

**THE COMPANIES ACT 2006**

**MEMORANDUM**

**and**

**ARTICLES OF ASSOCIATION**

**- of -**

**3TI ENERGY HUBS LTD**

Company Number: 11868514

**A PRIVATE COMPANY LIMITED BY SHARES**

(Incorporated: 8 March 2019)

(Adopted by Special Resolution  
passed on 2 December 2019 and

amended by written special  
resolution of the Company dated

26 May 2021

further amended by written special

resolution of the Company dated

20 September 2021 and further

amended by written resolution of

the Company dated 17 June 2022)

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## **Companies Act 2006**

### **Private Company Limited By Shares**

#### **Articles of Association of 3Ti Energy Hubs Ltd**

(Incorporated in England and Wales under registered no. 11868514)

(Adopted by Special Resolution passed on 2 December 2019 and amended by written special resolution of the Company passed on 26 May 2021 and further amended by written special resolution of the Company passed on 20 September 2021 and further amended by written special resolution of the Company passed on 17 June 2022)

#### **1. Model Articles**

- 1.1. The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2. The whole of Model Articles 11(2) (quorum for directors' meetings), 12 (chairing of directors' meetings), 13 (casting vote), 14(1)-(5) (conflicts of interest), 21 (all shares to be fully paid up), 26(5) (share transfers), 39 (chairing general meetings), 42 (voting: general), 44(2) (poll votes), 50 (no right to inspect accounts and other records) 51 (provision for employees on cessation of business), 52 (indemnity) and 53 (insurance) shall not apply to the Company.

#### **2. Definitions and Interpretation**

- 2.1. In these Articles, unless the context otherwise requires the following expressions shall have the following meanings:

<b>A Ordinary Shares</b>	means the A ordinary shares of £0.01 each in the capital of the Company;
<b>Accepting Shareholders</b>	shall be as defined in Article 9.1;
<b>Affected Shares</b>	shall be as defined in Article 6.4.1;
<b>Articles</b>	means these articles of association of the Company as constituted under Article 1.1 (as amended from time to time);
<b>Board</b>	means the board of directors of the Company from time to time;
<b>Business Day</b>	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;

	shall be as defined in Article 13.1;
<b>Call</b>	shall be as defined in Article 13.1;
<b>Call Notice Call</b>	shall be as defined in Article 14.1;
<b>Payment Date</b>	means the Companies Act 2006;
<b>Companies Act</b>	means 3Ti Energy Hubs Ltd, registered number 11868514;
<b>Company</b>	
	shall be as defined in Article 6.4;
<b>Defaulting Shareholder</b>	means a director of the Company from time to time;
<b>Director</b>	
	shall be as defined in Article 9.1;
<b>Drag Along Notice</b>	shall be as defined in Article 8.8;
<b>Fair Value</b>	
	means, in relation to a Director or Relevant Employee, their spouse and/or any one or more of their children (including step-children);
<b>Family Member</b>	
	means, in relation to a Director or Relevant Employee, a trust or settlement set up wholly for the benefit of that person and/or their Family Members;
<b>Family Trust</b>	
	means the Financial Services and Markets Act 2000;
<b>FSMA</b>	
<b>Fund</b>	means any bank, company, unit trust, investment trust, investment company, limited, general or other partnership, industrial provident or friendly society, any collective investment scheme (as defined by the FSMA), any investment professional (as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (FRO)), any high net worth company, unincorporated association or partnership (as defined in article 49(2) of the FRO) or any high value trust (as defined in article 49(6) of the FRO), any pension fund or insurance company or any person who is an authorised person under the FSMA;
<b>Garden Leave</b>	means any period during which the Company or other Group Company, in respect of an employee and pursuant to the service contract between the Company or relevant Group Company and that employee, ceases or has ceased to provide that employee with work

;

