

Dated 21 November 2022

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
TOPCO KORU LIMITED**

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COMPANY NO. 12717398

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TOPCO KORU LIMITED (Company)

(Adopted by special resolution passed on 21 November 2022)

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INTRODUCTION

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("**Model Articles**") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles.

2. INTERPRETATION

- 2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"2006 Act"	the Companies Act 2006 (as amended from time to time)
"A Ordinary Shares"	the A ordinary shares of £0.001 each of the Company having the rights set out in Article 12 in respect of Shares of that class
"acting in concert"	the meaning set out in the City Code on Takeovers and Mergers for the time being
"Acquisition Date"	in respect of a Leaver's Shares, the date on which the Shares were allotted or transferred to the Leaver in question and in the case of more than one allotment or transfer to a Leaver, the Acquisition Date for all such Shares shall be the first date on which Shares were transferred or allotted to the Leaver
"Allocation Notice"	as the context requires, has the meaning given to that term in Article 17.10
"Articles"	these Articles of Association as amended, supplemented, varied or replaced from time to time
"Auditors"	the auditors to the Company for the time being

"B1 Ordinary Shares"	the B1 Ordinary Shares of £0.001 each of the Company having the rights set out at Article 12 in respect of Shares of that class
"B2 Ordinary Shares"	the B2 Ordinary Shares of £0.001 each of the Company having the rights set out at Article 12 in respect of Shares of that class
"Bad Leaver"	a Leaver who: <ul style="list-style-type: none"> (a) is dismissed in circumstances which justify his summary dismissal; (b) is in breach of any restrictive covenants that he has given to the Investor or any Group Company; or (c) resigns
"Bidco"	Bidco Koru Limited (registered number 12725988) whose registered office is at 20 Dale St, Manchester, United Kingdom, M1 1EZ
"Board"	the board of directors of the Company from time to time
"Business Day"	any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business
"C Loan Note Instrument"	the loan note instrument to be issued by Bidco in the agreed form constituting the C Loan Notes as the same may be amended, supplemented, varied or replaced from time to time
"C Loan Notes"	the £47,622.47 secured loan notes 2030 of Bidco to be constituted by the C Loan Note Instrument
"C Ordinary Shares"	the C ordinary shares of £0.001 each of the Company having the rights set out in Article 12 in respect of Shares of that class
"Called Shareholders"	has the meaning given to that term at Article 18.5
"Compulsory Sale Price"	the meaning given to that term at Article 19.5
"Controlling Interest"	an interest (as defined in sections 820 to 825 of the 2006 Act) in Shares conferring in aggregate more than 50 per cent. of the total voting rights normally exercisable at a general meeting of the Company
"connected person"	the meaning given to that expression in section 993 of the Income Taxes Act 2007 and "connected with" shall be construed accordingly
"D Ordinary Shares"	the D ordinary shares of £0.001 each of the Company having the rights set out in Article 12 in respect of Shares of that class

"E Ordinary Shares"	The E ordinary shares of £0.001 each of the Company having the rights set out in Article 12 in respect of Shares of that class
"Deemed Transfer Notice"	the meaning given to that term at Article 19.2
"Drag Along Notice"	the meaning given to that term at Article 18.5
"Drag Along Option"	the meaning given to that term at Article 18.5
"Employee Trust"	any trust established by the Company for the benefit of employees and/or any of the persons referred to in section 1166 of the 2006 Act and which has been approved by the Lead Investor
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"Excess Sale Shares"	as the context requires, has the meaning given to that term at Article 17.7.2
"Fair Value"	for the purposes of these Articles means the amount agreed between the Board (with Investor Consent) and the Seller or, in the absence of agreement within 15 Business Days of the date of the Deemed Transfer Notice, as may be determined by the Auditors in accordance with Article 20
"Family Member"	the wife or husband or civil partner (or widow or widower or surviving civil partner), children and grandchildren (including step and adopted children and grandchildren) of a holder
"Family Trust"	in relation to a holder, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that holder or any of his Family Members and under which no power of control over the voting powers conferred by any such Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such holder or any of his Family Members
"Financial Year"	shall in respect of the Company have the meaning defined by section 390 of the 2006 Act
"Founder Manager"	has the meaning given in the Investment Agreement
"FSMA"	the Financial Services and Markets Act 2000 (as amended from time to time)
"Good Leaver"	(a) a person who is a Leaver as a result of:(i) death; or(ii) Serious Ill Health; and(b) any Leaver whom the Remuneration Committee, with Investor Consent, determines is a Good Leaver

"Group"	the Company and each of its subsidiaries from time to time and references to "member of the Group" and "Group Company" is to be construed accordingly
"holder"	in respect of any Share, the person or persons for the time being registered by the Company as the holders of that Share but disregarding any Shares held by the Company in treasury and "shareholder" shall be interpreted accordingly
"Intermediate Leaver"	any Leaver who is not a Good Leaver or a Bad Leaver
"Investment Agreement"	the investment agreement dated on or around the date of these Articles and made between the Company, Bidco, the Managers, Richard Chapman and the Investor as the same may be amended, supplemented, varied or replaced from time to time
"Investment Date"	the date of the Investment Agreement
"Investor"	the "Investor" as defined in the Investment Agreement (including any additional or replacement "Investor" who is joined as an "Investor" in a deed of adherence executed in accordance with the Investment Agreement)
"Investor Consent"	the consent in writing of the Lead Investor
"Investor Covenant"	the deed of covenant relating to the financial performance of the Group entered into on the Investment Date by the Company in favour of the Lead Investor as the same may be amended, supplemented, varied or replaced from time to time
"Investor Directors"	the directors appointed pursuant to Article 8
"Investor Group"	in relation to the Lead Investor: <ul style="list-style-type: none"> (a) the Lead Investor or any subsidiary or holding company of the Lead Investor or subsidiary of a holding company of the Lead Investor (each a "Relevant Person"); (b) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser; (c) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser; (d) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person; (e) any nominee or trustee of any Relevant Person; (f) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person including any person who becomes a manager or adviser of an Investor in place of or in addition to such Investor; or

