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DATED

22nd August

2022

TALRUS LIMITED

ARTICLES OF ASSOCIATION

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COMPANY NUMBER: 11868250

Articles of Association

Of

Talrus Limited
(the "**Company**")

(as adopted by written special resolution passed on 2022)

1. ADOPTION OF MODEL ARTICLES

- 1.1 The Model Articles (as defined at Article 2.1) shall apply to the Company, except in so far as they are modified or excluded by or are inconsistent with, these Articles.
- 1.2 Model Articles 8 (*Unanimous decisions*), 11(2) and (3) (*Quorum for directors' meetings*), 13 (*Casting vote*), 14 (*Conflicts of interest*), 44(2) (*Poll votes*), 52 (*Indemnity*) and 53 (*Insurance*) shall not apply to the Company.
- 1.3 Model Article 7 (Directors to take decisions collectively) shall be amended by:
 - 1.3.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.3.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.4 Model Article 20 (*Directors' expenses*) shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.5 Model Article 27(3) (*Transmission of shares*) shall be amended by the insertion of the words ", subject to article 17(2)," after the word "But".
- 1.6 Model Article 29 (*Transmittees bound by prior notices*) shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 1.7 Model Articles 31(a) to (d) (*Payment of dividends and other distributions*) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

2. DEFINITIONS AND INTERPRETATION

- 2.1 The definitions and interpretation provisions set out in this Article 2 apply in these Articles.

Act: the Companies Act 2006.

Agreement Period: has the meaning prescribed in Article 11.4.

A Shares: the A ordinary shares of £0.0001 each in the capital of the Company.

A Shareholder: a registered holder of any A Shares.

A Shareholder Director: the director designated from time to time to hold such position pursuant to Article 17.6

Active Period: in respect of a Transfer Notice, the period from the time of its service until the time when none of the Shareholders has any further rights or duties, directly or indirectly, to that notice.

B Shares: the B ordinary shares of £0.0001 each in the capital of the Company.

B Shareholder: a registered holder of any B Shares.

Bad Leaver: a Relevant Shareholder who is not or does not constitute a Good Leaver.

Board: the board of Directors or the Directors present at a duly convened meeting of Directors in which a quorum is present and acting by resolution duly passed at such a meeting of the Directors or otherwise permitted by these Articles.

Business Days: a day other than a Saturday, Sunday or a day which is a public holiday in England.

Change of Control: in relation to a Shareholder and/or Share Interest Owner being a body corporate or a partnership, shall occur if the person having Control of that Shareholder and/or Share Interest Owner (as applicable) ceases to have such Control, or if another person acquires such Control.

Control: has the meaning prescribed by section 1124 of the Corporation Tax Act 2010 and **Controlled** shall be construed accordingly.

Deemed Transfer Event:

- (a) in relation to a Relevant Shareholder being an individual:
 - a. a petition being presented, or an order being made, for such Relevant Shareholder's bankruptcy; or
 - b. any application to the court being made under section 253 of the Insolvency Act 1986 where such Relevant Shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
 - c. such Relevant Shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or
 - d. such Relevant Shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
 - e. the happening in relation to such Relevant Shareholder in any jurisdiction outside England and Wales of any event analogous to any of the events set out at paragraphs a to d of this definition; or
 - f. such Relevant Shareholder dying; or
- (b) in relation to a Relevant Shareholder being a body corporate:
 - a. a receiver, manager, administrative receiver or administrator being appointed in respect of such Relevant Shareholder or over all or any part of its undertaking or assets; or

- b. such Relevant Shareholder entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
 - c. the happening in relation to such Relevant Shareholder in any jurisdiction outside England and Wales of any event analogous to any of the events set out at paragraphs a and/or b of this limb (b) of this definition; or
 - d. such Relevant Shareholder suffering a Change of Control other than where the acquisition by the acquirer of such Control would have been authorised by the Majority A Shareholder in accordance with Article 9.1; or
 - e. if such Relevant Shareholder is a subsidiary company, any holding company of such Relevant Shareholder suffering a Change of Control other than where the acquisition by the acquirer of such control would have been authorised by the Majority A Shareholder in accordance with Article 9.1; or
- (c) such Relevant Shareholder failing to comply (for whatever reason) with a request for information made accordance with Article 13 (*Provision of Information*); or
 - (d) any encumbrancer taking possession of all or any part of such Relevant Shareholder's assets; or
 - (e) such Relevant Shareholder ceasing to be an employee, consultant (whether in his own right or as a named individual providing consultancy services through a service entity) or a director of any member of the Group and not continuing as either an employee, consultant (whether in his own right or as a named individual providing consultancy services through a service entity) or a director of any member of the Group; or
 - (f) such Relevant Shareholder transferring or otherwise attempting to deal with any Share or any Share Interest in breach of the provisions of these Articles; or
 - (g) such Relevant Shareholder committing a material and/or persistent breach of his obligations under any agreement (including these Articles or any Shareholders' Agreement) to which he is a party in relation to the Shares registered in his name and/or any corresponding Share Interest from time to time; or
 - (h) such Relevant Shareholder committing, colluding, inciting, inducing or otherwise commissioning any act of fraud, embezzlement or dishonesty in connection with the services or the business or affairs of any member of the Group other than as a direct or indirect result or consequence of carrying out any directions, orders, instructions or requests of the Board; or
 - (i) such Relevant Shareholder, being a Director, is disqualified from being a director under the Companies Directors Disqualification Act 1986 (as amended) or by law; or
 - (j) such Relevant Shareholder breaching or knowingly permitting the breach of any statutory regulation applicable to the business of any member of the Group or committing or knowingly permitting the commission of any act or omission which leads or may lead to the loss or otherwise jeopardises the

continuance or application of any accreditation necessary or desirable for the conduct or continuance of such business;

- (k) such Relevant Shareholder is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-institutional sentence is imposed).

Directors: the directors of the Company for the time being, including any directors appointed pursuant to Article 17.2 and **Director** shall be construed accordingly.

EBT: has the meaning prescribed in Article 10.7.2.

Eligible Director: a Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any Director whose vote is not to be counted in respect of the particular matter).

Employment Act: the Employment Rights Act 1996.

Good Leaver: a Relevant Shareholder:

- (a) being a Leaver, whose cessation as an employee, a director or a consultant (whether in his own right or as a named individual providing consultancy services through a service entity) (as the case may be) arises:
 - a. by reason of retirement at normal retirement age (being 65 or such other age as may be agreed between the Company and the Relevant Shareholder with the consent of the Majority A Shareholder), permanent disability or permanent incapacity through ill health; or
 - b. as a result of dismissal from employment or engagement by a member of the Group in circumstances where an employment tribunal or a court of competent jurisdiction from which there is no right of appeal determines such dismissal is in breach of the Relevant Shareholder's terms of engagement or (in the case of an employee only) that such dismissal is wrongful or the actions of the member of the Group constitute constructive dismissal; or
 - c. as a consequence of mutual agreement between the Company and the Relevant Shareholder and with the prior written consent of the Majority A Shareholder

PROVIDED THAT the date on which the Relevant Shareholder ceases to be an employee, a director or a consultant of any member of the Group (as the case may be, and whether in his own right or as a named individual providing consultancy services through a service entity), occurs after the expiry of:

- (i) three years from the date of the adoption of these Articles or, if later,
- (ii) three years from the date on which such Relevant Shareholder became a Shareholder or a Share Interest Owner (unless the Board having first received the prior written consent from the Majority A Shareholder, otherwise agrees to a shorter period than three years).

In the case of the circumstances referred to at paragraph (a)a. of this definition, the expression **permanent disability** or **permanent incapacity through ill health** shall be subject to receipt by the Company of at least two medical reports from independent medical specialists who have determined such Relevant Shareholder to be unable to perform all or substantially all of

his duties as an employee or director of, or consultant to, a member of the Group for a period of at least 12 months; or

- (b) in respect of whom there shall occur an event falling within paragraph (a) of the definition of Deemed Transfer Event within these Articles (i.e. the Relevant Shareholder dying).

Directors: the directors of the Company for the time being, including any directors appointed pursuant to Article 17.2 and the term **Director** shall be construed accordingly.

Group: the Company, any subsidiary of the Company, any company of which the Company is a subsidiary (its holding company) and any other subsidiaries of any such holding company, in each case for the time being, and **member of the Group** or **Group Company** shall mean any of them and the term **Group Companies** shall be interpreted accordingly.

Leaver: a Relevant Shareholder who ceases to be an employee, a director or a consultant (whether in his own right or as a named individual providing consultancy services through a service entity) of any member of the Group.

Majority A Shareholder: whilst any member of the Rcapital Group is the holder of any A Shares, such term means such member of the Rcapital Group (or if more than one, the holder of the majority in number of the issued A Shares) but otherwise the term means the holder for the time being of the majority in number of the issued A Shares.

Model Articles: 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 date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles.

Priority Offerees: has the meaning prescribed in Article 10.7.