<b>Group</b>	means the Company and each of its subsidiaries from time to time, and references to a <b>member of the Group</b> or a Group Company means any of them;
<b>Group Company Interest</b>	shall be as defined in Article 4.9;
<b>holding company</b>	means a holding company as defined by section 1159 of the Companies Act;
<b>Independent Expert</b>	means a <i>partner of</i> at least 10 years' standing at a leading UK firm of accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed by the President from time to time of the Institute of Chartered Accountants in England and Wales;
<b>issue Price</b>	means the price at which the relevant Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon;
<b>Lien Enforcement Notice</b>	means a reference to a notice in writing which complies with the requirements of Article 12.5;
<b>Model Articles</b>	means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as at the date of adoption of these Articles;
<b>Ordinary Shares</b>	means the ordinary shares of £00.01 each in the capital of the Company (and Ordinary Shall mean any one of them);
<b>Other Shareholders</b>	shall be as defined in Article 9.1;
<b>Proposed Buyer</b>	shall be as defined in Article 10.1;
<b>Proposed Sale</b>	shall be as defined in Article 10.1;
<b>Proposed Sellers Relevant</b>	shall be as defined in Article 10.1;
<b>Employee</b>	means: (a) an employee of the Company or any other Group Company; or (b) a Director or a director of any other Group Company;

<b>Shares</b>	shares (of any class) in the capital of the Company and "Share" shall be construed accordingly;
<b>Shareholder</b>	means any holder of any Ordinary Share or A Ordinary Share from time to time;
<b>Shareholder Communication</b>	means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;
<b>Subscription and Shareholders' Agreement</b>	means the subscription and shareholders' agreement made between the Company, Timothy Graham Evans, George John Hall, Adam Goves, Alan Paul Marshall and Maxwell Francis Aitken on or about the date of adoption of these Articles or as amended or supplemented from time to time;
<b>subsidiary</b>	means a subsidiary as defined by section 1159 of the Companies Act;
<b>Tag Along Notice</b>	shall be as defined in Article 10.1;
<b>Third Party Third</b>	shall be as defined in Article 9 1; and
<b>Party Offer</b>	shall be as defined in Article 9.1.

2.2. Unless the context otherwise requires:

- 2.2.1. each gender includes the other;
- 2.2.2. the singular includes the plural and vice versa;
- 2.2.3. references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- 2.2.4. the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.2.5. the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;
- 2.2.6. the contents table and the descriptive headings to provisions in these Articles are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Articles;
- 2.2.7. references to legislation include any *modification or re-enactment thereof but exclude* any re-enactment or modification after the date of these Articles to the extent they make any party's obligations more onerous or otherwise adversely affect the rights of any party;
- 2.2.8. references to 'writing' or 'written' include faxes and any other method of reproducing words in a legible and non-transitory form;

- 2.2.9. a person shall be deemed to be 'connected' with another if that person is connected with such other within the meaning of section 1122 of the Corporation Tax Act 2010; and
- 2.2.10. the term 'acting in concert' shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.
- 2.3 The objects of the Company are to promote the success of the Company;
  - 2.3.1 for the benefit of its members as a whole; and
  - 2.3.2 through its business and operations, to have a material positive impact on (a) society and (b) the environment, taken as a whole.
- 2.4 A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in paragraph 2.3 above, and in doing so shall have regard (amongst other matters) to:
  - 2.4.1 the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders,
  - 2.4.2 the interests of the Company's employees,
  - 2.4.3 the need to foster the Company's business relationships with suppliers, customers and others, the impact of the Company's operations on the community and the environment and on affected stakeholders,
  - 2.4.4 the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
  - 2.4.5 the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the "Stakeholder Interests" and each a "**Stakeholder Interest**").
- 2.5 For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.
- 2.6 Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 2.7 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.
- 3. **Number of Directors**

The number of Directors shall not be less than one in number nor more than seven in number.
- 4. **Proceedings of Directors**
  - 4.1. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Any three Directors shall constitute a quorum and a quorum of Directors must

be present throughout all meetings of the Board. The Chairman of the meeting shall not have a second or casting vote, in the case of an equality of votes.