	(g) any co-investment scheme, being a scheme under which certain officers, employees or partners of a Relevant Person or its adviser or manager are entitled or required (as individuals or through a body corporate or any other vehicle) to acquire shares which the Relevant Person would otherwise acquire or has acquired
"Investor Loan Notes instrument"	the loan note instrument to be issued by Bidco in the agreed form constituting the Investor Loan Notes as the same may be amended, supplemented, varied or replaced from time to time
"Investor Loan Notes"	the £9,810,039.29 secured loan notes 2030 of Bidco to be constituted by the Investor Loan Note Instrument
"Investor Seller"	the meaning given to that term in Article 18.5
"Issue Price"	in respect of a Share, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium
"Joint Election"	a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 in a form approved by the Lead Investor, such approval being evidenced by the delivery of Investor Consent
"Lead Investor"	Newlands Capital 1 LLP (registered number OC432424) whose registered office is at Lowin House, Tregolls Road, Truro, Cornwall, United Kingdom, TR1 2NA
"Leaver"	a shareholder who: <ul style="list-style-type: none"> (a) is an individual; and (b) is or was previously a director or employee of a member of the Group; and (c) ceases to hold such office or employment and as a consequence is no longer a director or employee of any member of the Group
"Listing"	the admission by the Financial Conduct Authority in its capacity as the UK Listing Authority of any Share to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any Share to trading on AIM, a market of the London Stock Exchange plc or the admission by any recognised investment exchange of any Share, and, in each case, such admission becoming effective
"Loan Note Instrument"	the Investor Loan Note Instrument, the Manager Loan Note Instrument and the C Loan Note Instrument
"Loan Notes"	the Investor Loan Notes, the Manager Loan Notes and the C Loan Notes
"Managers"	the "Managers" as defined in the Investment Agreement

	(including any additional or replacement "Manager" who is joined as a "Manager" in a deed of adherence executed in accordance with the Investment Agreement)
"Management Director"	the director appointed pursuant to Article 8.3
"Manager Loan note Instrument"	the loan note instrument to be issued by Bidco in the agreed form constituting the Manager Loan Notes as the same may be amended, supplemented, varied or replaced from time to time
"Manager Loan Notes"	the £8,670,338.24 secured loan notes 2030 of Bidco to be constituted by the Manager Loan Note Instrument
"Member Applicant"	as the context requires, has the meaning given to that term in Article 17.10
"Offer Notice"	as the context requires, has the meaning given to that term at Article 17.5 or Article 19.9
"Par Value"	has the meaning given to that term in Article 19.7
"Proportionate Entitlement"	as the context requires, has the meaning given to that term in Article 17.6.2
"recognised investment exchange"	the meaning given to the expression in section 285(1) FSMA
"Relevant Conditions"	meaning given to the expression in Article 13.6
"Remuneration Committee"	means the remuneration committee of the Company constituted in accordance with the terms of the Investment Agreement
"Sale"	the transfer (other than a transfer permitted under Articles 16.1, 16.2, 16.3.1 and 16.3.2) of any interest in Shares to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest
"Sale Shares"	as the context requires, has the meaning given to that term at Article 17.1.1 or Article 19.2
"Seller"	a holder who wishes, or is required, to transfer any Share or any beneficial interest therein to a person to whom Article 16 does not apply
"Serious Ill Health"	for the purpose of these Articles means an illness or disability certified by a general medical practitioner as rendering the departing person for a period of 12 months incapable of carrying out his role as an employee and/or director
"Shares"	shares in the capital of the Company

"Statutes"	the Companies Act as defined in section 2 of the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
"Tag Along Offer"	the meaning given to that term at Article 18.3
"Transfer Event"	the meaning given to that term at Article 19.1
"Transfer Notice"	the meaning given to that term at Article 17.1
"Transfer Price"	the meaning given to that term at Article 17.1.3
"Warehouse"	any or all of the Company, the Lead Investor, an Employee Trust or employees or prospective employees of any Group Company in such numbers and proportions of Shares as the Board may determine with Investor Consent

- 2.2 Unless the context otherwise requires, words and expressions contained in these Articles bear the same meaning as in the Statutes (but excluding any statutory modification not in force when these Articles become binding on the Company).
- 2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.
- 2.4 Reference to a **"subsidiary" or "holding company"** will have the meanings defined by section 1159 CA 2006 and for the purposes of section 1159(1) a company (the first company) shall be treated as a member of another company if:
- 2.4.1 any of its subsidiaries is a member of that other company;
 - 2.4.2 any shares in that other company are held by a person acting on behalf of the first company or any of its subsidiaries; or
 - 2.4.3 any shares in that other company are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares by the first company.
- 2.5 Where the word **"address"** appears in these Articles it is deemed to include postal address and, where applicable, electronic address.
- 2.6 Words signifying the singular number only include the plural number and vice versa.

