

PRIVATE AND CONFIDENTIAL



Company No. 12435764

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

HUMAN + NATURE (LEWES) LIMITED

(Company)

adopted by Special Resolution on 13 April 2021

Contents

	Clause	Page
1	Incorporation of Model Articles	1
2	Definitions and interpretation.....	1
3	Share Capital	1
4	Dividends	1
5	Purchase of own shares	2
6	Provisions on Realisation	2
7	Voting.....	3
8	Variation of class rights	3
9	Issue of Shares.....	4
10	Transfer of Shares	6
11	Permitted Transfers	7
12	Valuation and Disputes.....	9
13	Investor Majority and HNP Majority decisions.....	9
14	General Meetings	9
15	Proceedings at general meetings and adjournment.....	9
16	Poll votes	10
17	Number of directors	11
18	Methods of appointing directors	11
19	Alternate directors	11
20	Retirement of directors	12
21	Proceedings of directors	13
22	Unanimous decision of the Board and written resolutions	14
23	Directors' interests and conflict situations	14
24	Notices.....	16
25	Indemnity, insurance, gratuities and pensions	16
26	Share certificates etc	17
27	Data protection	17
28	Change of name	18
29	Partly paid Shares etc	18
30	Forfeiture and surrender	20
31	Definitions and interpretation.....	22

1 Incorporation of Model Articles

1.1 The regulations contained in the Model Articles will apply to the Company save insofar as they are excluded or varied by or are inconsistent with these Articles and such regulations (save as so excluded, varied or inconsistent) and these Articles will be the regulations of the Company.

1.2 Regulations 7, 8, 10, 11, 12, 13, 14, 21, 38, 44, 52 and 53 of the Model Articles will not apply to the Company.

2 Definitions and interpretation

2.1 Interpretation

These Articles will be interpreted in accordance with the provisions set out in Article 31 (Definitions and interpretation) unless the context otherwise requires.

2.2 Defined terms

A number of terms used in these Articles are defined in Article 31 (Definitions and interpretation) and all such defined terms will apply throughout these Articles.

3 Share Capital

3.1 Save with Investor Majority Consent the issued share capital of the Company will not exceed £100.00 divided, on the date of adoption of these Articles, into 64 Ordinary Shares and 36 Preference Shares.

3.2 In these Articles, unless the context requires otherwise, references to Shares of a particular class will include Shares created and/or issued after the Investment Date and ranking pari passu in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue.

3.3 Save as specified to the contrary in these Articles, the Ordinary Shares and the Preference Shares will rank pari passu in all respects but will constitute separate classes of Shares.

4 Dividends

4.1 Preference dividend

Subject to the payment in full of all loans made to the Company by third party debt finance providers and the Company not being prohibited from paying dividends by the CA 2006, any dividend declared will first be distributed pari passu amongst the holders of the Preference Shares, in priority to the dividends on any other class of Share, until such holders together have received the Threshold Amount.

4.2 Dividends requiring Investor approval

Subject to the preceding provisions of this Article 4 in respect of the Preference Shares, any dividend declared will require Investor Majority Consent, but (subject to such consent being obtained) will be distributed pari passu amongst the holders of the Ordinary Shares and the holders of the Preference Shares as if they were Shares of the same class.

5 Purchase of own shares

The Company may, with Investor Majority Consent or in accordance with any JV Agreement, purchase its own shares:

- (a) in accordance with section 692(1) of the CA 2006; and/or
- (b) in accordance with section 692(1ZA) of the CA 2006.

6 Provisions on Realisation

6.1 Realisation

Notwithstanding any other provision of these Articles, on a Realisation the provisions of this Article 6 will apply to determine the allocation of the Realisation Proceeds.

6.2 Allocation of Realisation Proceeds: Winding Up

On a Winding Up, the Realisation Proceeds will be allocated and distributed amongst the holders of the Shares as follows:

- (a) first in paying to each Member holding Preference Shares an amount of the Realisation Proceeds until the Realisation Proceeds allocated and distributed pursuant to this Article 6.2(a), in aggregate, equal the Threshold Amount; and
- (b) lastly in dividing any surplus between the holders of the Shares (in each case pro rata as between such holders to their respective holdings of the relevant classes as if such Shares constituted a single class).

6.3 Deferred Consideration

On each occasion on which any Deferred Consideration is actually received, the provisions of Article 6.2 will be reopened and reapplied as at the date of such receipt so as to include the Deferred Consideration Value as part of the Realisation Proceeds (for the avoidance of doubt, based on the actual amount received for the purposes of such calculation). Such Deferred Consideration will be apportioned between the Members so as to reflect such revised calculation of the Realisation Proceeds, having regard to the Realisation Proceeds already allocated to them in respect of the previous application of Article 6.2, but provided always that no value already allocated will be reallocated (such that this Article 6.3 will only serve to allocate the Deferred Consideration later received).

6.4 Calculation of estimated Realisation Proceeds

When a Realisation is proposed the Board will determine, and notify the Members of, the Estimated Realisation Date and will procure that the calculations provided for in Article 6.2 are carried out by reference to such Estimated Realisation Date. The Board will notify the Members in writing of the results of such calculations not less than 7 days prior to the Estimated Realisation Date. Following receipt of such notice, an Investor Majority and a HNP Majority will endeavour to agree the results of the calculations set out therein.

6.5 Recalculation of estimated Realisation Proceeds

If, after calculation of the allocation of the Realisation Proceeds pursuant to Article 6.2 but before any Realisation Date, there is:

- (a) any change in the Realisation Proceeds; or
- (b) any delay in the occurrence of the Realisation Date such that it is expected to occur in the month following the month in which the Estimated Realisation Date falls,

the calculation set out in Article 6.4 will be repeated (as often as required) and the relevant amounts to be distributed amongst the Members will be confirmed to the Members prior to the Realisation.