Proposing Transferor: has the meaning prescribed to such term in Article 10.1.

Rcapital Group: any one or more of Rcapital Nominees Limited (company number: 05146620), Rcapital Limited (company number: 06375700), Hay Wain Group Limited (company number: 06428948), Hay Wain Holdings Limited (company number: 09911439) or Rcapital Partners LLP (registration number: OC341157) or any company, partnership, limited liability partnership, limited partnership, investment fund or other similar entity Controlled by those presently having Control of Rcapital Nominees Limited and all and any parent and subsidiary undertakings of the above entities from time to time.

Requirement Notice: has the meaning prescribed in Article 11.2.

Relevant Loss: any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to any member of the Group, or any pension fund or employees' share scheme of any member of the Group.

Relevant Officer: has the meaning prescribed in Article 25.1.

Relevant Shareholder: has the meaning prescribed in Article 11.2.

Share: a share in the capital of the Company of whatever class.

Shareholder: a registered holder of Shares (and includes joint holders).

Shareholders' Agreement: any shareholders' agreement (or similar document) in force between the Shareholders and/or Share Interest Owners (in each case any one or more of them) in relation to the Company.

Share Interest: any interest in a Share other than the legal interest.

Share Interest Owner: the holder of a Share Interest.

Transfer Notice: has the meaning ascribed in Article 10.1.

Valuer: a firm of chartered accountants nominated by the Board.

2.2 In these Articles:

- 2.2.1 references to holding company and subsidiary mean a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee;
- 2.2.2 in the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that:
 - 2.2.2.1 references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - 2.2.2.2 the references in section 1159(1)(b) of the Act to the right to appoint or remove a majority of its board of directors is to the right to appoint and remove members holding a majority of the voting rights;
- 2.2.3 words and phrases defined in the Act bear the meanings given to them in the Act unless given a different meaning in these Articles;
- 2.2.4 use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a body corporate, a corporation, a partnership, an unincorporated association and other body or entity; and (in each case) vice versa;
- 2.2.5 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted. This Article 2.2.5 shall not apply to the definition of "**Model Articles**" in Article 2.1;
- 2.2.6 in relation to any Shareholder, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that Shareholder is domiciled, resident, incorporated or carries on business be deemed to

include what most approximates in that jurisdiction to the English legal term concerned;

- 2.2.7 reference to an Article shall be a reference to the Article so numbered in these Articles unless specifically provided otherwise;
- 2.2.8 the headings shall not affect the construction or interpretation;
- 2.2.9 whenever it is desired or necessary for any two or more persons to give any notice, consent or approval in writing, the same may be done by them executing two or more documents either in identical form or adapted only for execution;
- 2.2.10 the courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Articles or otherwise arising between the Company and any of its members (or any former member or any person claiming title or interest under or by virtue of any member or former member) (each a **Disputant**) relating in any way to the past or present or alleged membership of the Company or otherwise under the articles of association for the time being of the Company or under the Act (a **Dispute**), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity;
- 2.2.11 the Company and each Disputant agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary;
- 2.2.12 notwithstanding Articles 2.2.10 and 2.2.11 above, this Article does not prevent the Company from taking proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction. To the extent allowed by law, the Company may take concurrent Proceedings in any number of jurisdictions; and
- 2.2.13 reference to “parent undertaking” and “subsidiary undertaking” is to be construed in accordance with section 1162 (and Schedule 7) of the Act and, for the purposes of this definition, a “subsidiary undertaking” shall include any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security.

3. SHARE CAPITAL

- 3.1 Save as expressly set out in these Articles, the A Shares and B Shares shall rank pari passu in all respects but shall constitute separate classes of Shares.

4. PROCEEDINGS AT GENERAL MEETINGS

- 4.1 Without limiting the power of the Board under section 302 of the Act, the A Shareholder Director may, acting alone, call a general meeting of the Company.
- 4.2 No business shall be transacted at any general meeting of the Company (including any adjourned general meeting) unless a quorum is present. One person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum provided such person is the Majority A Shareholder. Model Article 38 (*Quorum for general meetings*) shall be amended accordingly.

4.3 If within fifteen minutes (or such longer time not exceeding one hour as the chairperson of the meeting may decide to wait) after the time appointed for the holding of the meeting a quorum in accordance with Article 4.2 is not present, or if during the meeting a quorum ceases to be present, the meeting:

4.3.1 if convened on the requisition of Shareholders, shall be dissolved; and

4.3.2 in any other case, shall stand adjourned to the same time and day in the next week or to such other day and at such other time and place as the chairperson of the meeting (or, in default, the Board) may decide. Model Article 41 (*Adjournment*) shall not apply.

4.4 Any Shareholder having the right to receive notice of, attend and vote at a meeting of the Company or the chairperson of such meeting may demand a poll at a general meeting of the Company.

5. VOTING RIGHTS

5.1 Every Shareholder holding one or more Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall except as provided within Article 5.2 have one vote on a show of hands and, subject to Article 5.2, shall have one vote for each Share on a poll. Accordingly, save as otherwise provided in these Articles, each Share shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

5.2 The Majority A Shareholder shall have, in aggregate, such number of votes as shall be required to pass or to reject (as the Majority A Shareholder shall determine) each resolution proposed to the Shareholders whether in a meeting of the Shareholders or by way of written resolution.

6. NEW ISSUES OF SHARES

6.1 Save to the extent authorised by these Articles or authorised from time to time by an ordinary resolution of the Shareholders, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

6.2 Subject to the remaining provisions of this Article 6 (*New Issues of Shares*), the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

6.2.1 offer or allot;

6.2.2 grant rights to subscribe for or to convert any security into; or

6.2.3 otherwise deal in, or dispose of,

any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper.

6.3 The authority referred to in Article 6.2

6.3.1 shall be limited to a maximum nominal amount of £100 or such other amount as may from time to time be authorised by the Company by ordinary resolution;

6.3.2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and

- 6.3.3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the Directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).
- 6.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment by the Company of equity securities (as defined in section 560(1) of the Act).
- 6.5 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities such equity securities shall not be allotted unless the Company has first offered them to all Shareholders on the same terms, and at the same price, as those equity securities are being offered to other persons. Such an offer shall be on a pari passu and pro rata basis to the nominal value of Shares held by those Shareholders (as nearly as possible without involving fractions). The offer:
- 6.5.1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- 6.5.2 may stipulate that any Shareholder wishing to subscribe for a number of equity securities in excess of his proportionate entitlement shall be able, in his acceptance, to state a number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.
- 6.6 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 6.5 shall be used for satisfying any requests for Excess Securities made pursuant to Article 6.5.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the nominal value of Shares held by the applicants immediately before the offer under Article 6.5 was made (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After such allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 6.7 Subject to Articles 6.5 and 6.6 and to section 551 of the Act, any equity securities shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 6.8 Any Shares issued to an A Shareholder shall automatically be designated as A Shares and any Shares issued to a B Shareholder shall automatically be designated as B Shares. Any Shares issued other than to a Shareholder shall be designated as the Board shall determine.

7. VARIATION OF CLASS RIGHTS

- 7.1 If the share capital of the Company is divided into Shares of different classes, any of the rights attached to any class of Shares (notwithstanding that the Company may be in liquidation) may (unless the rights attached to the Shares of the class otherwise provide) be varied or abrogated in any manner, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued Shares of such class or with the sanction of a special resolution passed at a separate

meeting of the holders of such Shares of the class duly convened and held in accordance with these Articles (as if such meeting were a general meeting of the Company).

- 7.2 Subject to the terms of issue of or rights attached to any Shares, the rights or privileges attached to the B Shares shall not be deemed to be varied or abrogated by the creation or issue of any additional A Shares or any Shares which rank *pari passu* with or in priority to the B Shares or of any right to subscribe for, or to convert securities into any A Shares or any Shares which rank *pari passu* with or in priority to the B Shares.

8. SHARE TRANSFERS: GENERAL

- 8.1 In Articles 13 (*Provision of Information*), 9 (*Restrictions on Transfers and Permitted Transfers*), 10 (*Pre-emption Rights on Transfers of Shares*), 11 (*Deemed Transfers*) and 15 (*Drag Along Right*) reference to:

8.1.1 a Share shall be deemed to include a reference to the Share Interest;

8.1.2 **Disposal** shall be deemed to include reference to a transfer, sale, an assignment or any other disposal, the creation of a trust, or the creation of a charge, a lien, or any other encumbrance or any other dealing or the permitting or the existence of, or otherwise agreeing to, such a Disposal; in each case of or in (as applicable) any Share or Share Interest. Reference to **Dispose** shall be construed accordingly.