- 4.2. At least 7 Business Days' notice shall be given to all directors entitled to receive notice of all proposed meetings of the directors. Such meetings shall be held at quarterly at the registered office of the Company (or such other place as the Board may agree) and shall be accompanied by an agenda identifying in reasonable detail the matters to be raised at the meeting.
- 4.3. All business arising at any meeting of the directors or of any committee of the directors shall be determined only by resolution and no resolution shall be effective unless carried by a majority. Each director who is entitled to vote shall have one vote at a meeting of the directors. No resolution may be proposed or passed at any such meeting unless the nature of the business to which the resolution relates is included in the agenda for the meeting or unless all the directors present at the meeting agree in writing.
- 4.4. A decision of the directors may also take the form of a resolution in writing, copies of which have been signed by each Director, provided that such Directors would have formed a quorum if the matter had been proposed as a resolution at a meeting of directors.
- 4.5. A resolution in writing signed by all the Directors entitled to notice of a meeting of the directors or (as the case may be) of a committee of directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the directors or (as the case may be) of a committee of directors duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article 4.5 a resolution:
  - 4.5.1. may be constituted by an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and
  - 4.5.2. may consist of several instruments each executed by one or more directors, each sent by one or more directors, or a combination of both.
- 4.6. Any Director or alternate director may validly participate in a meeting of the Board through telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such 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. Subject to the Companies Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place. If the Directors cannot or do not decide upon where such a meeting shall be deemed to take place, then it shall be where the Chairman of the meeting then is located.
- 4.7. If a situation arises or exists in which a Director has or could have a direct or indirect interest that conflicts, or may potentially conflict with the interests of the Company (other than an interest arising in relation to a transaction or arrangement with the Company or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest), without prejudice to the provisions of Article 4.10, the Director concerned, or any other Director, may propose to the Board that such situation be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the relevant situation. Subject to the Companies Act, the Directors may authorise such situation and the continuing performance by the relevant Director of their duties as a Director on such terms as they may think fit.
- 4.8. The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such situation nor be entitled to vote on the resolution authorising such situation.



- 4.9. Subject to compliance by them with their duties as a Director under Part 10 of the Companies Act (other than the duty in section 175(1) of the Companies Act which is the subject of this Article 4.9), a Director may, at any time, notwithstanding their office or the existence of an actual or potential conflict between the interests of the Company and those of a Group Company which would fall within the ambit of that section 175(1), be a director or other officer of, employed by or otherwise interested, whether directly or indirectly, in any other Group Company (Group Company Interest) and the relevant Director:
- 4.9.1. shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any Board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors;
  - 4.9.2. shall not be obliged to account to the Company for any remuneration or other benefits received by them in consequence of any Group Company Interest; and
  - 4.9.3. will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by them by virtue of their Group Company Interest and otherwise than by virtue of their position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.
- 4.10. No contract entered into shall be liable to be avoided by virtue of any Director having an interest of the type referred to in Article 4.7 where the relevant situation has been approved as provided by that Article.
- 4.11. The provisions of Articles 4.7 to 4.10 shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this Article 4.11 and Article 4.12 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that they comply with the Companies Act.
- 4.12. Without prejudice to the obligation of each Director to declare an interest in accordance with the Companies Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which they have an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which they have a duty. Having so declared any such interest or duty they may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if they vote on such resolution their vote shall be counted.

## **5. Share Capital**

- 5.1. The issued share capital of the Company as at the date on which these Articles are amended is Ordinary Shares and A Ordinary Shares.
- 5.2. The Ordinary Shares and the A Ordinary Shares shall rank *pari passu* in all respects as if they constituted shares of the same class save that the A Ordinary Shares shall not carry voting rights and as otherwise provided for in these Articles.

## **6. Prohibited Share Transfers**

- 6.1. In these Articles, a reference to the transfer of any Share shall mean either or both:
  - 6.1.1. the transfer of either or both of the legal and beneficial ownership in the Ordinary Share; and
  - 6.1.2. the grant of an option to acquire either or both of the legal and beneficial ownership in the Share.
- 6.2. The following shall be deemed, without limitation, to be a transfer of any Share:
  - 6.2.1. any sale or other disposition of any legal or equitable interest in any Share (including any voting right attached thereto) and whether or not by the registered holder thereof and

whether or not for consideration or otherwise and whether or not effected by an instrument in writing;