6.6 Realisation arrangements to ensure compliance with this Article 6

Upon any Realisation, the Members will enter into such agreements or arrangements as are reasonably determined by the Board (with Investor Majority Consent) to be necessary to give effect to the provisions set out in this Article 6 (including, without limitation, such arrangements as are necessary to ensure that any Deferred Consideration is allocated in accordance with its terms following the Realisation Date).

6.7 Disputes

Any dispute regarding the application of any provision of this Article 6, or the calculation of any amount under this Article 6, will be determined in accordance with Article 12 (Valuation and Disputes).

7 Voting

7.1 Voting rights – general

Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, Shares will carry votes as follows:

- (a) on a show of hands, every Member holding one or more Share who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, will have one vote;
- (b) on a poll, every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy will have one vote for every Share of which he is the holder; and
- (c) on a written resolution, every Member holding one or more Share as at the time on which the first copy of the resolution is sent or submitted to such Member in accordance with Chapter 2 of Part 13 of the CA 2006, will have one vote for every Share of which he is the holder.

8 Variation of class rights

8.1 Variation of class rights – general

- (a) Subject to Article 8.1(d), whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of 75% or more of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the issued Shares of that class, but not otherwise. To every such separate meeting, all the provisions of these Articles relating to general meetings

of the Company will apply (with such amendments as may be necessary to give such provisions efficacy).

- (b) Without prejudice to Article 8.1(c), no act or omission that is carried out to give effect to the provisions of any JV Agreement will constitute a variation or abrogation of the class rights attaching to the Ordinary Shares.
- (c) The special rights conferred by the Ordinary Shares will not be deemed to be modified or abrogated by the creation or issue of further Shares ranking *pari passu* or in priority to or subordinate to the Ordinary Shares, provided that the provisions of Article 9 (Issue of Shares) are adhered to in respect of the creation or issue of such Shares.
- (d) Notwithstanding any other provision of these Articles, the special rights conferred by the Ordinary Shares may be varied or abrogated at any time with the consent in writing of a HNP Majority (and if such HNP Majority consent is obtained a separate consent shall accordingly not be required from the holder of Shares in any such class in respect of any variation to the rights of any or all of such classes).

9 Issue of Shares

9.1 General Board power

Subject to the CA 2006, and to the provisions of this Article 9, the directors may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued Shares to such persons and generally on such terms in such manner and at such times as they may determine.

9.2 Authority to allot shares

Subject to this Article 9, the directors of the Company are hereby authorised pursuant to section 551 of the CA 2006 generally and unconditionally to exercise all the powers of the Company to allot Shares and to grant Allotment Rights, but so that:

- (a) this authority will expire on the day immediately preceding the fifth anniversary of the Investment Date; and
- (b) the maximum amount of Shares that may be allotted or made the subject of Allotment Rights under this authority are Shares which (when aggregated with each Share already in issue or otherwise allotted on the adoption of these Articles) have an aggregate nominal value equal to the limit on share capital stated in Article 3.1 (and disregarding any later consent to vary the same).

This authority revokes all (if any) prior unexercised authorities vested in the directors to allot Shares or to grant Allotment Rights.

9.3 Statutory pre-emption disapplied

By virtue of section 567(1) of the CA 2006, the provisions of sections 561 and 562 of the CA 2006 will not apply to an allotment made by the Company of equity securities (as defined in section 560(1) of the CA 2006).

9.4 Pre-emption rights

- (a) Subject to any JV Agreement, Shares may only be allotted, and Allotment Rights may only be granted, by the Company:
 - (i) with the prior approval of the holders of not less than 50% of the voting rights attaching to all Preference Shares; or
 - (ii) if they are first offered to all holders of Equity Shares in proportion as nearly as possible to the numbers of Equity Shares held by them.
- (b) The Board with Investor Majority Consent may (and shall, on receipt of a notice from an Investor Majority directing it to do so) include as a term of any offer made pursuant to this Article 9.4 that the Members will only be offered Equity Shares of the same class or series as they hold immediately prior to any such offer (and where any Member holds Equity Shares of more than one class, such Member will be offered Equity Shares of each class in the same proportions as his current holdings).
- (c) An offer under this Article 9.4 will be open for acceptance for at least 21 days after notice of it is given to the Members and in respect of such offer:
 - (i) Members who accept all the Shares offered to them (acceptors) will be entitled to indicate whether they would accept Shares not accepted by other offerees (Excess Shares), and any such Excess Shares will be allotted to such acceptors in the numbers in which they have been applied for by such acceptors or, if the number of Excess Shares is insufficient for all such acceptors to be allocated all the Excess Shares they have indicated they would accept, then the Excess Shares will be allocated amongst the acceptors as nearly as practicable in the proportion that the number of Equity Shares each such acceptor holds bears to the aggregate number of Equity Shares held by all such acceptors, provided that no acceptor shall be required to subscribe for more Excess Shares than the maximum number of Excess Shares that he has indicated he would accept pursuant to this Article 9.4(c) (and so that the proportions in which Equity Shares are so allocated shall accordingly be adjusted to ignore any acceptor(s) if, and then only to the extent, that such acceptor(s) has stated such a maximum); and
 - (ii) should any Excess Shares then remain, such Excess Shares will be issued to such persons, on such terms, as are determined by the Board (with Investor Majority Consent) who may (within the period of 3 months from the expiry of the last offer made under Article 9.4) direct the Company to allot, grant options over or otherwise dispose of those Shares to any person(s) and on any terms directed by the Board (Investor Majority Consent), but the price per share and other terms offered to such a person cannot be more favourable than the price and terms offered to the Members.
- (d) Article 9.4(c) will also apply (with the necessary changes) to the grant of any Allotment Rights.

9.5 Payment terms on issue of Shares

Where the Board proposes to issue Shares to its Members it may under the terms on which Shares are offered to the Members permit the Company (subject to Investor Majority Consent) to allot Shares in response to an acceptance received before the period for responding has

expired and regardless of whether any other Member has responded to the offer. The Board may allot Shares accordingly.