PROCEEDINGS OF DIRECTORS

3. UNANIMOUS DECISIONS OF DIRECTORS

A decision of the directors 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. Model Article 8(2) shall not apply to the Company.

4. REMOVAL OF DIRECTORS

The office of any director shall be vacated if:

- 4.1 (in the case of an executive director only) he shall, for whatever reason, cease to be employed by the Company or any other member of the Group and he does not remain an employee of any other Group Company;
- 4.2 (other than in the case of an Investor Director or a director who is a Founder Manager) all the other directors or the Lead Investor requests his resignation in writing; or
- 4.3 (in the case of a director who is a Founder Manager only) the provisions of **Article 12.4** apply,

and the provisions of Model Article 18 shall be extended accordingly.

5. QUORUM FOR DIRECTORS' MEETINGS

- 5.1 Subject to **Articles 5.2** and **5.3**, the quorum for directors' meetings shall throughout each meeting be two directors one of whom must, subject to **Article 5.4**, be an Investor Director (if appointed) and the other must be a Founder Manager (if appointed) who is not a designated Leaver.
- 5.2 If the provisions of **Article 12.4** apply, the quorum for directors' meetings shall throughout each meeting be any two directors one whom must be an Investor Director (if appointed).
- 5.3 If a Founder Manager fails to attend a properly convened directors' meeting, the meeting shall be adjourned for a period of not less than two Business Days. If a Founder Manager fails to attend the reconvened directors' meeting the quorum for the reconvened meeting shall be any two directors one whom must be an Investor Director (if appointed).
- 5.4 In relation to any meeting of the directors to consider whether to authorise a conflict of interest of the Investor Director:
 - 5.4.1 it shall not be necessary for the Investor Director to be present in person or by proxy in order to constitute a quorum;
 - 5.4.2 the meeting shall not deal with any other business other than that of the consideration of the conflict of interest of the Investor Director; and
 - 5.4.3 the quorum for such meeting shall be one and Model Article 11(2) is varied accordingly.
- 5.5 Without prejudice to **Article 5.4**, if, and as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a meeting of the directors the following apply:
 - 5.5.1 if the eligible directors participating in the meeting do not constitute a quorum, then the quorum for the purposes of the meeting shall be one which must be, other than a meeting pursuant to **Article 5.4**, an Investor Director (if appointed) and Model Article 11(2) is varied accordingly; and
 - 5.5.2 if, notwithstanding **Article 5.5.1**, the eligible directors participating in

the meeting still do not constitute a quorum, then the meeting must be adjourned to enable the holders to authorise any situation in which a director has a conflict of interest.

6. DIRECTORS' INTERESTS

6.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director (including an Investor Director) notwithstanding his office, but, in the case of directors other than the Investor Director, subject always to obtaining Investor Consent:

- 6.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 6.1.2 may hold any other office or employment with the Company (other than the office of Auditor);
- 6.1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested;
- 6.1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as Auditor); and
- 6.1.5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 6.1.1 to 6.1.4** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

6.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which the director or any other interested director may have or where the terms of authorisation of such conflict of interest provide that the director may not vote in situations prescribed by the Board when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in **Articles 6.1.1 to 6.1.4** (inclusive) and in any of the circumstances set out in Model Articles 14(3) and 14(4).

6.3 For the purposes of **Article 6.1**:

- 6.3.1 a general notice to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 6.3.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 6.3.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force at the date of adoption of these

Articles) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director.

6.4 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

7. AUTHORISATION OF DIRECTORS' CONFLICTS OF INTEREST

7.1 Any approval of a conflict of interest (other than a conflict of interest of the Investor Director or the Chairman) pursuant to **Article 6** will be subject, in addition to board authorisation pursuant to section 175 of the 2006 Act, to obtaining Investor Consent who may specify that certain conditions be attached to such authorisation. Any such board authorisation pursuant to section 175 of the 2006 Act which is given without obtaining Investor Consent or without such conditions attaching to the authorisation as specified by the Lead Investor will be ineffective.

7.2 Any conflict of interest of an Investor Director or the Chairman may be authorised either by way of authorisation of the Board as set out at section 175 of the 2006 Act or by way of resolution of the holders. Any refusal of the Board to authorise such conflict of interest will not in any way affect the validity of a resolution of the holders to authorise such conflict of interest.

7.3 An Investor Director will not be in breach of his duty under sections 172, 173 and 175 of the 2006 Act or the authorisation given by this **Article 7** by reason only that he receives confidential information from a third party relating to a conflict of interest which has been authorised by this **Article 7** and either fails to disclose it to the directors or fails to use it in relation to the Company's affairs.

8. DIRECTORS AND CHAIRMAN

8.1 The Lead Investor may from time to time appoint two persons to be a director with the title of investor director (each an "**Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove an Investor Director from office.

8.2 Any appointment or removal of an Investor Director shall be in writing served on the Company signed by the Lead Investor and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.

8.3 Wendy Rule shall be appointed as the first Management Director on the date of these Articles and shall cease to be a Management Director when the chief executive officer with approval of the Board identifies a suitable senior member of staff as a replacement and appoints the replacement as a Management Director (approval by the Board not to be unreasonably withheld), or until such earlier time as Wendy Rule unilaterally decides to resign from her position as a Management Director. The Board will use all reasonable endeavours to ensure that a Management Director is appointed at all times.

8.4 Save where any of the circumstances referred to in **Article 12.3.5** or **12.4** exist, a Founder Manager will be entitled to be appointed as a director. Where any of the circumstances referred to in **Article 12.3.5** or **12.4** exist, the relevant Founder Manager will immediately cease to be a Director.