- 8.2 Without limiting the Majority A Shareholder's rights under Article 9.1 the Board may as a condition for the registration of any transfer of Shares require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the Shareholders and/or Share Interest Owners (in each case, or any one or more of them) in relation to the Company in such form as the Board may require (but not so as to oblige the transferee to accept any obligations or liabilities greater than those imposed upon the Proposing Transferor under such agreement or other document). If any such condition is imposed in accordance with this Article 8.2, the transfer may not be registered until that deed has been executed and delivered by the transferee to the Company's registered office address or to such other address as the Company may notify.
- 8.3 Any transfer of Shares by way of a sale that is required to be made under Articles 11 (*Deemed Transfers*) or 15 (*Drag Along Right*) shall be deemed to include a warranty that the Proposing Transferor sells the Transfer Shares with full title guarantee.

9. RESTRICTIONS ON TRANSFERS AND PERMITTED TRANSFERS

- 9.1 No Shareholder shall Dispose of any Share except:

9.1.1 with the prior written consent of the Majority A Shareholder; or

9.1.2 as required or permitted by Article 11 (*Deemed Transfers*) (including any transfer to Priority Offerees or any onward transfer from an EBT); or

9.1.3 as required or permitted by Article 15 (*Drag Along Right*); or

9.1.4 for a transfer of such Shares in accordance with the provisions of Article 10 (*Pre-emption Rights on Transfers of Shares*),

and the Board shall not register the transfer of any Share unless the transfer is permitted by Articles 9.1.1, 9.1.2, 9.1.3 or 9.1.4.

- 9.2 In determining whether or not to issue consent under Article 9.1.1 the Majority A Shareholder shall act as it considers fit and without any requirement to justify its actions. Any determination to issue consent or to refuse consent in any particular circumstance shall not create any precedent in respect of future consent or refusal to exercise such consent.
- 9.3 Where within these Articles a matter may require the consent of the Majority A Shareholder, any decision whether to exercise such consent shall be taken by the Majority A Shareholder acting by its board of directors without reference to the interests of any specific Share Interest Owner or to any specific group of Share Interest Owners in respect of Shares registered in the name of the Majority A Shareholder and without the requirement on the part of the Majority A Shareholder to seek the approval of, or consult with, such person(s).

10. PRE-EMPTION RIGHTS ON TRANSFERS OF SHARES

Notification of Intention to Transfer

- 10.1 Subject to Article 9.1 a Shareholder proposing to transfer some or all of the Shares registered in his name (**Proposing Transferor**) shall, unless such transfer falls within one of the exceptions in Article 9.1 give notice in writing (**Transfer Notice**) to the Company that he wishes to transfer such Shares (**Transfer Shares**). Such notice shall constitute instructions to the Company (acting by the Board) to act as his agent for the sale of the Transfer Shares at the Offer Price (as defined below) in accordance with this Article 10 (*Pre-emption Rights on Transfers of Shares*). A Transfer Notice shall only be revocable with the consent in writing of the Majority A Shareholder.

Content of the Transfer Notice

- 10.2 A Transfer Notice shall:
- 10.2.1 inform the Company of the proposed transfer of the Transfer Shares (and the number and class of Shares constituting the Transfer Shares);
 - 10.2.2 inform the Company if any person has expressed a bona fide interest in acquiring the Transfer Shares and state the identity of that person;
 - 10.2.3 without limiting the provisions of Article 10.3, state the cash price the Proposing Transferor would be prepared to accept for the Transfer Shares including any price offered pursuant to Article 10.2.4.; and
 - 10.2.4 state all other commercial terms and conditions applicable to any bona fide offer received pursuant to Article 10.2.2.

Offer Price

- 10.3 Save in respect of a transfer pursuant to Article 11 (*Deemed Transfers*), in this Article 10 (*Pre-emption Rights on Transfers of Shares*) the expression "**Offer Price**" shall mean either
- 10.3.1 the amount agreed between the Proposing Transferor and the Board (acting in its absolute discretion) within 5 Business Days of the Company's receipt of the Transfer Notice; or
 - 10.3.2 in default of such agreement, the lower of:
 - 10.3.2.1 any amount set out in the Transfer Notice under Article 10.2.3;
 - and

- 10.3.2.2 the price that the Valuer (acting as expert and not as arbitrator) certifies to be in its opinion the market value of the Transfer Shares, as at the date of the Transfer Notice on the basis of the assumptions set out in Article 11.5. Any reference to the “Shares” in such Article shall be construed as a reference to the Transfer Shares for the purposes of Article 10 (*Pre-emption Rights on Transfers of Shares*). To the extent not provided for in Article 11.5, the Valuer shall be entitled to exercise the powers set out in Article 11.6. The fees and expenses of the Valuer shall be borne equally between the Proposing Transferor (or Relevant Shareholder pursuant to Article 11) (Deemed Transfer) (as applicable) and the Group unless the price is determined by the Valuer to be equal to 110% or less than the highest price offered to the Proposing Transferor or Relevant Shareholder (as applicable) by the Board, in which case the fees and expenses of the Valuer shall be borne solely by the Proposing Transferor or Relevant Shareholder (as applicable). The Company shall be responsible and solely entitled to instruct and refer the matter of valuation to the Valuer. The Valuer’s certificate shall (in the absence of manifest error) be final.

Notification of Offer Price to Proposing Transferor

- 10.4 The Company shall within 10 Business Days after the determination of the Offer Price under Article 10.3 (**Notification Period**) notify the Proposing Transferor of the amount of such Offer Price and (in the case such Offer Price is determined pursuant to Article 10.3.2.2) enclose a copy of the Valuer’s certificate under such Article.

Board Action

- 10.5 The Board shall within 5 Business Days after:
- 10.5.1 in the case of a transfer under Article 10 (*Pre-emption Rights on Transfer of Shares*), the Notification Period; or
 - 10.5.2 in the case of a transfer pursuant to Article 11 (*Deemed Transfers*), the later of the deemed receipt of the Transfer Notice and the determination of the Offer Price under Article 11.4,

serve a copy of that Transfer Notice on all the Shareholders other than the Proposing Transferor and any Shareholder who has served or who is deemed to have served a Transfer Notice in respect of his entire holding of Shares where the sale of such Shares has not been completed. In the case of a Transfer Notice deemed to be given under Article 11 (*Deemed Transfers*), the Board shall similarly serve notice on all the Shareholders (including the Proposing Transferor but not any Shareholder who has served or who is deemed to have served a Transfer Notice in respect of his entire holding of Shares where the sale of such Shares has not been completed) notifying them that the Transfer Notice has been deemed to have been given.

Offer Round

- 10.6 At the same time as a Transfer Notice is served pursuant to Article 10.5, the Majority A Shareholder may require by written notice to the Company (a **Priority Notice**) that

some or all of the Shares specified in such notice (**Priority Shares**) be offered for sale in accordance with Article 10.7.

10.7 If a Priority Notice is given then Article 10.8, or 10.15 shall not apply to the Priority Shares and they shall be offered:

10.7.1 to the Company by way of a share buyback; and/or

10.7.2 to an employment benefit trust set up for the purpose of holding Shares issued on behalf of directors, employees and/or consultants of the Group (**EBT**); and/or

10.7.3 to any person or persons who is or are (an) existing or future director(s) and/or employee(s) of a Group Company (whether as a replacement director or employee); and/or

10.7.4 to any person or persons nominated in writing by the Majority A Shareholder,

(each a **Priority Offeree**) and, in each case, the remaining provisions of this Article 10 shall apply on the basis of and subject to any terms and conditions specified by the Majority A Shareholder or in connection with such Priority Notice and the remaining provisions of this Article 10 shall be construed accordingly.

10.8 At the same time as copies of the Transfer Notice are served on the Shareholders under Article 10.5 subject to any Shares being offered to Priority Offerees pursuant to Article 10.7, the Company shall offer the Transfer Shares to the Shareholders (regardless of what class of Share that they hold) (other than to the Proposing Transferor or any Shareholder who has served or who is deemed to have served a Transfer Notice in respect of his entire holding of Shares where the sale of such Shares has not been completed) in proportion (as nearly as may be) to the nominal value of the Shares held by them respectively (**Proportionate Entitlement**). Every such offer shall be made in writing specifying the number of Transfer Shares offered and shall be accompanied by forms of application for use by the Shareholder in applying for his Proportionate Entitlement and for any Transfer Shares in excess of any such entitlement which he is prepared to purchase. Every such offer shall be open for acceptance in whole or in part within 15 Business Days (**Initial Offer Period**) from the date of its despatch.

Allocation of Transfer Shares to Purchasing Shareholders

10.9 At the expiry of the Initial Offer Period or at any time before the expiry of the Initial Offer Period if the Company has received applications from the Shareholders to acquire all of the Transfer Shares, the Directors shall allocate the Transfer Shares in the following manner:

10.9.1 to each Shareholder who has agreed to purchase Transfer Shares (**Purchasing Shareholder**) there shall be allocated his Proportionate Entitlement or such lesser number of Transfer Shares for which he may have applied;

10.9.2 to the extent that any Shareholder has applied for less than his Proportionate Entitlement, the excess shall be allocated (as nearly as may be) pro-rata to the nominal amount of the existing holdings of Shares of the Shareholders who have applied for any part of such excess provided that any apportionment made under this Article 10.9.2 shall be made so as not to result in any such Shareholder being allocated more Transfer Shares than

he has applied for (any remaining excess being apportioned by applying this Article 10.9.2 without taking account of such Shareholder).