9.6 Relevant Member excluded

A Relevant Member (and each other member of the Relevant Member's Group who holds Shares) will have no right of pre-emption in respect of any of his Shares that he is required to transfer pursuant to the terms of any JV Agreement.

9.7 Miscellaneous provisions on allotment

- (a) Nothing in this Article 9 will permit any allotment without any consent required under any JV Agreement.
- (b) Notwithstanding any other provisions of this Article 9, no Shares will be allotted to any party not bound by any JV Agreement unless that party has first entered into a Deed of Adherence and, if required by an Investor Majority, a valid election under Section 431(1) Income Tax (Earnings and Pensions) Act 2003.

10 Transfer of Shares

10.1 Prohibited Transfers

- (a) Any transfer of any Share or any interest in any Share will be void and have no effect, and the Board will not register the transfer of any Share or any interest in any Share, in each case, unless the transfer is either:
 - (i) a Permitted Transfer; or
 - (ii) a transfer made in accordance with any JV Agreement.
- (b) Notwithstanding any other provision of these Articles, no transfer of any Share will be made or registered if it is to:
 - (i) any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind; or
 - (ii) any person who has not executed a Deed of Adherence to, and in the manner required by, any JV Agreement.

10.2 Request for information

- (a) The Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board and the Investors such information and evidence as they reasonably deem relevant to determine whether a transfer of Shares has been or will be carried out in accordance with these Articles, or a Transfer Event has occurred.
- (b) Failing such information or evidence being furnished to the Board to their reasonable satisfaction within 10 Business Days after a request under Article 10.2(a), the Board may refuse to register the transfer in question or (where no transfer is in question) give a Compulsory Sale Notice in respect of the Shares concerned.

- (c) If such information or evidence requested under Article 10.2(a) discloses to the reasonable satisfaction of the Board that a Transfer Event has occurred, the Board may give a Compulsory Sale Notice in respect of the Shares concerned.

10.3 Notice of refusal

If the Board refuses to register a transfer of a Share they will, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

10.4 Transfer of legal and beneficial interest

An obligation to transfer a Share under these Articles will be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.

10.5 Transmittees

The Board may at any time give notice requiring any person entitled to a Share or any interest in a Share by reason of the death or bankruptcy of a Member or otherwise by operation of law to elect either to be registered himself in respect of the Share or to transfer the Share and, if the notice is not complied with within 60 days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share until the requirements of the notice have been complied with. Nothing in these Articles releases the estate of a deceased holder from any liability in respect of a Share solely or jointly held by that holder.

10.6 Miscellaneous provisions – transfer of Shares

- (a) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and, unless the Share is fully paid, by and on behalf of the transferee.
- (b) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- (c) The Company may retain any instrument of transfer which is registered.
- (d) The transferor remains the holder of a Share until the transferee's name is entered in the register of Members as holder of it.

11 Permitted Transfers

11.1 Transfers within groups of companies

Any Member that is a body corporate (Corporate Transferor) may at any time transfer any Shares held by it to a Member Of The Same Group (Corporate Transferee), provided that where Shares have been so transferred (whether directly or by a series of such transfers) and subsequent to such transfer the Corporate Transferee ceases to be a Member Of The Same Group as the Corporate Transferor, the Corporate Transferee will immediately transfer all the Shares held by it to the Corporate Transferor or to another body corporate that is a Member Of The Same Group as the Corporate Transferor, for such consideration as they agree.

11.2 Transfers with consent

A Member may transfer Shares to any person at any time with the prior written consent of all the other Members.

11.3 Transfers to relations and Family Trusts

Any Investor may transfer any Shares held by him to:

- (a) that Investor's Privileged Relation(s); or
- (b) trustees to be held on a Family Trust of which that Investor is the settlor,

provided always that:

- (c) an Investor may not transfer (in aggregate) more than 50% of the aggregate number of Shares held by such Investor without the prior written consent of a HNP Majority, his Privileged Relations and the trustees of a Family Trust of which he is the settlor; and
- (d) prior to such a transfer, a HNP Majority has confirmed in writing to the Board that it is satisfied (in its discretion):
 - (i) that the transferor has procured that if the relevant Privileged Relation or Family Trust ceases to be a Privileged Relation or Family Trust, the relevant Shares will transfer to another Privileged Relation or Family Trust, or back to the original Member;
 - (ii) in the case of a Family Trust, with the terms of the trust instrument and in particular with the powers of the trustees;
 - (iii) in the case of a Family Trust, with the identity of the proposed trustees;
 - (iv) in the case of a Family Trust, that the proposed transfer will not result in 25% or more in the aggregate of the Company's equity share capital being held by trustees of the Family Trust and any other trusts;
 - (v) with the results of any due diligence or other investigations carried out on the Privileged Relation and/or Family Trust; and
 - (vi) that no costs incurred in connection with any such transfers or the setting up or administration of any Family Trust are to be paid by any member of the Group.

11.4 Transfers of unencumbered interest

A transfer of any Share pursuant to this Article 11 will only be treated as a Permitted Transfer if it is a transfer free from any lien, charge or other encumbrance.

12 Valuation and Disputes

12.1 If an Investor Majority and a HNP Majority cannot agree an amount under Article 6 (Provisions on Realisation) (including determination of the Realisation Proceeds or the Cash Equivalent Value), any such matters in dispute will be referred by the Board to the Valuers.

12.2 Where any matter is referred by the Board to the Valuers under these Articles:

- (a) the Valuers will act as expert and not as arbitrator and their written determination will be final and binding on the Members concerned (other than in the case of manifest error);
- (b) the Company will use its reasonable endeavours to procure that the Valuers deliver their written determination to the Board as soon as reasonably practicable and within 28 days of being requested to do so;
- (c) the Valuers' fees will be borne as the Valuers specify in their written determination having regard to the conduct of the parties and the merit of their arguments in respect of the matters in dispute, or in the absence of any such specification by the Valuers, by the Members pro rata to their respective entitlements to the Proceeds of the Relevant Transaction.