- 8.5 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the address for service of notice on the Lead Investor under the Investment Agreement.
- 8.6 Upon written request by the Lead Investor the Company shall procure that an Investor Director is forthwith appointed as a director of any other member of the Group, to any committee of the Board or the board of any member of the Group.
- 8.7 Where any decision is to be made by any member of the Group in relation to the exercise, enforcement or waiver of its rights under the Acquisition Agreement (as defined in the Investment Agreement) or against any holder of B Ordinary Shares or C Ordinary Shares or any director or person connected with any such holder or director, any such decision shall be within the exclusive power of an Investor Director (to the exclusion of the other directors but after using reasonable endeavours to consult with any Founder Manager not alleged to be in breach of, or directly interested in or connected to a breach of, the Acquisition Agreement) who shall have (without limitation) exclusive authority in relation to the conduct of any proceedings of whatever nature arising in connection with any such rights and no other director shall have power to settle or compromise any such claim.
- 8.8 The Founder Managers with Investor Consent may appoint a non-executive director as the chairman of the Board (the "**Chairman**") and the Lead Investor may remove the Chairman. The first Chairman shall be appointed within 6 months of the date of these Articles. If the Investor and the Founder Managers cannot agree on a Chairman within 6 months of the date of these Articles (or, in relation to any subsequent appointment, within any subsequent 6 month period following the date of removal of the Chairman), the Investor may, in addition to the Investor Directors, appoint any person to be Chairman. **Article 8.2** shall apply to any such appointment ~~mutatis~~ mutandis. Model Article 12 shall be modified accordingly. The fee payable to the Chairman shall be at such rate agreed between the Board and the Chairman and, in the absence of agreement, shall be determined by an Investor Director.

9. CASTING VOTE

Model Article 13 shall not apply to the Company.

10. ALTERNATE DIRECTORS

10.1 Appointment and removal of alternates

- 10.1.1 Any director (the "**appointor**") may appoint as an alternate director ~~any~~ other director, or, with Investor Consent, any other person, to:
- 10.1.1.1 exercise that director's powers; and
- 10.1.1.2 carry out that director's responsibilities,
- in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate director's appointor.
- 10.1.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

- 10.1.3 The notice must:
- 10.1.3.1 identify the proposed alternate director; and
 - 10.1.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate director that the proposed alternate director is willing to act as the alternate director of the director giving the notice.

10.2 Rights and responsibilities of alternate directors

- 10.2.1 An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate director's appointer.
- 10.2.2 An alternate director may act as an alternate director for more than one appointor.
- 10.2.3 Except if these Articles specify otherwise, alternate directors:
- 10.2.3.1 are deemed for all purposes to be directors;
 - 10.2.3.2 are liable for their own acts and omissions;
 - 10.2.3.3 are subject to the same restrictions as their appointers; and
 - 10.2.3.4 are not deemed to be agents of or for their appointors,
- and, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointer is a member.
- 10.2.4 A person who is an alternate director but not a director:
- 10.2.4.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointer is not participating); and
 - 10.2.4.2 may participate in a unanimous decision of the directors (but only if his appointer is an eligible director in relation to that decision, but does not participate).
- 10.2.5 No alternate director may be counted as more than one director for such purposes.
- 10.2.6 A director who is also an alternate director is entitled, in the absence of his appointer, to a separate vote on behalf of his appointer, in addition to his own vote on any decision of the directors (provided that his appointer is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 10.2.7 An alternate director is not entitled to receive any remuneration from

the Company for serving as an alternate director except such part of the alternate director's appointer's remuneration as the appointer may direct by notice in writing made to the Company

10.3 Termination of alternate directorship

10.3.1 An alternate director's appointment as alternate terminates:

10.3.1.1 when the alternate director's appointer revokes the appointment by notice to the Company in writing specifying when it is to terminate;

10.3.1.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to the alternate director's appointer, would result in the termination of the appointer's appointment as a director;

10.3.1.3 on the death of the alternate director's appointer; or

10.3.1.4 when the alternate director's appointer's appointment as a director terminates.

11. ALTERNATE DIRECTORS' EXPENSES

Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

SHARE RIGHTS

12. SHARE RIGHTS

Save as otherwise provided in these Articles, the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares shall be treated *pari passu* and as if they constituted one class of Share. The rights attached to the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares are as follows:

12.1 Dividends

Provided that there is no ongoing default under the Loan Note Instrument or the conditions attaching to the Loan Notes, any remaining profits which the Company determines to distribute in respect of any Financial Year shall, subject to the approval of the holders in general meeting and Investor Consent, be applied in distributing the balance of such profits amongst the holders of the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares then in issue *pari passu* according to the number of such Shares held by them respectively as if they constituted one class of Share.

The E Ordinary Shares shall not confer on any holder of E Ordinary Shares the right to receive any dividend or other distribution of income in respect of any E Ordinary Shares and the Company shall not declare or pay any dividend or other distribution of an income nature in respect of any E Ordinary Shares.

12.2 Capital

On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of its liabilities (including repayment of the Loan Notes and associated interest thereon) shall be applied in distributing the balance of such surplus assets amongst the holders of the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares then in issue pari passu according to the number of such Shares held by them respectively as if they constituted one class of Share.