Offer to Nominated Persons

10.10 If all the Transfer Shares are not accepted by a Purchasing Shareholder or Purchasing Shareholders the Board may, within 22 Business Days after the expiry of the Initial Offer Period (**Subsequent Offer Period**), in which applications from Shareholders can be made, nominate any person or persons (which may include the Company itself) to purchase some or all of the Transfer Shares which have not been accepted by that Purchasing Shareholder or those Purchasing Shareholders, but no such person shall be entitled to be nominated unless:

10.10.1 he shall be bound to purchase the Transfer Shares in respect of which he is so nominated no later than the expiry of a period of 15 Business Days after the expiry of the Subsequent Offer Period (**Final Offer Period**) and at the Offer Price; or

10.10.2 in the case of the Company being nominated (whether in respect of Priority Shares or Transfer Shares), the following conditions shall have been satisfied:

10.10.2.1 a resolution shall have been passed pursuant to section 694(2) of the Act approving the terms of a proposed share purchase agreement for the purchase by the Company of the Transfer Shares or the Priority Shares (as applicable) in respect of which it is so nominated from the Proposing Transferor;

10.10.2.2 under the terms of the proposed share purchase agreement the Company would be bound to purchase the Transfer Shares or the Priority Shares (as applicable) in respect of which it is so nominated no later than the expiry of the Final Offer Period and at the Offer Price;

10.10.2.3 the proposed share purchase agreement when executed would impose no additional obligations on the Proposing Transferor other than to sell the relevant Transfer Shares or the Priority Shares (as applicable) to the Company and to the effect that they will be so sold with full title guarantee and free from any encumbrances and third party rights and with all rights attaching to them at the time the agreement is executed;

10.10.2.4 the proposed share purchase agreement complies with and its terms are consistent with the requirements of sections 690 to 736 (inclusive) of the Act (**Buy Back Agreement**); and

10.10.2.5 the Directors shall have resolved that the share purchase agreement be executed by the Company.

10.11 Subject to, and immediately following, the satisfaction of all the conditions set out in Article 10.10.2 the Company and the Proposing Transferor shall execute the proposed Buy Back Agreement.

Notification of Offers and Confirmation of Allocation

10.12 Within 20 Business Days following the expiry of the Initial Offer Period in which applications from Shareholders can be made or, if all the Transfer Shares are not

accepted by a Purchasing Shareholder or Purchasing Shareholders, the expiry of the Subsequent Offer Period, the Board shall notify the Proposing Transferor and all Purchasing Shareholders of the details of the applications which have been made, of the allocations made as between Purchasing Shareholders under Article 10.9 above and of the person or persons nominated under Article 10.10 above and those Transfer Shares which each such person is bound to purchase.

- 10.13 Any sale of Shares effected pursuant to this Article 10 (*Pre-emption Rights on Transfer of Shares*) to a Purchasing Shareholder or a person nominated under Article 10.10 (**Nominated Person**) shall be at the Offer Price.
- 10.14 Subject as provided below in this Article 10.14 the Proposing Transferor shall be bound, upon payment of the Offer Price, to transfer those Transfer Shares which have been accepted by the Purchasing Shareholders to such Purchasing Shareholders and to each Nominated Person (such Purchasing Shareholders and each such Nominated Person being consequently bound to purchase such Transfer Shares) and to deliver the relevant share certificates (or an appropriate indemnity in respect of any lost certificates), and such payment shall be deemed to be made validly if it is made to the Company to be held in trust for the Proposing Transferor against delivery of such transfers and share certificates (or indemnity). In the case of Transfer Shares the subject of a Buy Back Agreement, completion of the sale and purchase of such Transfer Shares shall take place in accordance with the terms of the Buy Back Agreement.

Offer to Third Party Purchaser

- 10.15 If all the Transfer Shares are not accepted by a Purchasing Shareholder or Purchasing Shareholders or by a Nominated Person or Nominated Persons, the Proposing Transferor may, within 22 Business Days (**Third Party Offer Period**) after the date on which he received notification under Article 10.12, transfer all (but not some) of the remaining Transfer Shares not otherwise accepted under the foregoing procedure, to one or more persons, whether or not they are Shareholders (**Third Party Purchaser**), on a bona fide sale at a price per Transfer Share not less than the Offer Price **PROVIDED THAT:**
- 10.15.1 the Majority A Shareholder approves in writing of the Third Party Purchaser acquiring the relevant Transfer Shares and the Proposing Transferor and Third Party Purchaser shall each at his own expense provide such information as may be required by the Majority A Shareholder in determining whether or not the Majority A Shareholder approves of the Third Party Purchasing acquiring the relevant Transfer Shares;
- 10.15.2 there are no collateral agreements which make the arrangement more favourable to the Third Party Purchaser;
- 10.15.3 the transfer takes place within the Third Party Offer Period;
- 10.15.4 the Proposing Transferor and the Third Party Purchaser shall each provide to the Board, at his own expense, any information and evidence requested in writing by the Company for the purpose of determining whether the proposed transfer to the Third Party Purchaser complies with the terms of this Article 10.15; and
- 10.15.5 the Third Party Purchaser shall, prior to the transfer, enter into a deed agreeing to be bound by the terms of any Shareholders' Agreement in such form as the Directors may require in accordance with Article 8.2.

Miscellaneous

- 10.16 If the Proposing Transferor, having become bound to transfer the Transfer Shares pursuant to Article 10.14, fails to transfer such Transfer Shares, the Proposing Transferor shall be deemed to have irrevocably and unconditionally appointed any person nominated for the purpose by the Directors to be its agent and/or attorney to execute all necessary instrument(s) of transfer of such Transfer Shares on the Proposing Transferor's behalf, against receipt by the Company (on trust for such Proposing Transferor) of the purchase price payable for the Transfer Shares, and to deliver such instrument(s) of transfer to the transferee as the holder thereof. The Company shall (subject to the instrument being stamped with any required stamp duty) cause the transferee to be registered as the holder of such Transfer Shares. The Company shall not be bound to earn or pay interest on any money held on trust for such Proposing Transferor and shall not pay such money to the Proposing Transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application of such money, and after the name of the transferee has been entered in the register of members in purported exercise of the above-mentioned power the validity of the proceedings shall be unchallengeable.
- 10.17 If the Proposing Transferor, having become bound to execute a Buy Back Agreement, fails to do so, the secretary of the Company or any Director (who is (as security for the performance of the Proposing Transferor's obligations) irrevocably and unconditionally appointed as the agent and/or attorney of the Proposing Transferor for the purpose) may execute and deliver the Buy Back Agreement, and receive the purchase money due in respect of it, on the Proposing Transferor's behalf. The receipt of the secretary or, if applicable, any Director for such purchase money shall be a good discharge to the Company and the Company shall be entitled to treat the Buy Back Agreement as completed against such receipt. The secretary or, if applicable, the relevant Director shall hold such purchase money on trust for the Proposing Transferor but shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until the Proposing Transferor shall have delivered to the Company his share certificates (or an appropriate indemnity in respect of any lost certificates) relating to the Transfer Shares the subject of the Buy Back Agreement.
- 10.18 A transfer of Transfer Shares made pursuant to this Article 10 (*Pre-emption Rights on Transfer of Shares*) to a Purchasing Shareholder or Purchasing Shareholders or to a Nominated Person or Nominated Persons, Third Party Purchaser or Third Party Purchasers shall be on terms that the Proposing Transferor shall transfer the whole of the legal and beneficial title to such Shares free from all charges, liens and encumbrances and other third party rights and (without limiting the provisions of Article 8.3) together with all rights, title and interest in such Shares in existence at the date of transfer and which may arise afterwards.
- 10.19 Any Share transferred to a:
- 10.19.1 Shareholder holding A Shares shall be reclassified as an A Share; and
 - 10.19.2 Shareholder holding B Shares shall be reclassified as a B Share; and
 - 10.19.3 a person who is not a Shareholder shall be designated as the Board shall determine.

11. DEEMED TRANSFERS

11.1 Any Shareholder who becomes aware of the occurrence of a Deemed Transfer Event (either in respect of himself, a Share Interest Owner of the Shares held by such Shareholder, another Shareholder or a Share Interest Owner of the Shares held by such other Shareholder) shall promptly notify the Company in writing of that Deemed Transfer Event. In this Article the expression **Relevant Date** means, in relation to a Deemed Transfer Event, the date on which the Company actually became aware of such Deemed Transfer Event.