12.3 If the amount of the Proceeds of a Relevant Transaction has not been agreed between an Investor Majority and a HNP Majority or determined by the Valuers in advance of the date on which the Relevant Transaction completes, then notwithstanding anything to the contrary in the terms and conditions governing the Relevant Transaction, the Members will procure that the consideration consisting of cash (whenever received) will, to the extent that the allocation of any such amount(s) remain in dispute, be placed in a designated trustee account until the amounts payable under these Articles (calculated in accordance with Articles 6 (Provisions on Realisation)) have been agreed or determined (as the case may be) following which the consideration will be distributed amongst the Members in such amounts and in such order of priority as would be applicable under Article 6.2.

13 Investor Majority and HNP Majority decisions

Where any matter is expressed in these Articles to be a matter to be agreed between an Investor Majority and a HNP Majority, any agreement between an Investor Majority and a HNP Majority in relation to such matter will in any event be binding on all Members and shall not be open to challenge by any of them.

14 General Meetings

14.1 Without prejudice to the powers of the Board, a director may, acting alone, call a general meeting of the Company.

14.2 Notice of any general meeting need not be given to any director in that capacity.

15 Proceedings at general meetings and adjournment

15.1 Quorum

- (a) Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, will be a quorum. Subject to the provisions of section

318(2) of the CA 2006, whenever the Company has two or more members, two persons entitled to vote upon the business to be transacted each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy (at least one of whom must be a holder of A Shares or a proxy or a duly authorised representative of such a holder), will be a quorum.

- (b) No business other than the appointment of a chairman for that meeting is to be transacted at a general meeting if the person(s) attending it do not constitute a quorum.

15.2 Adjournment and dissolving of meetings

- (a) If within ten minutes from the time appointed for a general meeting a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the request of the Members in accordance with the CA 2006, will be dissolved; in any other case, it will stand adjourned. Model Article 41(1) will not apply to the Company.

- (b) If a quorum is not present at any such adjourned meeting within ten minutes from the time appointed for that meeting, the meeting will be dissolved.

16 Poll votes

16.1 Right to demand a poll

A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared,

by either the chairman of that meeting, any qualifying person (as such term is defined in section 318 of the CA 2006) present and entitled to vote at the meeting or any director present at the meeting.

16.2 Withdrawal of demand

A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of that meeting. A demand so withdrawn will not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had not been made.

16.3 Manner of taking a poll

Subject to these Articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs. The chairman of the meeting may appoint scrutineers (who need not be holders) and decide how and when the result of the poll is to be declared.

16.4 Result of a poll

The result of a poll will be the decision of the meeting in respect of the resolution on which the poll was demanded.

16.5 Miscellaneous

- (a) A poll on the election of the chairman of the meeting or a question of adjournment must be taken immediately. All other polls must be taken within thirty days of their being demanded.
- (b) A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- (c) No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.
- (d) The omission or failure by any proxy to vote in accordance with any instructions given to him by his appointor will not invalidate any vote cast by him or any resolution passed at the general meeting concerned.

17 Number of directors

The number of directors will not be less than two and there will be no maximum number.

18 Methods of appointing directors

18.1 Subject to these Articles and any JV Agreement, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

18.2 Model Article 17(1) will not apply to the Company.

19 Alternate directors

19.1 Appointment of alternate directors

A director (other than an alternate director) may, by notice in writing delivered to the Company, or in any other manner approved by the directors, appoint any person willing to act to be his alternate.

19.2 Existing director acting as alternate director

If an alternate director is himself a director and/or participates in any proceeding of the directors or at any committee as an alternate director for more than one director he will have a separate vote for each director for whom he acts as alternate in addition to his own but he will only be counted once in deciding whether a quorum is present.

19.3 Rights of alternate director – general

An alternate director will (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) have the same rights in relation to any decision of the directors as his appointor and in particular will (without limitation) be entitled to receive notice of all meetings of the directors and all committees of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate director).

19.4 Rights of alternate director – miscellaneous

- (a) A person who is an alternate director but not a director:
 - (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (ii) may participate in a unanimous decision of the directors (but only if that person's appointor is not participating).
- (b) An alternate director will be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified in the same way and to the same extent as a director. However, he will not be entitled to receive from the Company any fees for his services as alternate, except only such part (if any) of the fee payable to his appointor as such appointor may by notice to the Company direct. Subject to this Article 19, the Company will pay to an alternate director such expenses as might properly have been paid to him if he had been a director.
- (c) Every person acting as an alternate director will be an officer of the Company, will alone be responsible to the Company for his own acts and defaults and will not be deemed to be the agent of the director appointing him.

19.5 Cessation of appointment

An alternate director will automatically cease to be an alternate director:

- (a) if his appointor revokes his appointment by notice in writing delivered to the Company, or in any other manner approved by the directors; or
- (b) if his appointor ceases for any reason to be a director; or
- (c) if any event happens in relation to him which causes his office as director to be vacated or (if not himself a director) would do so if he were himself a director.

20 Retirement of directors

20.1 The directors will not be subject to retirement by rotation.

20.2 The office of a director who is at any time an employee of the Company or of any Group Company will automatically be vacated if:

- (a) he ceases to hold office as an employee or director (as described in the definition of Termination Date) of the Company; or

- (b) his employer ceases to be a member of the same Group (whether or not he ceases to be its employee),

without being appointed as or continuing to be an employee of the Company or of another continuing member of the same Group.

21 Proceedings of directors

21.1 General rule

The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 22 (Unanimous decision of the Board and written resolutions). The directors may (and will, if directed to do so by an Investor Majority) make, vary, relax or repeal any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

21.2 Decisions of sole director

If the Company only has one director that director must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting to enable the Members to appoint further directors.