- 6.2.2. any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself; and
- 6.2.3. any grant of a legal or equitable mortgage or charge over any Share.
- 6.3. Any person who holds, or becomes entitled to, any Share shall not, without consent of the Board (which is not to be unreasonably withheld), effect a transfer of such Shares, except in accordance with Article 7 (Permitted Share Transfers), Article 9 (Drag Along) or Article 10 (Tag Along).
- 6.4. The Company shall request any Shareholder who has made, or is proposing or required to make, a transfer of Shares to provide to the Company information or evidence as to the Shareholder's compliance with Article 6.3 in respect of such transfer. If such information or evidence is not provided to the Board within five Business Days of the request being made, then the Board shall forthwith notify the relevant Shareholder (Defaulting Shareholder) that a breach of the transfer provisions of these Articles is deemed to have occurred, in which case:
  - 6.4.1. the Company shall refuse to register any transfer of the Shares which the Defaulting Shareholder holds or to which they are entitled and any Shares formerly held by them which have been transferred in breach of Article 6.3 or in accordance with Article 7 (Permitted Share Transfers) (Affected Shares), unless the consent of the Board to allow such registration is provided;
  - 6.4.2. the Affected Shares, and any further Shares issued pursuant to the exercise of a right attaching to the Affected Shares or in pursuance of an offer made to the holder of the Affected Shares, shall cease to confer any rights:
    - 6.4.2.1. to vote (in any general meeting or class meeting); or
    - 6.4.2.2. to receive dividends or other distributions (other than the Issue Price of the Affected Shares upon a return of capital),

unless such rights are reinstated by the Board

## **7. Permitted Share Transfers**

- 7.1. Notwithstanding the provisions of Article 6 (Prohibited Share Transfers):
  - 7.1.1. any Director or Relevant Employee may, with the consent of the Board (not to be unreasonably withheld), transfer their Shares to any of their Family Members over the age of 18 or to the trustees of their Family Trust;
  - 7.1.2. any Shareholder who is a trustee of a Family Trust may at any time transfer any Ordinary Share which they hold in that capacity to:
    - 7.1.2.1. the new or remaining trustees of the Family Trust upon any change of trustees; and
    - 7.1.2.2. any Director or Relevant Employee or any of their Family Members on their becoming entitled to the same under the terms of the Family Trust;
  - 7.1.3. any Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a permitted transferee under the provisions of this Article may at any time transfer any Share to the person who originally transferred such Shares (or to any other permitted transferee of such original transferor); and

- 7.1.4. any Shareholder may transfer any Shares to any person with consent of the Board.
- 7.2. Subject to Article 6.4, the Company shall be obliged to register any transfer made pursuant to the above provisions.

## **8. Drag Along**

- 8.1. If any Shareholder receives an offer in writing from a bona fide third party (Third Party) to purchase the entire equity share capital in the Company not already owned by the Third Party (Third Party Offer) and the holders of at least 75% of the issued Shares accept the Third Party Offer (Accepting Shareholders), the Accepting Shareholders are entitled to issue to the remaining Shareholders (Other Shareholders) written notice (Drag Along Notice) requiring the Other Shareholders to sell to the Third Party all of the Other Shareholders' Shares upon the terms and conditions specified in the Drag Along Notice.
- 8.2. The terms on which the Accepting Shareholders require the Other Shareholders to sell their Shares must be no less favourable than the terms on which the Accepting Shareholders are selling their Shares to the Third Party.
- 8.3. The Drag Along Notice must specify:
- 8.3.1. the details of the Third Party;
  - 8.3.2. the price payable for each Share and other consideration (if any) to be received (directly or indirectly) by the Accepting Shareholders; and
  - 8.3.3. any other material terms upon which the Other Shareholders' Shares shall be purchased pursuant to the Drag Along Notice.
- 8.4. If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by them and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as they think fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Third Party (or their nominee) and register such Third Party (or their nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 8.5. The Other Shareholders are not obliged to sell their Shares in accordance with this Article 9 if the Accepting Shareholders do not complete the sale of all their Shares to the Third Party on the same terms and conditions set out in the Drag Along Notice.

## **9. Tag Along**

- 9.1. If at any time one or more Shareholders (Proposed Sellers) propose to sell to any person (Proposed Buyer), in one or a series of related transactions, such number of Shares which when registered would result in that person (together with persons connected or acting in concert with him) holding or increasing their holding to 50% or more of the issued equity share capital of the Company (Proposed Sale), the Proposed Sellers shall give written notice (Tag Along Notice) to the other holders of Shares of the Proposed Sale at least 10 Business Days prior to the proposed date of completion thereof.
- 9.2. The Tag Along Notice must specify:
- 9.2.1. the details of the Proposed Buyer;
  - 9.2.2. the sale price for each Share and other consideration (if any) to be received (directly or indirectly) by the Proposed Sellers; and
  - 9.2.3. any other material terms upon which the Shares are to be purchased.