12.3 Voting

- 12.3.1 Subject to any rights or restrictions for the time being attached to any class or classes of Shares, the holders of A Ordinary Shares shall be entitled to receive notice of, and to attend and speak, at any general meeting and at any separate class meeting of the Company for Shares of the class they hold and:
- 12.3.1.1** on a written resolution, the A Ordinary Shares as a class shall carry 49.1% of the total voting rights; and
- 12.3.1.2 a holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, as a class carry 49.1% of the total voting rights, and, on a poll, shall carry 49.1% of the total voting rights.
- 12.3.2 Subject to any rights or restrictions for the time being attached to any class or classes of Shares, the holders of B Ordinary Shares shall be entitled to receive notice of, and to attend and speak, at any general meeting and at any separate class meeting of the Company for Shares of the class they hold and:
- 12.3.2.1 on a written resolution, the B1 Ordinary Shares as a class shall carry 25.45% of the total voting rights;
- 12.3.2.2 in respect of the B1 Ordinary Shares, a holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, as a class carry 25.45% of the total voting rights, and, on a poll, shall carry 25.45% of the total voting rights;
- 12.3.2.3 on a written resolution, the B2 Ordinary Shares as a class shall carry 25.45% of the total voting rights; and
- 12.3.2.4 in respect of the B2 Ordinary Shares, a holder who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, as a class carry 25.45% of the total voting rights, and, on a poll, shall carry 25.45% of the total voting rights.
- 12.3.3 Each holder shall be entitled to appoint more than one proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting or at a separate class meeting of the Company provided that

each proxy is appointed to exercise the rights attached to a different Share or Shares held by such holder.

- 12.3.4 If more than one proxy is appointed in respect of a different Share or Shares by a holder in accordance with **Article 12.3.3** but the document appointing the proxies does not specify to which Share or Shares the appointment relates, then the person first named as proxy in such document shall be the only proxy for such holder entitled to attend and vote at the relevant general meeting or separate class meeting.
- 12.3.5 The provisions of **Article 12.3.6** shall apply:
- 12.3.5.1 if, at any time without Investor Consent, any holder (other than the Lead Investor) or any former holder has transferred Shares in breach of the provisions of these Articles;
 - 12.3.5.2 if any holder of B Ordinary Shares or C Ordinary Shares becomes a Leaver; or
 - 12.3.5.3 if any holder has served a Transfer Notice pursuant to **Article 17** (Voluntary Transfers) in respect of any B Ordinary Shares or C Ordinary Shares.
- 12.3.6 If any of the circumstances stated at **Article 12.3.5** have occurred:
- 12.3.6.1 the Shares which such holder holds or to which he is entitled; and
 - 12.3.6.2 any Shares formerly held by such holder which have been transferred either in breach of the provisions of these Articles or in accordance with **Article 16** (Permitted Transfers),
- shall cease to entitle the holder thereof (or any proxy) to receive notice of or to attend and vote (whether on a show of hands or on a poll) at any general meeting or at any separate class meeting of the Company or to be entitled to receive any further Shares issued by way of rights issue (or otherwise) from the date of any breach referred to at **Article 12.3.5.1**, the date a Leaver becomes a Leaver in accordance with **Article 19.4** or the date upon which a Transfer Notice is served pursuant to **Article 17** (as the case may be).
- 12.3.7 The provisions of **Article 12.3.6** shall continue to apply:
- 12.3.7.1 in the case of **Article 12.3.5.1** applying, for so long as such breach subsists;
 - 12.3.7.2 in the case of **Article 12.3.5.2** or **12.3.5.3** applying, until such time as the relevant B Ordinary Shares or C Ordinary Shares have been transferred pursuant to the provisions of **Articles 17** and/or **19** (as the case may be); and
 - 12.3.7.3 notwithstanding any other provisions in these Articles,

if any holder of B Ordinary Shares or C Ordinary Shares retains any B Ordinary Shares or C Ordinary Shares after the operation in full of the provisions of **Article 19** whilst such holder (or any person who has acquired such Shares under a permitted transfer (directly or indirectly) under **Article 16.2**) continues to hold such Shares.

- 12.3.8 The holders of C Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall not be entitled to receive notice of, or to attend and speak, at any general meeting and the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares shall carry no voting rights.

12.4 **Default**

If there is a breach of the Investor Covenant and the Lead Investor confirms in writing to the Company that it is invoking its step in rights then:

- 12.4.1 the Investor Directors shall be entitled to exercise such number of votes at any meeting of the Board or of any committee of which he is a member which is equal to one vote more than the total number of votes exercisable at such a meeting;
- 12.4.2 the Lead Investor shall (for the avoidance of doubt) be entitled to appoint such number of directors to the Board as it may, in its sole discretion, determine; and
- 12.4.3 the Founder Managers' right to be appointed to the Board ceases.

13. **VARIATION OF RIGHTS**

- 13.1 Subject to **Article 13.2**, the class rights attached to the A Ordinary Shares may from time to time (whether or not the Company is being wound up) be varied or abrogated with the consent in writing of the holders of at least three-quarters in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate class meeting of the holders of that class or, in relation to the variation or abrogation of the A Ordinary Shares, with Investor Consent.
- 13.2 If the Relevant Conditions are satisfied, the class rights attaching to A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and/or E Ordinary Shares may be varied or abrogated with Investor Consent.
- 13.3 For each such separate class meeting referred to in **Article 13.1**, all the provisions of these Articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall apply mutatis mutandis, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative and holding or representing not less than one-third in nominal value of the issued Shares of the relevant class (excluding any Shares held by the Company as treasury shares), that every holder of Shares of the class shall be entitled on a poll to one vote for every such Share held by him and that any holder of Shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