21.3 Quorum

- (a) The quorum for the transaction of business of the Board will be two directors.
- (b) At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

21.4 Means of participation

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 will be deemed to be present in person at the meeting and will be counted in a quorum and be entitled to vote. Such a meeting will 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 chairman is located.

21.5 Miscellaneous

Save with Investor Majority Consent:

- (a) the Board will not delegate any of its powers either by power of attorney or to a committee other than as specified in any JV Agreement; and
- (b) meetings of the Board will not be held outside the United Kingdom.

22 Unanimous decision of the Board and written resolutions

22.1 A decision of the Board is taken in accordance with this Article 22 when sufficient Eligible Directors indicate by any means that they share a common view on a matter.

22.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing. A proposed directors' written resolution is adopted when each of the Eligible Directors have signed at least one copy or duplicate copy of it.

22.3 A decision may not be taken in accordance with this Article 22 if the Eligible Directors would not have formed a quorum had the matter been proposed as a resolution at a directors' meeting.

22.4 Unless the context otherwise requires, reference in these Articles to any meeting of the directors (or of any committee) includes any other proceedings or process by which any decision complying with this Article 22 is reached.

23 Directors' interests and conflict situations

23.1 Directors' interests

Provided he has declared the nature and extent of his interest in the circumstances and to the extent that the same is required by the provisions of the CA 2006, a director who to his knowledge is in any way, whether directly or indirectly, interested in any actual or proposed contract, transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with any Group Company or in which any Group Company is interested;
- (b) shall be entitled to vote at any meeting of the Board or any committee on any resolution concerning a matter in which he has, directly or indirectly, an interest and (whether he votes or not) may be counted towards any quorum; and
- (c) shall not be required to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with:
 - (i) any such contract, transaction or arrangement; or
 - (ii) any conflict situation which has been authorised by the Board or the Members (subject to any terms, limits or conditions attaching to such authorisation), or
 - (iii) holding any office or employment with any Group Company,

and the Company will not treat the receipt by the director of any such profit, remuneration or other benefit as a breach of duty under section 176 of the CA 2006,

in each case to the greatest extent permitted by law.

23.2 Authorisation of conflicts by directors

- (a) For the purposes of section 175 of the CA 2006, the directors will have the power at any time to give any Director Conflict Authorisation.

- (b) Where directors give a Director Conflict Authorisation under the power conferred by section 175 of the CA 2006 the Relevant Director will be obliged to act in accordance with any terms, limits or conditions to which such Director Conflict Authorisation is made subject, and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any Director Conflict Authorisation (subject to such terms, limits or conditions) as a breach by him of his duties under sections 172 to 174 of the CA 2006.

23.3 Group Conflict Authorisations

- (a) Subject to Article 23.3(b), a Member Conflict Authorisation is given by each Member on the terms of these Articles to each director in respect of any Conflict Situation that exists as at the Investment Date or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group and/or any Relevant Shareholder Entity, or has been appointed by any Relevant Shareholder Entity, on terms that the director concerned:

- (i) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Member Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party;
- (ii) is entitled to vote at any meeting of the Board or any committee on any resolution relating to the Conflict Situation; and
- (iii) may (but will be under no obligation to):
 - (A) absent himself from the discussions of, and/or the making of decisions;
 - (B) make arrangements not to receive documents and information, relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with any Member Conflict Authorisation (subject to such terms, limits or conditions) as a breach by him of his duties under sections 172 to 174 of the CA 2006.

- (b) A Member Conflict Authorisation given or deemed given under Article 23.3(a) may be revoked, varied or reduced in its scope or effect only by special resolution.

23.4 Conflict Authorisation – miscellaneous

- (a) Any Conflict Authorisation will (subject to any express contrary wording in its terms) be automatically deemed to extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised.

- (b) Nothing in this Article 23 will relieve any director from any duty he may otherwise have to declare and to update any declaration of any interest but no failure, delay or inaccuracy in making or updating such declaration will prejudice or invalidate any Conflict Authorisation.

24 Notices

24.1 Any notice, document or information (including a share certificate) which is sent or supplied by the Company:

- (a) in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed will be deemed to have been received by the intended recipient at the expiration of twenty-four hours (or, where first class mail is not used, forty-eight hours) after the time it was posted, and in proving such receipt it will be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted;
- (b) by electronic means will be deemed to have been received by the intended recipient twenty-four hours after it was transmitted, and in proving such receipt it will be sufficient to show that such notice, document or information was properly addressed; and
- (c) by means of a website will be deemed to have been received when the material 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 the material was available on the website.

24.2 Any accidental failure on the part of the Company to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding will not invalidate the relevant meeting or proceeding. This Article will have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information.

24.3 For the purposes of calculating the time when any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient for the purposes of these Articles (regardless of whether the period is expressed in hours or days) full account will be taken of any day, and any part of a day, that is not a Business Day. This Article 24.3 will have effect in place of the Company Communications Provisions regarding the calculation of the time when any such notice, document or information is deemed to have been received by the intended recipient.

25 Indemnity, insurance, gratuities and pensions

25.1 Subject to the CA 2006, the Company:

- (a) will, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant officer out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him:
 - (i) in relation to the actual or purported execution and discharge of the duties of such office; and

- (ii) in relation to the Company's (or associated company's) activities in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);
- (b) may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure; and
- (c) 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.

25.2 In this Article 25:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a relevant officer means any director, secretary, auditor or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006)); and
- (c) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

25.3 The directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

25.4 The directors may, on behalf of the Company, exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director will be accountable to the Company or the members for any benefit permitted by this Article 25.4 and the receipt of any such benefit will not disqualify any person from being or becoming a director of the Company.

26 Share certificates etc

The Company may in any manner permitted by the applicable provisions of Part 4 of the CA 2006 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.

27 Data protection

The Company may process personal data about the Members and directors of the Company from time to time, including, without limitation, for the purpose of due diligence exercises, and compliance with applicable laws, regulations and procedures. Any data processing shall be

carried out by the Company in accordance with applicable data protection legislation and in accordance with any privacy policy adopted by the Company and amended from time to time.