- 9.3. The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy all the other issued Shares (other than any Shares already owned by the Proposed Buyer or persons connected or acting in concert with him) on the same terms and conditions as apply to the Proposed Sale. Such offer shall remain open for acceptance for not less than 21 days.
- 9.4. The provisions of this Article 10 shall not apply to any Proposed Sale which is a permitted transfer under Article 7 or which is to take place pursuant to a Third Party Offer under Article 9.

#### **10. Return of Capital**

- 10.1. On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Shares (pari passu) according to the amount paid up or credited as paid up on each such Share.
- 10.2. In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon written notice being given to the selling Shareholders, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital (pursuant to Article 11.1).

#### **11. Lien**

- 11.1. The Company has a lien over every Share registered in the name of a person indebted or under liability to the Company, whether they are the sole registered holder of the Share or one of two or more joint holders, for all monies payable by such person (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 11.2. The Company's lien over any Share takes priority over any third party's interest in that Share and extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- 11.3. The Directors may, at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.
- 11.4. Subject to the provisions of this Article 12, if a Lien Enforcement Notice has been given in respect of a Share and the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide.
- 11.5. A Lien Enforcement Notice:
- 11.5.1. may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
  - 11.5.2. must specify the Share concerned;
  - 11.5.3. must require payment of the sum payable within 5 Business Days of the notice;
  - 11.5.4. must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
  - 11.5.5. must state the Company's intention to sell the Share if the notice is not complied with.
- 11.6. Where Shares are sold pursuant to the provisions of this Article 12:
- 11.6.1. the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser;

- 11.6.2. the transferee is not bound to see to the application of the consideration; and
  - 11.6.3. the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 11.7. The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 11.7.1. first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
  - 12.7.2. second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice.
- 12.8. A statutory declaration by a Director that the declarant is a Director and that a Share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and, subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

### **13. Calls on Shares**

- 13.1. Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (Call Notice) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (Call) which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the Call Notice.
- 13.2. A Call Notice:
- 13.2.1. may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
  - 13.2.2. must state when and how any Call to which it relates is to be paid; and
  - 13.2.3. may permit or require the Call to be paid by instalments.
- 13.3. A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 days have passed since the notice was sent.
- 13.4. Before the Company has received any Call due under a Call Notice the Directors may, by a further notice in writing to the relevant Shareholder, revoke it wholly or in part or specify a later time for payment than is specified in the Call Notice.
- 13.5. Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 13.6. Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share.
- 13.7. Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to pay Calls which are not the same or at different times.
- 13.8. A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
- 13.8.1. on allotment;
  - 13.8.2. on the occurrence of a particular event; or

- 13.8.3. on a date fixed by or in accordance with the terms of issue, but if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

#### **14. Forfeiture**

- 14.1. If a person is liable to pay a Call and fails to do so by the date stated in the Call Notice (Call Payment Date) the Directors may issue a notice of intended forfeiture to that person.
- 14.2. A notice of intended forfeiture:
- 14.2.1. may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;
  - 14.2.2. must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
  - 14.2.3. must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice;
  - 14.2.4. must state how the payment is to be made; and
  - 14.2.5. must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.
- 14.3. If a notice of intended forfeiture is not complied with before the date by which payment of the Call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 14.4. Subject to these Articles, the forfeiture of a Share extinguishes all interests in that Share, and all claims and demands against the Company in respect of it, and all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 14.5. Any Share which is forfeited in accordance with the Articles is deemed to have been forfeited when the Directors decide that it is forfeited and shall become the property of the *Company*, and may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 14.6. If a person's Shares have been forfeited:
- 14.6.1. the Company must send that person notice that forfeiture has occurred and record it in the register of Shareholders;
  - 14.6.2. that *person* ceases to be a Shareholder in respect of those Shares;
  - 14.6.3. that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
  - 14.6.4. that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 14.6.5. the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 14.7. At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the

forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit.