- 13.4 The rights attached to A Ordinary Shares shall, with the intent that this **Article 13.4** shall create class rights attaching to such class of Share for the purposes of **Article 13.1**, be deemed to be varied by any of the actions referred to below each of which will require Investor Consent. The actions are:
- 13.4.1 any variation (including any increase) in the issued share capital of the Company or any Group Company or the creation or the granting of any options or other rights to subscribe for, or convert into, Shares or shares of any Group Company or the variation of the rights attaching to the Shares or shares of any Group Company;
 - 13.4.2 the reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve or the purchase by the Company of any of its own Shares;
 - 13.4.3 the holding of any Shares by the Company in treasury and the transfer by the Company of any such Shares out of treasury (save for those transfers of Shares out of treasury as specified at **Article 16.2.6**);
 - 13.4.4 the amendment of any provisions of the Articles or the articles of association of any Group Company;
 - 13.4.5 the redemption of any Loan Notes of the Company other than on a redemption in accordance with the terms of the Loan Notes;
 - 13.4.6 the capitalisation of any undistributed profits (whether or not the same are available for distribution and including profits standing to the credit of the reserve) or any sums standing to the credit of the share premium account or capital redemption reserve fund of the Company;
 - 13.4.7 the taking of any steps to wind up the Company or any other Group Company;
 - 13.4.8 any disposal of the whole or substantially the whole of the business of the Company or any Group Company or any of the shares in any Group Company;
 - 13.4.9 the declaration, making or payment of any dividend or other distribution to holders other than as expressly permitted under the Articles;
 - 13.4.10 any change in the accounting reference date of the Company;
 - 13.4.11 the appointment or removal of the Auditors (other than the reappointment of the existing Auditors);
 - 13.4.12 the acquisition of any interest in any share in the capital of any company by any Group Company;
 - 13.4.13 the establishment of or variation to any employee share option scheme;
 - 13.4.14 the calling of a meeting of the Company to effect or approve any matter which would by virtue of this Article be a variation of the class rights of the A Ordinary Shares;

- 13.4.15 the creation by any Group Company of any mortgage, charge, pledge, lien, encumbrance or other security interest (excluding an interest arising by operation of law in the ordinary course of business); or
- 13.4.16 any Listing.
- 13.5 None of the following events shall constitute a variation or abrogation of the class rights attaching to any class of Shares other than the class rights of the holders of A Ordinary Shares:
 - 13.5.1 the allotment of any Shares which will rank pari passu in all respects with any existing class of Shares;
 - 13.5.2 an offer to the holders of any class of Shares of the right to receive new Shares of that class, credited as fully paid, instead of the whole or any part of a cash dividend specified by the Board; or
 - 13.5.3 any amendment to these Articles where authorised by special resolution of the Company
- 13.6 For the purposes of this **Article 13**, the Relevant Conditions are as follows:
 - 13.6.1 there is a breach of the Investor Covenant and step in rights have been triggered and invoked pursuant **Article 12.4**; and
 - 13.6.2 the proposed variation, amendment or replacement of the class rights attaching to A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and/or E Ordinary Shares (taking into account any other proposed variation, amendment or replacement of the class rights attached to the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and/or E Ordinary Shares which is to be made at the same time) is not discriminatory as between A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares.
- 14. **ALLOTMENT OF SHARES**
- 14.1 The directors shall not allot any Shares unless notice in writing is given to each holder specifying:
 - 14.1.1 the number and classes of Shares which are proposed to be issued;
 - 14.1.2 the consideration payable on such issue; and
 - 14.1.3 any other material terms or conditions.
- 14.2 The notice specified in **Article 14.1** shall invite each holder to state, in writing within 10 Business Days from the date of such notice (which date shall be specified therein), whether he/it is willing to subscribe for any, and if so, how many Shares.
- 14.3 The Shares proposed to be issued pursuant to **Article 14.1** shall be issued to, a holder accepting the offer, in the same proportion (as nearly as may be) to the proportion which Shares held by such holder bear to the total number of Shares held by all such holders accepting such offer ("**Proportionate Element**") provided that such holder shall not be allocated more Shares than he shall have stated himself willing to take. It

shall be open to each such holder to specify if he/it is willing to subscribe for Shares in excess of his Proportionate Element ("**Additional Shares**") and, if the holder does so specify, he shall state the number of Additional Shares.

- 14.4 Within three Business Days of the expiry of the invitation made pursuant to the notice given under **Article 14.1** (or sooner if all holders have responded to the invitation and all the Shares proposed to be issued have been accepted in the manner provided for in **Article 14.2**), the Board shall allocate the Shares in the following manner:

14.4.1 if the total number of Shares applied for is equal to or less than the available number of Shares to be issued the Company shall allocate the number applied for in accordance with the applications; or

14.4.2 if the total number of Shares applied for is more than the available number of Shares to be issued, each holder shall be allocated his Proportionate Element (or such lesser number of Shares to be issued for which he may have applied) applications for Additional Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Additional Shares in his/its Proportionate Element,

14.4.3 and in either case the Company shall forthwith give notice of each such allocation (an "**Issue Notice**") to each of the persons to whom Shares are to be issued (a "**Member Subscriber**") and shall specify in the Issue Notice the time (being not later than 10 Business Days after the date of the Issue Notice) at which the allotment of the Shares shall be made.

- 14.5 Upon such allocations being made as set out in **Article 14.4**, the Board shall be bound, on payment of the subscription price, to issue the Shares comprised in the Issue Notice to the Member Subscriber named therein at the time therein specified free from any lien, charge or encumbrance.