28 Change of name

The Company may change its name by decision of the directors and shall change its name by decision of the directors if directed to do so by a majority of the Members.

29 Partly paid Shares etc

29.1 The company has a lien (Company's Lien) over every Share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

29.2 The Company's Lien over a Share:

- (a) takes priority over any third party's interest in that Share; and
- (b) 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.

29.3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien will not be subject to it, either wholly or in part.

29.4 Subject to the provisions of this Article 29, if:

- (a) a lien enforcement notice has been given in respect of a Share; and
- (b) 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.

29.5 A lien enforcement notice:

- (a) 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;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) 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
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

29.6 Where Shares are sold under this Article 29:

- (a) 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; and

- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 29.7 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:
 - (a) 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
 - (b) 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.
- 29.8 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:
 - (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 29.9 Subject to these Articles and the terms on which Shares are allotted, the directors may send a call notice to a member requiring the member to pay the Company a specified sum of money (call) which is payable in respect of Shares which that member holds at the date when the directors decide to send the call notice.
- 29.10 A call notice:
 - (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
 - (b) must state when and how any call to which it relates is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 29.11 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- 29.12 Before the Company has received any call due under a call notice the directors may:
 - (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,by a further notice in writing to the member in respect of whose Shares the call is made.
- 29.13 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 29.14 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.

- 29.15 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:
- (a) to pay calls which are not the same; or
 - (b) to pay calls at different times.
- 29.16 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):
- (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 29.17 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.
- 29.18 If a person is liable to pay a call and fails to do so by the Call Payment Date:
- (a) the directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person must pay the Company interest on the call from the Call Payment Date at the Relevant Rate.
- 29.19 The Relevant Rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(2).
- 29.20 The directors may waive any obligation to pay interest on a call wholly or in part.
- 30 Forfeiture and surrender
- 30.1 A notice of intended forfeiture:
- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
 - (b) must be sent to the holder of any Share in respect of which a call has not been paid as required by a call notice (or to a person entitled to it) by reason of the holder's death, bankruptcy or otherwise;
 - (c) 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;
 - (d) must state how the payment is to be made; and
 - (e) 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.

- 30.2 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.
- 30.3 Subject to these Articles, the forfeiture of a Share extinguishes:
- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
 - (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 30.4 Any Share which is forfeited in accordance with these Articles:
- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
 - (b) is deemed to be the property of the Company; and
 - (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 30.5 If a person's Shares have been forfeited:
- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - (b) that person ceases to be a Member in respect of those Shares;
 - (c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
 - (d) that person remains liable to the Company for all sums payable by that person under these Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
 - (e) 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.
- 30.6 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.
- 30.7 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.
- 30.8 A statutory declaration by a director that the declarant is a director and that a Share has been forfeited on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.

- 30.9 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.
- 30.10 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:
- (a) was, or would have become, payable; and
 - (b) 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.
- 30.11 A Member may surrender any Share:
- (a) in respect of which the directors may issue a notice of intended forfeiture;
 - (b) which the directors may forfeit; or
 - (c) which has been forfeited.
- 30.12 The directors may accept the surrender of any such Share.
- 30.13 The effect of surrender on a Share is the same as the effect of forfeiture on that Share.
- 30.14 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

31 Definitions and interpretation

31.1 In these Articles, unless the context otherwise requires:

acceptors has the meaning given in Article 9.4(c)(i)

acting in concert has the meaning given by the City Code on Takeovers and Mergers as in force and construed on the Investment Date

Allotment Rights means rights to subscribe for or to convert any security into Shares

Auditors means the auditors for the time being of the Company

Board means the board of directors of the Company for the time being

Business Day means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays)

CA 2006 means Companies Act 2006

Call Payment Date means the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the Call Payment Date is that later date

Cash Equivalent Value means the value of the relevant Non-Cash Amount as agreed between an Investor Majority and a HNP Majority or, in the absence of such agreement prior to the Realisation (or, in respect of any Non-Cash Amount that is Deferred Consideration, the date on which such Deferred Consideration is to be paid), the value as determined by the Valuers in accordance with Article 12 (Valuation and Disputes), provided that:

- (a) in the case of a Sale by private treaty where the sale agreement attributes a value to such Non-Cash Amount, the Cash Equivalent Value will be such value attributed to it in the sale agreement and
- (b) in the case of a Sale following a public offer where the Non-Cash Amount includes the issue of securities (not accompanied by a cash alternative), which will rank pari passu with a class of securities already admitted to trading on a Recognised Investment Exchange, the Cash Equivalent Value of such Non-Cash Amount will be determined by reference to the average middle market quotation of such securities over the period of 5 Business Days ending 3 days prior to the day on which the Sale is completed

Company Communications Provisions means the company communications provisions in the CA 2006 (being the provisions at sections 1144 to 1148 and Schedules 4 and 5)

Company's Lien has the meaning given in Article 29.1

Compulsory Sale Notice has the meaning given in any JV Agreement

Conflict Authorisation means a Director Conflict Authorisation or a Member Conflict Authorisation, as the case may be

Conflict Situation means any situation which would, or might (if not authorised), constitute or give rise to a situation in which a director has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company

Corporate Transferee has the meaning given in Article 11.1

Corporate Transferor has the meaning given in Article 11.1

Deed of Adherence has the meaning given in any JV Agreement

Deferred Consideration means any consideration (on a Sale) or distribution to Members (on a Winding Up) the payment of which is deferred until after the Realisation Date (whether such consideration is unconditional or is contingent on any fact, matter, circumstance or event occurring after the Realisation Date)

Deferred Consideration Value means:

- (a) in respect of any element of Deferred Consideration that is paid or distributed as a cash sum, the total amount of such cash sum that is actually paid or distributed and
- (b) in respect of any element of Deferred Consideration that is paid or distributed otherwise than in cash, the Cash Equivalent Value of that Deferred Consideration which is actually paid or distributed