11.2 After the happening of a Deemed Transfer Event in respect of a Shareholder or a Share Interest Owner, unless directed otherwise in writing by the Majority A Shareholder, the Board may serve written notice (**Requirement Notice**) on that Shareholder or, if any or all of the Shares held by that Shareholder at the time of the Deemed Transfer Event are then held by another person, on the holder(s) of such Shares (each, a **Relevant Shareholder**) and the Company requiring the Relevant Shareholder to offer all his Shares for transfer pursuant to Article 10 (*Pre-emption Rights on Transfers of Shares*). A Requirement Notice may not be served more than once on a Relevant Shareholder in respect of the same Deemed Transfer Event, and shall be deemed to constitute the Company as agent of the Relevant Shareholder and shall be irrevocable.

11.3 Immediately upon a Requirement Notice being served, the Relevant Shareholder shall be deemed to have served a Transfer Notice under Article 10 (*Pre-emption Rights on Transfer of Shares*) in respect of all the Shares which are then registered in his name and Article 10 (*Pre-emption Rights on Transfer of Shares*) shall take effect accordingly, except that:

11.3.1 in the case of a Good Leaver, the Offer Price shall be the market value; and

11.3.2 in the case of a Bad Leaver, the Offer Price shall be £1.00.

11.4 In this Article 11 (*Deemed Transfers*) the expression “**market value**” means such sum per Share representing the market value of each of the Relevant Shareholder's Shares as may be:

11.4.1 agreed within 10 Business Days after the service of a Requirement Notice or such other period as may be agreed between the Relevant Shareholder and the Board in writing and approved by the Majority A Shareholder in writing (**Agreement Period**); or

11.4.2 failing any such agreement (for whatever reason) such sum per Share as may be determined and certified by the Valuer to be the market value of each such Share on the basis of the assumptions set out in Article 11.5.

The Valuer shall act as experts and not as arbitrators in so determining and certifying and their decision shall (in the absence of manifest error) be final. The Company shall be responsible for referring any valuation to the Valuer within 10 Business Days after the expiry of the Agreement Period if no agreement is reached between the Relevant Shareholder and the Board on the market value of the Relevant Shareholder's Shares. The Company shall be responsible and solely entitled to instruct and refer the matter of valuation to the Valuer.

11.5 The market value for any relevant Share comprised in a Requirement Notice shall be the price per Share determined by the Valuer on the following basis and assumptions:

- 11.5.1 the sale is to be on an arm's length basis between a willing buyer and a willing seller;
- 11.5.2 valuing each Share as a proportion of the total value of all of the issued Shares taking into account whether such Share(s) constitute a majority or minority interest and the rights and restrictions attached to such Shares;
- 11.5.3 if the Company is carrying on business as a going concern, on the assumption that it will continue to do so; and
- 11.5.4 the sale of such Share(s) is taking place on the date the Valuer was required to determine the market value.
- 11.6 To the extent not provided for by Articles 11.4 and 11.5, the Valuer may, in its reasonable discretion, determine such other procedures to assist with the valuation of the market value as it considers just or appropriate, including (to the extent it considers necessary) instructing professional advisers to assist it in reaching its valuation.
- 11.7 The costs and expenses of the Valuer shall be paid by the Relevant Shareholder if the market value of the Relevant Shareholder's Shares as determined by the Valuer is 110 per cent or less of the highest price (if any) proposed to the Relevant Shareholder by the Board as the market value of the Relevant Shareholder's Shares before the Valuer was instructed. Otherwise, the Valuer shall act at the cost and expense of the Company and the Relevant Shareholder equally or in such proportions as determined by the Valuer.
- 11.8 If a Relevant Shareholder fails for any reason (including death) to transfer any Shares when required pursuant to this Article 11 (*Deemed Transfers*), the Board may authorise any Director (who shall be deemed to be irrevocably appointed as the agent and/or attorney of the Relevant Shareholder with full power and authority) to approve, sign and execute any agreements, documents and/or instruments and undertake any action on the Relevant Shareholder's behalf which the Company considers necessary in order for the Relevant Shareholder to give effect to the transfer of any Shares pursuant to this Article 11 including any agreement containing customary title and capacity warranties from the Relevant Shareholder in respect of such Shares. The Company may receive the purchase money for such Shares and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the transferee of the Shares as the holder of such Shares. The Company shall hold such purchase money in a separate bank account on trust for the Relevant Shareholder but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the transferee of the Shares who shall not be bound to see to the application of it, and after the name of the transferee has been entered in the register of Shareholders in purported exercise of the power conferred by this Article 11.8 the validity of the proceedings shall not be questioned by any person.
- 11.9 The authority given pursuant to Article 11.8 shall be irrevocable and is given by way of security for the performance of the obligations of a Relevant Shareholder under this Article 11 and Article 10.
- 11.10 Any Requirement Notice served during the Active Period of a previous Transfer Notice relating to all or any of the same Shares shall prevail and upon such service such Transfer Notice shall immediately cease to have effect.

- 11.11 A reference to a "Shareholder" in the definition of Deemed Transfer Event shall include reference to a joint holder of Shares and/or joint Share Interest Owner. If a Relevant Shareholder holds Shares jointly then the provisions of this Article 11 (*Deemed Transfers*) shall extend to all the jointly held Shares and to all the joint holders of such Shares.
- 11.12 If at any time a Relevant Shareholder shall acquire any Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him or the Share Interest Owner which the Relevant Shareholder holds such Shares for prior to the Relevant Date, then the provisions of this Article 11 shall apply equally to such Shares and, in respect of such Shares only, any reference to "Relevant Date" in or in connection with this Article 11 shall be deemed to be a reference to the date on which the Relevant Shareholder acquired such Shares.
- 11.13 A dispute as to whether 11.3.1 or 11.3.2 apply to a Relevant Shareholder's Shares shall not affect the validity of a Requirement Notice but any person who acquires any of such shares (each being a "Buyer") pursuant to a Requirement Notice while such a dispute is continuing shall pay to the Relevant Shareholder the amount set out in Article 11.3.2 and shall pay to the Company an amount equal to the difference between the highest price proposed by the Board for the Relevant Shareholder's Shares pursuant to Article 11.4.1 and the amount specified in Article 11.3.2. The Company shall hold that amount in a separate bank deposit account as trustee but the Company shall not be bound to earn or pay interest on any money so held. The Company shall pay over the amount held in such separate bank account together with any interest earned thereon upon the final determination of the dispute:
- 11.13.1 to the Buyer(s) in the case of a Bad Leaver. Where there is more than one Buyer, then the Company shall repay the relevant amount received by it from each Buyer together with any interest earned thereon; and
- 11.13.2 to the Relevant Shareholder in the case of a Good Leaver
- provided always that if the Relevant Shareholder and the Buyer(s) otherwise agree in writing and notify such agreement to the Company, it shall hold and deal with the monies paid into such account and interest earned thereon as such agreement and notice may specify even though the issue of whether the Relevant Shareholder was a Good Leaver or a Bad Leaver has not been resolved.
- 11.14 The Majority A Shareholder may at any time by written notice to the Company direct the Company to waive the provisions of this Article 11 (*Deemed Transfers*) in respect of any Relevant Shareholder.
- 12. PURCHASE OF OWN SHARES**
- 12.1 Subject to the Act, but without prejudice to any other provision of these Articles, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of:
- 12.1.1 £15,000; and
- 12.1.2 the value of 5% of the Company's share capital.
- 12.2 Subject to the remaining provisions of this Article 12 (*Purchase of Own Shares*), on a purchase or redemption of Shares under Part 18 of the Act, the Company may:
- 12.2.1 deal with such Shares in accordance with section 706 of the Act;
- 12.2.2 in the case of such Shares being purchased:

12.2.2.1 out of the Company's distributable profits; or

12.2.2.2 pursuant to Article 12.1

hold such Shares (or any of them) in treasury;

12.2.3 deal with any of such Shares, at any time, in accordance with section 727 of the Act; or

12.2.4 cancel any of such Shares, at any time, in accordance with section 729 of the Act.

12.3 Where the Company may determine to deal with Shares held in treasury the provisions of Articles 9 (*Restrictions on Transfers and Permitted Transfers*) and 10 (*Pre-emption Rights on Transfers of Shares*) and 11 (*Deemed Transfers*) shall not apply to any such dealing and such Shares shall be treated as if they were an allotment of equity securities in respect of which the Company shall be entitled to deal with such Shares as it deems appropriate free from any and all rights of pre-emption.

13. PROVISION OF INFORMATION

13.1 To enable the Board and/or the Company to determine whether or not there has been a transfer of any Share and/or any Share Interest, the A Shareholder Director may from time to time require any Shareholder to provide the Company with such information (by way of sworn statement if so requested) and evidence as the A Shareholder Director may require for such purpose. If a Shareholder fails to provide information or evidence in respect of any Share registered in his name (or in respect of any corresponding Share Interest to such Share) to the satisfaction of the A Shareholder Director within 10 Business Days of its request, the Board may serve a Requirement Notice on the Shareholder in question. If such Requirement Notice is so served, the provisions of Article 11 (*Deemed Transfers*) shall apply.