- 14.6 Notwithstanding any other provisions of this **Article 14**, no Shares shall be allotted to any party not bound by the Investment Agreement unless that party has first entered into a Joint Election if required to do so by the Lead Investor and a deed of adherence if so required by the Investment Agreement.

- 14.7 The provisions of **Articles 14.2** to **14.3** shall have no application:

14.7.1 in circumstances where the provisions of **Article 12.4** subsist;

14.7.2 to any holder to whom the provisions of **Articles 12.3.5** and **12.3.6** apply; or

14.7.3 if the allotment is made to any selling shareholder in connection with an acquisition of shares by the Company or any Group Company.

- 14.8 Notwithstanding anything herein to the contrary, the provisions in this **Article 14** shall not apply to any issue of up to 75,000 C Ordinary Shares and/ or any issue of E Ordinary Shares, in each case in such amounts as approved by the Remuneration Committee with Investor Consent.

- 14.9 If any Share is allotted to a holder holding Shares of a different class, such Shares shall as on and from the time of registration of the allotment of that Share in the

register of members of the Company be immediately redesignated as a Share of the same class as those already held by that holder prior to such allotment.

- 14.10 In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562(1) to (5) (inclusive) of the 2006 Act shall not apply to the Company.
- 14.11 References in **Articles 14** to the allotment of shares do not include the transfer of any Shares by the Company out of treasury by way of sale or transfer.
- 14.12 Model Article 21 shall not apply to the Company.
- 14.13 If any shares are allotted on a non pre-emptive basis in accordance with **Article 14.7** (a "**Non Pre-emptive Issue**"), the Company shall within 20 Business Days of such Non Preemptive Issue make an offer to all holders of Shares (excluding Leavers) who did not participate in the Non Pre-emptive Issue ("**Non Participants**") to subscribe for the same class of equity securities at the same price and on the same terms as the Non Pre-emptive Issue. The offer shall be made by written notice in hard copy form and shall specify:
 - 14.13.1 the equity securities offered to the relevant Non Participant, which shall be the aggregate number of equity securities that, if applied for in full, would result in the relevant Non Participant holding in aggregate the same proportion of equity securities as were held by them immediately prior to the Non Pre-emptive Issue;
 - 14.13.2 the price payable for each equity security and when it is payable; and
 - 14.13.3 whether it is a condition of acceptance (at the discretion of the Lead Investor) of the offer that the Non Participant also applies for any other class of shares or Loan Note or other securities (whether in the Company or another Group Company) which were allotted in connection with the Non Pre-emptive Issue;
 - 14.13.4 the offer period (being not less than 20 Business Days) at the end of which the offer, if or to the extent not accepted, will be deemed to have been declined (provided, for the avoidance of doubt, that the equity securities do not need to be subscribed for during the offer period); and
 - 14.13.5 provided a Non Participant is not in breach of **Schedule 8** of the Investment Agreement, Non Participants should be provided with the information outlined in paragraphs **1.1, 1.2** and **2 of Schedule 7** of the Investment Agreement.

TRANSFER OF SHARES

15. GENERAL

- 15.1 No transfer of any Share shall be made or registered unless such transfer complies with the provisions of these Articles and the transferee has first entered into a Joint Election if required to do so by the Lead Investor and a deed of adherence if so required by the Investment Agreement. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of Shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles

15.2 For the purposes of these Articles the following shall be deemed (but without limitation) to be a transfer of Shares:

- 15.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of Shares that a Share be allotted, issued or transferred to some person other than himself; and
- 15.2.2 any sale or any other disposition of any legal or equitable interest in a Share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by a written instrument.

16. PERMITTED TRANSFERS

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 16** shall be permitted without restriction and the provisions of **Articles 17** (Voluntary Transfers) and **18**(Change of Control) shall have no application in respect of any such transfer or transfers.

16.1 Permitted transfers by the Investor

- 16.1.1 Any Investor who is a body corporate ("**Original Holder**") shall be entitled to transfer all or any of its Shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "**Related Company**") but if a Related Company whilst it is a holder of such Shares shall cease to be a Related Company of the Original Holder it shall, within 15 Business Days of so ceasing, transfer the Shares held by it to the Original Holder or any Related Company of the Original Holder and failing such transfer the holder shall be deemed to have given a Transfer Notice pursuant to **Article 19**.
- 16.1.2 Any Investor may transfer all or any of its Shares to any other member of its Investor Group.
- 16.1.3 Any Investor who is a body corporate may transfer Shares to any partner of a limited partnership (or their nominees) acting in such capacity (provided such transfer is made in accordance with the fund or partnership agreement governing such entity or partnership) or to the holders of units in a unit trust (or their nominees) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed.
- 16.1.4 Any Shares which are held by an Investor on behalf of any collective investment scheme (within the meaning of section 235 of FSMA), may be transferred to participants (within the meaning of that section), in the scheme in question.
- 16.1.5 Any Investor who is a body corporate may transfer any Shares to the beneficial owner of the Shares, including, without limitation, to any person who becomes a general partner, nominee or trustee for a limited partnership, unit trust or investment trust in place of, or in addition to, such Investor.
- 16.1.6 Any Investor may transfer any of its Shares or its Loan Notes to the

Chairman appointed in accordance with **Article 8.8**.

- 16.1.7 An Investor who is the Chairman appointed in accordance with **Article 8.8** may transfer any of its Shares or its Loan Notes to any Investor .