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

Director Conflict Authorisation means authorisation, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as the directors may determine, of any Conflict Situation under the powers conferred by section 175 of the CA 2006

Eligible Director means a director entitled to vote on any matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)

Equity Shares means the Ordinary Shares and Preference Shares for the time being in issue

Estimated Realisation Date means the Board's best estimate of the Realisation Date for an anticipated Realisation

Excess Shares has the meaning given in Article 9.4(c)(i)

Family Trust means a trust that permits the settled property or the income from it to be applied only for the benefit of:

- (a) the settlor and/or a Privileged Relation of that settlor
- (b) any charity or charities as default beneficiaries (meaning that the charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries at any time except other charities)

and in addition, under which no power of control is capable of being exercised over the votes of any Shares that are held in the trust by any person other than the trustees, the settlor or the Privileged Relations of the settlor. For the purposes of this definition:

- (i) settlor includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member and
- (ii) Privileged Relation includes a widow or widower of, or a surviving civil partner of, the settlor

fully paid in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share has been paid to the Company

Further Investment means any amount(s) invested by the Investors in the Company or in any other member of the Group (whether by way of subscription for or transfer of further shares (whether equity or non-equity) or loan notes or by way of loan or otherwise) in addition to the Initial Investment

Group means the Company and all its subsidiaries and subsidiary undertakings for the time being and member of the Group and Group Company will be construed accordingly

HNP Majority means the holders for the time being of over 50% in nominal value of the Ordinary Shares for the time being in issue

Initial Investment means £12,000,000 being the sum of £12,000,000 subscribed by the Original Investors for Preference Shares on the Investment Date

Investment Date means the date of any JV Agreement

Investment Fund means any person, company, investment fund or co-investment plan whose business consists of holding securities for investment purposes

Investments means the sum of the Initial Investment and any Further Investment(s)

Investor means an Investor, as defined in any JV Agreement (and includes any party who subsequently adheres to any JV Agreement as an Investor by entering into a Deed of Adherence)

Investor Majority Consent has the meaning given in any JV Agreement

Investor Majority means the holder(s) for the time being of over 50% in nominal value of the Preference Shares for the time being in issue

Investor Returns means those payments made by the Company to the Investors from the Investment Date to the Realisation Date in respect of and pursuant to the rights attaching to the Investment(s) comprising the following (but to avoid doubt without double counting any particular payment amount):

- (a) repayments to the Investors of any loan capital
- (b) dividends received by the Investors from the Company in respect of the Investors' Investment
- (c) any amounts received by the Investors as a consequence of the redemption or sale of any Preference Shares and
- (d) the Investors' Proportion

Investors' Proportion means that amount of the Realisation Proceeds as is attributable to the Investment(s) after taking into account the operation of Article 6 (Provisions on Realisation)

Issue Price means the amount paid up or credited as paid up on the Shares concerned (including any premium)

JV Agreement means any joint venture agreement relating to the management and operation of the Company entered into between the Members from time to time, as amended, waived, restated, modified or supplemented from time to time

Member means any registered holder of a Share for the time being

Member Conflict Authorisation means authorisation, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as the Members may determine, of any Conflict Situation

Member Of The Same Group means any subsidiary or holding company of that Member, or a subsidiary of such a holding company

Model Articles means the model articles for private companies limited by shares as set out in schedule 1 to The Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles

Non-Cash Amount means any amount which is payable otherwise than in cash

Ordinary Share means an ordinary share of £1.00 in the capital of the Company

Original Investors has the meaning given in any JV Agreement

paid means paid or credited as paid

Permitted Transfer means a transfer of a Share permitted under and made in accordance with Article 11 (Permitted Transfers)

Permitted Transferee means a person to whom a Permitted Transfer has been, or may be, made

Preference Share means a preference share of £1.00 each in the capital of the Company

Privileged Relation means a spouse or civil partner and any children including step and adopted children of that Member who is not a minor

Proceeds means the proceeds payable to the Members in respect of any Relevant Transaction

Realisation means a Sale or a Winding Up

Realisation Date means the date on which a Realisation occurs, being

- (a) where the Realisation is by way of a Sale, the date of receipt from the buyer or buyers of the consideration first payable on completion of the Sale
- (b) where the Realisation is by way of a Winding Up, the date of the first distribution of assets pursuant to the Winding Up

Realisation Proceeds means:

- (a) in the event of a Sale, the aggregate consideration payable to the Members for all the Shares (and not, for the avoidance of doubt, any amount to be provided by a purchaser to procure the repayment by any Group Company of any bank debt or other borrowings, including any loan notes issued by the Group, and any and all other liabilities of the Group) including the Cash Equivalent Value of any Non-Cash Amount but excluding any Deferred Consideration (in respect of which the provisions of Article 6.3 will apply)
- (b) in the event of a Winding Up, the amount to be distributed (including the Cash Equivalent Value of any Non-Cash Amount) in the Winding Up to the Members in respect of their Shares (and not, for the avoidance of doubt, any amount to be repaid by any Group Company in respect of any bank debt or other borrowings, including any loan notes issued by the Group, and any and all other liabilities of the Group) on completion of such Winding Up, but excluding any Deferred Consideration (in respect of which the provisions of Article 6.3 will apply)

Recognised Investment Exchange has the meaning given in section 285(1)(a) of the Financial Services and Markets Act 2000

Relevant Director means a director in respect of whom a Conflict Authorisation is given, or is proposed to be given

Relevant Group means:

- (a) the Company

- (b) each (if any) body corporate which is for the time being a subsidiary of the Company
- (c) each (if any) body corporate of which the Company is for the time being a subsidiary (Parent) and
- (d) each (if any) body corporate (not falling within any preceding paragraph of this definition) which is for the time being a subsidiary of the Parent

Relevant Shareholder Entity means:

- (a) any Member that is a body corporate
- (b) any custodian nominee or manager for any Investor or any person for whom such Investor is itself the custodian or nominee
- (c) any body corporate in which any of the preceding hold for the time being or have ever held or are or may become obliged (whether or not contingently) to make or acquire any investment (whether debt, equity or otherwise) (Investee)
- (d) any other body corporate which is a Member Of The Same Group as any Investee or any Member (or any person for whom such Member is itself the custodian or nominee) or with whom the Investee (or a member of its group) or any Investor (or any person for whom such Member is itself the custodian or nominee) has or is proposing or considering having any business or commercial dealings or relationship and
- (e) any carried interest, co-invest or other participation or incentive arrangement of whatsoever nature operated or organised for the time being by any of the foregoing

Relevant Member means a person in respect of whom a Transfer Event has occurred

Relevant Member's Group means, in relation to a Relevant Member, that Relevant Member and:

- (a) any Privileged Relations of that Relevant Member
- (b) the trustees of any Family Trust of which that Member is the settlor and
- (c) where the Relevant Member is a body corporate, any Member Of The Same Group as such Relevant Member

Relevant Rate means:

- (a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors or
- (c) if no rate is fixed in either of these ways, 5% per annum

Relevant Transaction means any Realisation or other transaction in respect of which a disputed matter has been referred to the Valuers under Article 12 (Valuation and Disputes)

Sale means the making of one or more agreements (whether conditional or not but which agreement(s) become(s) unconditional) for the disposal, transfer, purchase, subscription or renunciation of the entire issued share capital of the Company and for the purposes of this definition disposal means a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the Shares in question or of voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement

Shares means shares of any class in the capital of the Company

Target Return means receipt by the Investors of Investor Returns that would result in the Investor Returns being an amount equal to the amount of the Investments

Termination Date means:

- (a) where the Group Company or the employee, director or consultant terminates or purports to terminate a contract of employment or engagement by giving notice to the other party of the termination of the employment or engagement (whether or not the same constitutes a wrongful or unfair dismissal by the Group Company, and whether or not the employee, director or consultant is lawfully able to terminate the employment or engagement), the date of that notice
- (b) where the Group Company (on the one hand) or employee, director or consultant (on the other hand) wrongfully repudiates the contract of employment or engagement and the other respectively accepts that the contract of employment or engagement has been terminated, the date of such acceptance by the Group Company, or employee or director (as the case may be)
- (c) where a contract of employment or engagement is terminated under the doctrine of frustration, the date of the frustrating event and
- (d) where a contract of employment or engagement is terminated in any other circumstance, the date on which the person actually ceases to be employed or engaged by the Group Company

Threshold Amount means an amount of overall Realisation Proceeds that, when distributed in accordance with Articles 6.2(a), would result in the Target Return being achieved by the Investors

Transfer Event means:

- (a) in relation to any Member being an individual, such Member:
 - (i) having a bankruptcy order made against him or being declared bankrupt by any court of competent jurisdiction
 - (ii) being prohibited by law from being a director
 - (iii) making an offer to make any arrangement or composition with his creditors generally
 - (iv) dying or

- (v) becoming the subject of any written opinion given to the Company by a registered medical practitioner who is treating that Member stating that he/she has become physically or mentally incapable of acting as a director and may remain so for more than three months
- (b) in relation to any Member being a body corporate, such Member:
 - (i) having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets
 - (ii) appointing or suffering the appointment of an administrator appointed in relation to it
 - (iii) entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction)
 - (iv) having any equivalent action in respect of it taken in any jurisdiction outside England and Wales
- (c) in relation to any person or trustee who holds Shares by virtue of a transfer in accordance with Article 11.3:
 - (i) such person ceasing to be a Privileged Relation of the Member from whom the Shares were transferred, or the trust in question ceasing to be a Family Trust in relation to such Member or
 - (ii) there ceasing to be any beneficiaries of the Family Trust (or no beneficiaries other than charities) or
- (d) any Member attempting to deal with or dispose of any Share or any interest in it other than in accordance with these Articles (and whether or not for value)

Valuers means the Auditors unless the Auditors give notice to the Company that they are unable or unwilling to take an instruction to report on the matter in question or the terms on which the Auditors are prepared to act are not acceptable to the Company, in which event the Valuers will be a firm of chartered accountants suitably experienced in such matters having regard to the size and nature of the Company as selected by the Board with Investor Majority Consent or in default of such consent (as the case may be) within 10 Business Days, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party

Winding Up means any winding up, dissolution or liquidation of the Company

- 31.2 In these Articles, words importing a gender include every gender and references to persons will include bodies corporate, unincorporated associations and partnerships.
- 31.3 Words and expressions defined in or for the purposes of the CA 2006 will, unless the context otherwise requires, have the same meaning in these Articles.
- 31.4 The headings in these Articles will not affect their construction or interpretation.
- 31.5 Whenever under these Articles 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.

- 31.6 Without prejudice to the directors' statutory and fiduciary duties, where in these Articles the consent or approval of the Board, any Member or any other person is required or the Board, any Member or any other person has a discretion which it may exercise in respect of any matter, the party whose consent or approval is required to be obtained or who may exercise any such discretion shall have an unfettered right to take such decision as it thinks fit regarding whether to grant any consent or approval so requested or the exercise of any such discretion, free of any implied duty not to unreasonably withhold the same or not to act arbitrarily, capriciously or irrationally, save where these Articles expressly state to the contrary.
- 31.7 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 CA 2006 (Dispute), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity.
- 31.8 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.
- 31.9 Notwithstanding Article 31.7 and Article 31.8, 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.
- 31.10 Unless the context otherwise requires, reference in these Articles to any English term for any action, remedy, method of judicial proceeding, legal document, legal status, Court, legislation, official or any legal concept or thing will, in respect of any jurisdiction other than England and Wales, be deemed to include what most nearly approximates in that jurisdiction to the relevant English term.