Accountant) and shall, to the extent that the shares are offered to the other Shareholders, be offered pro rata to the Shareholders' percentage shareholding and then, to the extent that any shares remain, by way of offer generally. The other Shareholders shall have a period of six months from receipt of the notice to make payment in full to the Representative. To the extent that any shares remain after this period, the Company may, at its discretion, purchase such shares or require that they be transferred to a third party, as notified to the Representative by the Company, in either case for their Fair Value (unless otherwise agreed between the Company and the Representative).

- 41.4 The Shareholders shall give their written consent to and shall procure that the directors shall approve for registration any transfer of the shares made in accordance with article 41.3.
- 41.5 If any transmittee fails to comply with the provisions of this article 35, the Company shall be constituted the agent of any such defaulting transmittee for taking such actions as are necessary to achieve any transfer or repurchase of Shares required under this article 35. In the event such appointment is utilised, any director may execute and deliver on behalf of such defaulting transmittee the necessary documents and the Company may receive any purchase monies due to the defaulting transmittee on trust. The receipt of the Company of any such purchase monies shall be a good discharge by any purchasing Shareholder or third party.
- 41.6 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

DIVIDENDS AND OTHER DISTRIBUTIONS

42. PROCEDURE FOR DECLARING DIVIDENDS

- 42.1 The Company may, with Shareholder Consent, declare or pay any dividends.
- 42.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 42.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 42.4 Unless the Shareholders' resolution to declare or pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of shares on the date of the resolution or decision to declare or pay it. All dividends shall be distributed to among the holders of the Deferred Shares and the Equity Shares so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of the class, and the remainder of the dividends shall be distributed to the holders of the Equity Shares (pari passu as if the Equity Shares constituted one class of share) pro rata to their respective holdings of Equity Shares.
- 42.5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 42.6 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

43. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 43.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the

Distribution Recipient is a holder of the share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the directors may otherwise decide;

- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the Distribution Recipient either in writing or by such other means as the directors decide.

43.2 In the articles, “**the Distribution Recipient**” means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or Bankruptcy, or otherwise by operation of law, the transmittee (but subject to article 35).

44. NO INTEREST ON DISTRIBUTIONS

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

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

45. UNCLAIMED DISTRIBUTIONS

45.1 All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable,

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

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

45.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

46. NON-CASH DISTRIBUTIONS

46.1 Subject to the terms of issue of the share in question, the Company may, with Shareholder Consent on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).

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

- (a) fixing the value of any assets;
- (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

47. WAIVER OF DISTRIBUTIONS

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

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

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

48. DISTRIBUTION IN SPECIE ON WINDING UP

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 Shareholders 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 carried out as between the Shareholders or different classes of Shareholders. 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 Shareholders as he or she with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

49. LIQUIDATION AND EXIT

49.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (the "**Liquidation Surplus**") shall be applied (to the extent that the Company is lawfully permitted to do so):

- (a) first, in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); and
 - (b) second, the balance of the Liquidation Surplus shall be distributed among the holders of the Ordinary Shares pro rata to their respective holdings of Ordinary Shares.
- 49.2 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 49.1 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:
 - (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 49.1; and
 - (b) the Shareholders shall take any action required to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 49.1.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 49.1.

- 49.3 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 49.1 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required so that Article 49.1 applies.

CAPITALISATION OF PROFITS

50. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 50.1 Subject to the articles, the directors may, if they are so authorised by an Ordinary Resolution:
 - (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any of the Company's reserves or funds, including but not limited to the share premium account, capital redemption reserve, merger reserve or revaluation reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.
- 50.2 Capitalised sums must be applied:
 - (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.

- 50.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 50.4 A capitalised sum which was appropriated from profits available for distribution may be applied 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.
- 50.5 Subject to the articles the directors may:
- (a) apply capitalised sums in accordance with article 50.3 and 50.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

51. NOTICE OF GENERAL MEETINGS

Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms of issue of shares they hold, are not entitled to receive such notices from the Company.

52. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 52.1 The Equity Shares shall confer on each holder of Equity Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 52.2 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 52.3 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

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

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

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

53. QUORUM FOR GENERAL MEETINGS

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

54. CHAIRING GENERAL MEETINGS

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

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

(a) the directors present; or

(b) (if no directors are present), the meeting,

must appoint a director or Shareholder to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

54.3 The person chairing a meeting in accordance with this article is referred to as “the chairperson of the meeting”.

55. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

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

55.2 The chairperson of the meeting may permit other persons who are not:

(a) Shareholders of the Company; or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

56. ADJOURNMENT

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

- 56.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 56.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 56.4 When adjourning a general meeting, the chairperson of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 56.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 56.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

57. VOTING: GENERAL

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

58. ERRORS AND DISPUTES

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

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

59. POLL VOTES

59.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or

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

59.2 A poll may be demanded by:

- (a) the chairperson of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

A demand for a poll by a proxy counts, for the purposes of paragraph (c) above, as a demand by a member and, for the purposes of paragraph (d) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise.

59.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairperson of the meeting consents to the withdrawal.

59.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

60. CONTENT OF PROXY NOTICES

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

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

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

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

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

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

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

61. DELIVERY OF PROXY NOTICES

- 61.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 61.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 61.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 61.4 The directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice.

62. AMENDMENTS TO RESOLUTIONS

- 62.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 62.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
 - (a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 62.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

63. CLASS MEETINGS

The provisions of the articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of shares of a class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

PART 5

ADMINISTRATIVE ARRANGEMENTS

64. MEANS OF COMMUNICATION TO BE USED

- 64.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 64.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 64.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

65. WHEN NOTICE OR OTHER COMMUNICATION DEEMED TO HAVE BEEN RECEIVED

Any notice, document or information sent or supplied by the Company to the Shareholders or any of them:

- (a) by post, shall be deemed to have been received 48 hours after it was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;
- (b) by being left at a Shareholder's registered address, or such other postal address as notified by the Shareholder to the Company for the purpose of receiving Company communications, shall be deemed to have been received on the day it was left;
- (c) by electronic means, shall be deemed to have been received at the time of transmission. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the Shareholder for the purpose of receiving communications from the Company shall be conclusive evidence that the notice, document or information was sent; and
- (d) by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website.

66. COMPANY SEALS

- 66.1 Any common seal may only be used by the authority of the directors.
- 66.2 The directors may decide by what means and in what form any common seal is to be used.

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

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

- (a) any director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

67. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

68. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

69. INDEMNITY

69.1 Subject to article 69.4, a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company;
- (b) any liability incurred by that director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); or
- (c) any other liability incurred by that director as an officer of the Company or an associated Company.

69.2 The Company may fund a relevant director's expenditure for the purposes permitted under the Companies Acts and may do anything to enable a relevant director to avoid incurring such expenditure as provided in the Companies Acts.

69.3 No relevant director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

- 69.4 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

70. INSURANCE

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

71. DEFINITIONS

- (a) In articles 69 and 70:
- (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (c) a “**relevant director**” means any director or former director of the Company or an associated Company; and
- (d) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the Company, any associated Company or any pension fund or employees’ share scheme of the Company or associated Company.

FRACTIONAL ENTITLEMENTS

72. FRACTIONAL ENTITLEMENTS

Whenever as a result of a consolidation or subdivision of shares any Shareholders would become entitled to fractions of a share:

- (a) the Company may, round such shares to the nearest whole number; or
- (b) the directors may, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Companies Acts, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the directors may authorise any person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his or her title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.