14. DISENFRANCHISEMENT

14.1 On the occurrence of a Deemed Transfer Event, the Shares registered in the name of the Relevant Shareholder or in respect of the Share Interest Owner such Shareholder represents shall carry no rights whatsoever (whether as to voting, dividend or otherwise) unless and until the breach is remedied to the satisfaction of the Majority A Shareholder (where the breach is capable of remedy) or such Shares are transferred pursuant to Article 11 (*Deemed Transfers*) unless the Majority A Shareholder exercises (at its total discretion) its right under Article 11.14.

15. DRAG ALONG RIGHT

15.1 Notwithstanding any of the other provisions of these Articles, the Majority A Shareholder (**Calling Shareholder**) shall have the right at any time to require all of the other Shareholders (**Recipient Shareholders**) by notice in writing to them (**Call Notice**) to sell all of the Shares held by the Recipient Shareholders (**Called Shares**) to any person (**Purchaser**) to whom the Calling Shareholder proposes to sell all of its Shares (any such proposal being deemed to be permitted for the purposes of Article 9.1.3) in accordance with the provisions of this Article 15 (*Drag Along Right*).

15.2 The Call Notice shall specify:

15.2.1 that the Recipient Shareholders are required to transfer all of their Called Shares pursuant to this Article 15(*Drag Along Right*);

15.2.2 the person to whom the Called Shares are to be transferred;

- 15.2.3 the purchase price payable for the Called Shares, which shall, for each Called Share, be an amount at least equal to the price per Share offered by the Purchaser for the Calling Shareholder's Shares; and
- 15.2.4 the proposed date of completion of the transfer of the Called Shares.
- 15.3 The proposed sale of Shares (including, but not limited to the Called Shares) in accordance with the provisions of this Article 15 (*Drag Along Right*) shall not be subject to the pre-emption provisions set out in Article 10 (*Pre-emption Rights on Transfers of Shares*).
- 15.4 On or before the completion date of the transfer of the Called Shares, the Recipient Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or an indemnity for lost share certificate in such form as the Company may require) to the Company.
- 15.5 On or as soon as reasonably practicable following the completion date of the transfer of the Called Shares, the Company shall procure the payment to the Recipient Shareholders, on behalf of the Purchaser, the amounts due pursuant to Article 15.2.3 to the extent that the Purchaser has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Purchaser. The Company shall hold the amounts owed to the Recipient Shareholders in trust in accordance with Article 15.10.
- 15.6 Subject to compliance with Article 15.1, if a Call Notice is served, all the Recipient Shareholders shall be bound to proceed with the sale of all their Called Shares on the terms and subject to the conditions notified in the Call Notice.
- 15.7 Neither the Calling Shareholder nor the Recipient Shareholders shall complete the sale of Shares (including, but not limited to the sale of the Called Shares) to the Purchaser unless the Purchaser shall complete the purchase of all the Shares then held by both the Calling Shareholder and the Recipient Shareholders simultaneously.
- 15.8 The Calling Shareholder may revoke a Call Notice at any time prior to completion of the sale by the Recipient Shareholders of the Called Shares and any such revocation shall be without any liability to the Recipient Shareholders or the Company.
- 15.9 Completion of the sale of the Called Shares to be sold by the Recipient Shareholders shall take place on the same date as the date of actual completion of the sale of the Shares being sold by the Calling Shareholder unless all of the Recipient Shareholders and the Calling Shareholder agree otherwise.
- 15.10 If any Recipient Shareholder fails to agree to sell or complete the sale of or make any required election in respect of any sale of any Shares as he is bound to do in accordance with this Article 15 (*Drag Along Right*), such Recipient Shareholder shall be deemed to have irrevocably and unconditionally appointed any person nominated for the purpose by the Calling Shareholder to be his agent and/or attorney (as security for the performance of the defaulting Shareholder's obligations) to execute all necessary agreements, deeds and other documents necessary to give effect to the sale on the terms and conditions notified in the Call Notice, to make any such election on his behalf (in such manner as the agent/attorney in his absolute discretion shall think fit) and to execute the necessary instrument of transfer of his Shares and may deliver such transfer on his behalf and the Company may receive the purchase consideration and shall upon receipt of such consideration (subject to such instrument being stamped with any required stamp duty) cause the transferee to be registered as the holder of the Shares being

transferred and shall hold such purchase consideration on trust for the defaulting Recipient Shareholder. The Company shall not be bound to earn or pay interest on any purchase consideration so held and shall not deliver such purchase consideration to any defaulting Recipient Shareholder until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase consideration shall be a good discharge to the transferee who shall not be bound to see to the application of such money, and after the name of the transferee has been entered in the register of Shareholders in purported exercise of such power the validity of the proceedings shall be unchallengeable.

- 15.11 Following the issue of a Call Notice upon any person exercising a pre-existing option to acquire Shares or exercising a conversion right in respect of any convertible security of the Company (a **New Shareholder**), a Call Notice shall be deemed to have been served as the New Shareholder on the same terms as the previous Call Notice. The New Shareholder shall then be bound to sell and transfer all Shares (together with the corresponding Share Interest) acquired by him to the Purchaser (or as the Purchaser may direct) and the provisions of this Article 15 shall apply with the necessary amendments to the New Shareholder, except that completion of the sale of the Shares shall take place on the completion date or immediately upon the New Shareholder becoming a Shareholder, if later.
- 15.12 For the purposes of this Article 15 (*Drag Along Right*), a “**sale**” shall include a disposal of Shares where the consideration is to be provided wholly or partly in securities or any other non-cash consideration and the expressions “**sell**”, “**purchase**” and “**Purchaser**” shall be construed accordingly.

16. LIEN

- 16.1 The Company shall have a first and paramount lien on every Share, whether fully paid or not, registered in the name of any person, whether as a sole or joint holder, indebted to the Company for all moneys payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future and whether in respect of that Share or not. The Company's lien, if any, on a Share shall extend to any amount payable in respect of it. The registration of a transfer of a Share shall not operate as a waiver of any lien of the Company on such Share.
- 16.2 The Company's lien over a Share:
- 16.2.1 takes priority over any third party's interests in that Share; and
- 16.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- 16.3 The Directors may resolve with the prior written consent of the Majority A Shareholder to exclude any Share or any amount payable in respect of a Share from the application of this Article 16 (*Lien*).
- 16.4 The Company may determine to exercise its lien at any time by giving the holder of the relevant Share(s) not less than 5 Business Days' notice of its intention and requiring all monies subject to such lien (or such as may be specified by the Company in such notice) to be paid in full within such period.
- 16.5 All Shares sold on the enforcement of the Company's lien shall be offered in accordance with Article (*Deemed Transfers*) as if a Requirement Notice were

deemed given in respect of such Shares. The Company shall be entitled to deduct from the proceeds of sale of such Shares all costs and expenses incurred by it in the enforcement of its lien, following which the net proceeds of sale shall be applied firstly in payment of so much of the sum for which the lien exists as was due as at the date the Company gave notice in accordance with Article 16.4 and thereafter to the relevant Shareholder registered as owner of the Shares prior to such sale, but only after the certificate for the Shares has been surrendered to the Company for cancellation, or an indemnity in a form satisfactory to the Directors has been given for any lost certificate(s).

- 16.6 A statutory declaration by a Director stating that the declarant is a Director and that a Share has been sold to satisfy the Company's lien on a specified date:

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

16.6.2 subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute good title to the Share.

17. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 17.1 Unless otherwise determined by ordinary resolution, the minimum number of Directors shall be one.

- 17.2 The Majority A Shareholder shall have the right from time to time and at any time to:

17.2.1 appoint any person or persons as a Director or Directors; and

17.2.2 remove any person as a Director, whether or not such person was appointed as a Director by the Majority A Shareholder pursuant to Article 17.2.1.

Any such appointment or removal shall be effected by an instrument in writing signed by an authorised signatory on the Majority A Shareholder's behalf and shall take effect when delivered to the registered office of the Company or to the secretary of the Company or when produced at a meeting of the Directors.

- 17.3 Model Article 18 shall be amended by the inclusion of the words "notification of the director's removal is received by the Company from the Majority A Shareholder pursuant to Article 17.2" as a new paragraph (g) at the end of that Model Article.

- 17.4 Upon written request by the Majority A Shareholder, the Company shall procure that any person so nominated by the Majority A Shareholder is forthwith appointed as a director of such member of the Group as shall be indicated in such request. The Company shall remove such person so appointed upon a written request to such effect from the Majority A Shareholder.

- 17.5 Every Director appointed pursuant to Article 17.2 or Article 17.4 shall hold office until he is either removed in the manner provided by Article 17.2 or Article 17.4 (as the case may be) or dies or vacates office pursuant to Model Article 18 (*Termination of director's appointment*).