- 14.8. If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer.
- 14.9. A statutory declaration by a Director that the declarant is a Director and that a Share has been forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and, subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.
- 14.10. A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 14.11. If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
  - 14.11.1. was, or would have become, payable; and
  - 14.11.2. had not, when that Share was forfeited, been paid by that person in respect of that Share, but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
- 14.12. A Shareholder may surrender any Share which has been forfeited or in respect of the Directors may issue a notice of intended forfeiture or the Directors may forfeit. The Directors may accept the surrender of any such Share and the effect of surrender on a Share is the same as the effect of forfeiture on that Share. A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

## **15. Shareholder Meetings**

- 15.1. No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the commencement of the business and also when such business is voted upon. Three persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation shall be a quorum.
- 15.2. The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.
- 15.3. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded at any general meeting by the Chairman, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.
- 15.4. An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting at any time before the time appointed for the holding of the meeting (or any adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the Companies Act.

## **16. Voting**

- 16.1. The voting rights attached to the Ordinary Shares shall be:

- 16.1.1. on a written resolution, every Shareholder holding one or more Ordinary Share shall have one vote for each Ordinary Share held by him; and
- 16.1.2. on a resolution to be passed at a general meeting of the Company, every holder of Ordinary Shares (being an individual) present in person or by proxy or (being a corporation) present by a representative or by proxy shall have:
  - 16.1.2.1. on a show of hands, one vote each; and
  - 16.1.2.2. on a poll, one vote for each Ordinary Share of which they are the holder.
- 16.2. If at any time (without the consent of the Board):
  - 16.2.1. a Shareholder is in breach of any provision of these Articles and/or the Subscription and Shareholders' Agreement; or
  - 16.2.2. a Group Company becomes entitled to terminate any contract of employment with a person by reason of a repudiatory breach of that contract (whether or not the person in breach of the contract is a Shareholder at that time), then the Ordinary Shares held by that person (or to which they are entitled) and any Ordinary Shares formerly held by that person that have been transferred (either in accordance with the provisions of Article 7 (Permitted Share Transfers) or otherwise in breach of these Articles) shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or attend and vote at any general meeting or at any separate class meeting of the Company (whether on a show of hands or on a poll), until:
    - 16.2.3. in the case of Article 16.2.1, the breach no longer subsists; and
    - 16.2.4. in the case of Article 16.2.3, the person and any person to whom they have transferred Shares to (either in accordance with the provisions of Article 7 (Permitted Share Transfers) or otherwise in breach of these Articles) has ceased to be a Shareholder.
- 16.3. Subject to the provisions of section 630 of the Companies Act (relating to the variation of class rights) the holders of A Ordinary Shares shall have no right to vote on any resolution of the Company.
- 17. Notices**
  - 17.1. Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.
  - 17.2. Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:
    - 17.2.1. personally;
    - 17.2.2. by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at their postal address (as appearing in the Company's register of members in the case of Shareholders); or
    - 17.2.3. by sending or supplying it:
      - 17.2.3.1. in electronic form (as specified by section 1168(3) of the Companies Act and otherwise complying with the requirements of section 1168); or
      - 17.2.3.2. by website communication in accordance with the provisions of the Companies Act and the Electronic Communications Act 2000.
  - 17.3. In the case of a Shareholder Communication validly:
    - 17.3.1. delivered by hand, it shall be deemed to be delivered on signature of a delivery receipt or at the time the Shareholder Communication is left at the correct address;



- 17.3.2. sent by post to an address within the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted;
  - 17.3.3. sent by post to an address outside the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and sent by reputable international overnight courier shall be conclusive evidence that it was sent and it shall be deemed to be delivered on signature of a delivery receipt or at the time the Shareholder Communication is left at the correct address;
  - 17.3.4. sent in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder; and
  - 17.3.5. made by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website.
- 17.4. In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.
- 17.5. A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company.

## **18. Indemnity and Insurance**

- 18.1. Subject to, and on such terms as may be permitted by the Companies Act, the Company may:
- 18.1.1. indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which they may sustain or incur in the performance of the duties of their office or otherwise in relation thereto;
  - 18.1.2. provide a Director and/or director of any associated company with funds to meet expenditure incurred or to be incurred by them in defending any civil or criminal proceedings brought or threatened against them or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in either case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or another Group Company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Companies Act to enable such a director to avoid incurring such expenditure; and
  - 18.1.3. purchase and maintain insurance for any Director or any director of any other Group Company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by them in relation to the Company or any such Group Company.