- 17.6 The Majority A Shareholder shall have the right at any time and from time to time, by instrument in writing delivered to the Company or to the secretary of the Company or produced at a meeting of the Directors to:

17.6.1 designate any Director appointed by it pursuant to Article 17.2 as being the Director who shall constitute the A Shareholder Director; and

- 17.6.2 to remove such designation (whether or not in conjunction with the designation of an alternative Director to such position).
- 17.7 The Directors may, with the consent of the A Shareholder Director (or if no person shall have been designated to hold such position, with the consent of the Majority A Shareholder) appoint any person as chairperson of the Board. The chairperson shall not have a casting vote.
- 17.8 If the A Shareholder Director is appointed chairperson of the Board, such A Shareholder Director shall (subject to Article 22 (*Voting Rights of Directors*)) be entitled to exercise the enhanced voting rights set out in Article 22.1.2 however, the A Shareholder Director shall not be entitled to a casting vote in respect of his role of chairperson.
- 17.9 If the chairperson for the time being is unable to attend any meeting of the Board, the A Shareholder Director (or if no person shall have been designated to hold such position, the Majority A Shareholder) shall be entitled to appoint a Director previously nominated pursuant to Article 17.2 to act as chairperson at the meeting.
- 17.10 In addition to the power to nominate a Director pursuant to Article 17.2, the Majority A Shareholder shall from time to time have the right to nominate one person to be an observer, who shall be entitled to receive notice of all meetings of Directors and of all directors meetings of other companies in the Group together with copies of all board papers as if he were a Director or a director of each such member of the Group and to attend, propose resolutions and speak at, but not vote at, any meeting of the Directors and any meeting of the directors of each member of the Group.
- 17.11 Any person holding office as a Director (other than a director nominated pursuant to Article 17.2) who is at any time an employee of or consultant (whether in his own right or as a named individual providing consultancy services through a service entity) to the Company or of any member of the Group shall automatically vacate such office if:
- 17.11.1 he ceases (for whatever reason) to be an employee of or a consultant (whether in his own right or as a named individual providing consultancy services through a service entity) to the Company or of any member of the Group; or
- 17.11.2 his employer or principal ceases to be a member of the Group (whether or not he ceases to be its employee or consultant (whether in his own right or as a named individual providing consultancy services through a service entity)
- unless in conjunction with such cessation, such person is otherwise appointed as or continues to be an employee of or consultant (whether in his own right or as a named individual providing consultancy services through a service entity) to, the Company or of another continuing member of the Group.

18. PROCEEDINGS OF DIRECTORS

- 18.1 Decisions of the Directors may be taken:
- 18.1.1 at a Directors' meeting; or
- 18.1.2 in the form of a Directors' written resolution.

- 18.2 Any Director may propose a Directors' written resolution. A Directors' written resolution is proposed by giving written notice of the proposed resolution to the Directors.
- 18.3 Notice of a proposed Directors' written resolution must be given to each Director and must indicate:
- 18.3.1 the proposed resolution; and
- 18.3.2 the time by which it is proposed that the Directors should adopt it.
- 18.4 A proposed Directors' written resolution is adopted without need for a meeting of the Directors, when each Director who would be entitled to vote on the matter at a meeting of Directors has signed one or more copies of it or otherwise has responded in writing in a manner which clearly identifies the proposed written resolution to which such response is given, confirming agreement to such Directors' written resolution.
- 18.5 It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 18.6 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting properly called and quorate in accordance with the Articles.
- 18.7 No business of the Company shall be transacted at a meeting of the Board unless at least 24 hours' notice of the meeting has been given to each of the Directors except with the prior written consent of the A Shareholder Director or Majority A Shareholder when meetings of the Board may take place on shorter notice.
- 18.8 Subject to Article 22 (*Voting Rights of Directors*), questions arising at a meeting of the Board shall be decided by a majority of votes.
- 18.9 Proceedings of committees of the Board shall be conducted in accordance with the regulations prescribed by the Board (if any). Subject to those regulations, such proceedings shall be conducted in accordance with applicable provisions regulating the proceedings of the Board. Where the Board resolves to delegate any of its powers, authorities and discretions to a committee and such resolution states that the committee shall consist of any one or more Directors, it shall not be necessary to give notice of a meeting of such committee to any Directors other than the Director or Directors who form the committee.
- 18.10 All acts done in good faith by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director, an alternate director or a committee member shall, notwithstanding that it may be discovered afterwards that there was a defect in the appointment of any person so acting or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, alternate director or committee member and entitled to vote.
- 18.11 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the

largest group of those participating is assembled or, if there is no group that is larger than any other group, where the chairperson then is.

- 18.12 Save with the consent of the A Shareholder Director the Board shall not delegate any of its powers to a committee.

19. DIRECTORS' ARRANGEMENTS AND TRANSACTIONAL INTERESTS

- 19.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

19.1.1 may be a party to, or otherwise interested in, any transaction or arrangement (whether proposed or otherwise) with the Company or in which the Company is otherwise (directly or indirectly) interested;

19.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

19.1.3 shall be entitled to count in the quorum and vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

19.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

19.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

19.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

- 19.2 The provisions of Article 19.1.1 to 19.1.6 (inclusive) are subject, where applicable, to any terms and conditions imposed by the Directors in accordance with Article 20.3. Nothing within this Article 19.2 shall limit the rights of the A Shareholder Director under Article 20(*Authorisation of Directors' Conflicts of Interest*).

20. AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST

- 20.1 The Directors may, in accordance with the requirements set out in this Article 20 authorise (an **Authorisation**) any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

- 20.2 Any Authorisation under Article 20 (*Authorisation of Directors' Conflicts of Interest*) will be effective only if:
- 20.2.1 the matter in question shall have been proposed by a Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or otherwise in such alternative manner as the Directors may determine;
 - 20.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 20.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 20.3 Any Authorisation of a Conflict under Article 20 (*Authorisation of Directors' Conflicts of Interest*) may (whether at the time of giving the authorisation or subsequently):
- 20.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 20.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict. This Article 20.3.2 shall not apply in the case of the A Shareholder Director and any other Director(s) appointed by the Majority A Shareholder;
 - 20.3.3 subject to Article 20.4 and without limiting the rights of the A Shareholder Director in Article 20.7, impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the A Shareholder Director thinks fit;
 - 20.3.4 without prejudice to Article 20.8, provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence.
- 20.4 Where it is the intention of the Directors to impose a condition on the A Shareholder Director or any other Director(s) appointed by the Majority A Shareholder pursuant to Article 20.3, such condition shall firstly be approved in writing by the Majority A Shareholder acting at the Majority A Shareholder's absolute discretion. Failure to obtain such approval shall invalidate any condition and shall give to the Majority A Shareholder the right (but not obligation) to specify in writing any alternative condition.
- 20.5 The Directors may revoke or vary such Authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such Authorisation.
- 20.6 It is recognised that:
- 20.6.1 the A Shareholder Director may have shareholder(s) and/or officer(s) and/or employees and/or consultants ; and/or
 - 20.6.2 the A Shareholder Director and any of the persons set out in Article 20.6.1 may have connected persons (within the meaning of section 252 of the Act); and/or

- 20.6.3 any other Director(s) appointed by the Majority A Shareholder from time to time
- in each case who:
- 20.6.3.1 are employees, consultants, directors, members, representatives, partners or other officers of: other members of the Group, the Rcapital Group, a Shareholder and/or an affiliate of such entities (each an **Associated Entity** and together **Associated Entities**);
 - 20.6.3.2 may be taken to have, through previous or existing dealings, a commercial relationship with one or more Associated Entities;
 - 20.6.3.3 may be directors and/or officers of, or are employed by, or otherwise involved in the business of other entities in which one or more Associated Entities has or may have an interest from time to time;
 - 20.6.3.4 may be directors and/or officers of, and/or be employed by, or otherwise involved in the business of other entities who may from time to time provide to any member of the Group loans, funding or other forms of finance whether secured or unsecured;
- 20.6.4 the A Shareholder Director and/or any other Director(s) appointed by the Majority A Shareholder from time to time may be an employee, consultant, director, member, representative, partner or other officer of one or more Associated Entities;
- 20.6.5 the A Shareholder Director and/or any other Director(s) appointed by the Majority A Shareholder from time to time may be taken to have, through previous or existing dealings, a commercial relationship with one or more Associated Entities;
- 20.6.6 the A Shareholder Director and/or any other Director(s) appointed by the Majority A Shareholder from time to time may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities in which one or more Associated Entities has or may have an interest from time to time;
- 20.6.7 the A Shareholder Director and any other Directors appointed by the Majority A Shareholder from time to time may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities who may from time to time provide to any member of the Group loans, funding or other forms of finance whether secured or unsecured; and
- 20.6.8 the A Shareholder Director and any other Directors appointed by the Majority A Shareholder from time to time shall not, by reason of its/their/his office, be accountable to the Company for any benefit (whether direct or indirect) which it/they/he derives or which may be derived by any of the persons set out at Article 20.6.1 from any such other directorship, membership, office, employment, relationship or involvement with any such Associated Entity or with any entity referred to in Articles 20.6.6 and/or 20.6.7.

and it/they/he shall not be in breach of the duties it/they/he owes to the Company as a result of any Conflict which arises from the relationships contemplated by this Article, including, but not limited to, proposals for financing or otherwise promoting the business of (whether in competition with any other member of the Group or not) any such other entity. Accordingly, no further Authorisation under Article 20.1 shall be necessary in respect of any such interest.

20.7 In circumstances where there exists a Conflict in respect of the A Shareholder Director and/or any other Director(s) appointed by the Majority A Shareholder and notwithstanding any other provision of these Articles, the A Shareholder Director and/or the relevant other Director(s) appointed by the Majority A Shareholder shall:

20.7.1 be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict relates;

20.7.2 not be excluded from those parts of meetings of the Directors or meetings of a committee of the Directors at which matters to which the Conflict relates are discussed.

20.8 Any information the A Shareholder Director and/or the relevant Director appointed by the Majority A Shareholder obtains, other than in his/it capacity as a Director or employee of the Company, which is confidential in relation to an entity referred to in Article 20.6, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence

20.9 A Director, notwithstanding his office, may be a partner, director (or because of the fiduciary relationship established by reason of being a Director) or other officer of, employed or engaged by, or otherwise interested (including by the holding of shares in) in his appointor(s) and/or any member of the Group and no further Authorisation under Article 20.1 shall be necessary in respect of any such interest.

20.10 The A Shareholder Director and any other Director(s) appointed by the Majority A Shareholder shall be entitled from time to time to disclose to it/his/their appointor(s) such information concerning the business and affairs of the Company as it/he/they shall at its/his/their discretion see fit.

20.11 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with or is otherwise authorised by these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

21. QUORUM FOR DIRECTORS MEETINGS

21.1 Subject to Article 21.3, the quorum at any meeting of the Board (including adjourned meetings) shall be at least the A Shareholder Director (or his duly appointed alternate). Model Article 11 (*Quorum for directors' meetings*) shall be amended accordingly.

21.2 No business shall be conducted at any meeting of the Board unless a quorum is present at the beginning of the meeting and also when that business is voted on.

21.3 For the purposes of any meeting (or part of a meeting) of the Board:

21.3.1 held pursuant to Article 20 (*Authorisation of Directors' Conflicts of Interest*) to authorise a Conflict of the A Shareholder Director; or

21.3.2 at which the A Shareholder Director is not permitted to vote on any resolution in accordance with Article 20.3 as a result of his or its own Conflict,

the quorum for such meeting (or part of a meeting) shall be any two other Eligible Directors.

22. VOTING RIGHTS OF DIRECTORS

22.1 Subject to Article 22.2, at a meeting of the Board (including adjourned meetings):

22.1.1 every Eligible Director shall (subject to Article 22.1.2) have one vote upon each resolution proposed; and

22.1.2 the A Shareholder Director shall (exercisable at the A Shareholder Director's discretion) have the right to elect to exercise an enhanced vote. Where such right is exercised the A Shareholder Director shall have in aggregate such number of votes upon each resolution in respect of which he shall exercise such enhanced voting right, such number of votes as shall establish as between the A Shareholder Director and the other Eligible Directors a majority in the A Shareholder Director's favour.

22.2 At any meeting (or part of a meeting) of the Board held pursuant to Article 20 (*Authorisation of Directors' Conflicts of Interest*) to authorise a Conflict in respect of any Director, including (but not limited to) the A Shareholder Director, such conflicted Director shall not be entitled to vote on any resolution which shall propose an Authorisation of his or its own Conflict in accordance with Article 20.2.

23. ALTERNATE DIRECTORS

23.1 Any Director (other than an alternate Director) (an **Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

23.1.1 exercise that Director's powers; and

23.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor. In these Articles, where the context so permits, the term "**A Shareholder Director**" shall include any alternate director appointed by such A Shareholder Director.

23.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

23.3 The notice must:

23.3.1 identify the proposed alternate; and

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

23.4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor. An alternate director who is acting as alternate director to more than one director shall be entitled to one vote for each director for which he is acting as alternate.

- 23.5 Except as the Articles specify otherwise, alternate directors:
- 23.5.1 are deemed for all purposes to be Directors;
 - 23.5.2 are liable for their own acts and omissions;
 - 23.5.3 are subject to the same restrictions as their Appointors; and
 - 23.5.4 are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of directors of which his Appointor is a member.
- 23.6 A person who is an alternate director (as opposed to a pre-existing Director):
- 23.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating) but shall only count once in the quorum if acting as alternate for more than one Director;
 - 23.6.2 may participate in a unanimous decision of the Directors (but only if his Appointor is a Director who would be entitled to vote on the matter at a meeting of Directors in relation to that decision, but does not participate); and
 - 23.6.3 shall not be counted as more than one Director for the purposes of articles 23.6.1 and 23.6.2.
- 23.7 A Director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is would be entitled to vote on the matter at a meeting of directors in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 23.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.
- 23.9 An alternate director's appointment as an alternate terminates:
- 23.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 23.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
 - 23.9.3 on the death of the alternate's Appointor; or
 - 23.9.4 when the alternate director's Appointor's appointment as a Director terminates.
- 24. SECRETARY**
- 24.1 The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from

time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

25. INDEMNITY

- 25.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled every Director, alternate director, secretary or other officer of any member of the Group (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) (excluding the auditors, unless and to the extent that the Board determines otherwise) (each a **Relevant Officer**) shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities, incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to such duties, including (but without limitation) any liability incurred in defending any proceedings, whether criminal or civil, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of any member of the Group and in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 205 of the Act in which relief is granted to him by any court of competent jurisdiction or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default or breach of trust in relation to any member of the Group's affairs.
- 25.2 The Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 25.1 and otherwise may take action to enable any such Relevant Officer to avoid incurring such expenditure.
- 25.3 This Article 25 (*Indemnity*) does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

26. INSURANCE

- 26.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any Relevant Loss.

27. SHARE CERTIFICATES AND EVIDENCE

- 27.1 The Company may in any manner permitted by the applicable provisions of Part 4 of the Act execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company.

28. SUBSIDIARIES AND RESERVES

- 28.1 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiaries so as to secure (but as regards its subsidiaries only in so far as by the exercise of such rights or powers of control the Board can secure) that:
- 28.1.1 no shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such shares or securities otherwise than to the Company or to one of its wholly-owned subsidiaries; and

28.1.2 neither the Company nor any of its subsidiaries transfers or disposes of any shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly-owned subsidiaries,

without in either case the previous consent in writing of a Majority A Shareholder.

29. CHANGE OF NAME

29.1 The Company may change its name by decision of the directors provided that either:

29.1.1 the A Shareholder Director votes in favour of the resolution or otherwise consents to such change in writing; or

29.1.2 (if there is no A Shareholder Director in office) the change is approved in advance by the Majority A Shareholder; or

29.1.3 (if there is no A Shareholder Director nor a Majority A Shareholder) the change is approved by a special resolution of the Shareholders.

30. ELECTRONIC COMMUNICATION CONSENT

30.1 The Company shall be entitled to serve notices, resolutions, documents and any other communications (each a **Communication**) to either a Shareholder and/or an officer of the Company (each an **Intended Recipient**) by e-mail or by the making of such Communication available on a website.

30.2 Each Intended Recipient shall on request provide the Company with an e-mail address for the purposes of Article 30.1. It shall be such Intended Recipient's obligation to notify the Company of any change of his, her or its e-mail address.

30.3 Any Communication under Article 30.1 shall be validly served:

30.3.1 if sent by e-mail to the e-mail address supplied under Article 30.2. Any such Communication sent on a Business Day between the hours of 09:30 and 17:30 in England shall be deemed received at the time of transmission. Any Communication sent outside such hours shall be deemed received at 09:30 on the Business Day next following transmission. These deemed receipt provisions shall apply regardless of whether there is received by the Company an automated out of office response or a notice of non-delivery provided the Company can show that it correctly addressed the communication in accordance with the e-mail address supplied under Article 30.1; or

30.3.2 if sent or supplied by means of a website, when the material is first made available on the website provided it is made available on a Business Day between the hours of 09:30 and 17:30 in England. Any material made available outside such hours shall be deemed received at 09:30 on the following Business Day.

30.4 The provisions of this Article 30 (*Electronic Communication Consent*) shall constitute the Shareholders' consent for the purposes of section 1144(2) of the Act, and consent generally by all officers of the Company to communication in the manner set out in such Article.

30.5 Nothing within the provisions of this Article 30 (*Electronic Communication Consent*) shall prevent the Company from serving any Communication in any other manner permitted by law.

31. NOTICES

- 31.1 Subject to Article 30, any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:
- 31.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,
 - 31.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider,
 - 31.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
 - 31.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - 31.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 31.2 For the purposes of this Article 31, no account shall be taken of any part of a day that is not a Business Day.
- 31.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

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