16.2 Permitted Transfers by non-Investors

- 16.2.1 Subject to **Articles 16.2.2 to 16.2.6** inclusive, any holder who is an individual (but who is not an Investor) may at any time transfer up to 50% of the Shares held by him to a person or persons shown to the reasonable satisfaction of the Board to be:

16.2.1.1 a Family Member of his; or

16.2.1.2 trustees to be held under a Family Trust in relation to that individual.

- 16.2.2 Subject to **Article 16.2.3**, no Shares shall be transferred under **Article 16.2.1** by an individual who previously acquired those Shares by way of transfer under **Article 16.2.1** save to another individual who is a Family Member of the original holder of such Shares or to trustees to be held under a Family Trust in relation to the original holder of such Shares.

- 16.2.3 Where Shares are held by trustees under a Family Trust:

16.2.3.1 those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust;

16.2.3.2 those Shares may at any time be transferred by those trustees to the settler of that trust or any person to whom that settler could have transferred them under **Article 16.2.1** if he had remained the holder of them; and

16.2.3.3 if any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under **Articles 16.2.3.1 or 16.2.3.2**), the trustees shall be deemed to have given a Transfer Notice in respect of all the Shares then held by those trustees pursuant to **Article 19**.

- 16.2.4 If:

16.2.4.1 any person has acquired Shares as a Family Member of a holder by way of one or more transfers permitted under this **Article 16.2**; and

16.2.4.2 that person ceases to be a Family Member of that holder,

that person shall forthwith transfer all the Shares then held by that person back to that holder, for such consideration as they agree, within 15 Business Days of the cessation, or, failing such transfer within that

period, shall be deemed to have given a Transfer Notice in respect of all the Shares then held by that person pursuant to **Article 19**.

16.2.5 Subject to the provisions of **Article 19**, if the personal representatives of a deceased holder are permitted under these Articles to become registered as the holders of any of the deceased holder's Shares and elect to do so, those Shares may at any time be transferred by those personal representatives under Article to any person to whom the deceased holder could have transferred such Shares under this Article if he had remained the holder of them. No other transfer of such Shares by personal representatives shall be permitted under this **Article 16**.

16.2.5 No Shares shall be transferred under **Article 16.2.1** unless the person to whom Shares are transferred first enters into an irrevocable power of attorney, appointing the transferor as their attorney and giving them authority to act on their behalf in relation to any and all future dealings with the transferred Shares.

16.2.6 The Company may sell or transfer any Shares held by it as treasury shares to such person or persons identified by the Lead Investor.

16.3 Permitted Transfers by all Shareholders

16.3.1 Subject to **Article 13.4.2** any holder may at any time transfer any Shares, in accordance with the provisions of the Statutes, to the Company.

16.3.2 Any holder may at any time transfer all or any of his Shares to any other person with Investor Consent.

16.3.3 Any Shares may be transferred pursuant to **Article 18.1**(Tag along) and/or **Articles 18.5** and **18.6** (Drag along).

17. VOLUNTARY TRANSFERS

17.1 Except as permitted under **Article 16**, any Seller who wishes to transfer Shares shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying:

17.1.1 the number and class of Shares (the "**Sale Shares**") which he wishes to transfer;

17.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares; and

17.1.3 the price at which he wishes to transfer the Sale Shares (the "**Transfer Price**").

17.2 The Seller may state in the Transfer Notice that he is only willing to transfer all the Sale Shares in which case no Sale Shares can be sold unless offers are received for all of them.

17.3 No Transfer Notice once given in accordance with these Articles shall be withdrawn unless the Seller is obliged to procure the making of an offer under **Articles 18.1** to

18.4 and is unable to procure the making of such an offer or the Lead Investor approves such withdrawal. In that event the Seller shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer save that where the Lead Investor approves such withdrawal, the Seller shall bear all costs relating to such Transfer Notice.

17.4 The Transfer Notice shall constitute the Company the agent of the Seller for the sale of the Sale Shares upon the following terms:

17.4.1 the price for each Sale Share is the Transfer Price; and

17.4.2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.

17.5 Within five Business Days of the receipt by the Company of a Transfer Notice, the Sale Shares referred to therein shall be offered by the Company to the holders (other than the Seller) in accordance with the following order of priorities (the "**Offer Notice**"):

(1) Class of Sale Shares	(2) Offer to
A Ordinary Shares	Holders of A Ordinary Shares and B Ordinary Shares
B Ordinary Shares	Holders of A Ordinary Shares and B Ordinary Shares
C Ordinary Shares	Warehouse
D Ordinary Shares	Holders of A Ordinary Shares
E Ordinary Shares	Holders of A Ordinary Shares

17.6 Subject always to the order of priorities set out in **Article 17.5**, the Sale Shares shall:

17.6.1 in respect of any offer of Sale Shares to the Warehouse, be treated as offered in such numbers and proportions as the Remuneration Committee or, in default, the Lead Investor shall direct; and

17.6.2 in all other cases, be treated as offered on terms that, in the event of competition, the Sale Shares offered shall be sold to a holder accepting the offer in the same proportion (as nearly as may be) to the proportion which Shares held by such holder bear to the total number of Shares held by all such holders accepting such offer (the "**Proportionate Entitlement**").

17.7 Each holder may state in writing within 20 Business Days from the date of an Offer Notice (which date shall be specified therein) whether he is willing to purchase:

17.7.1 some or all of his Proportionate Entitlement; and

17.7.2 the number of Sale Shares in excess of his Proportionate Entitlement

("Excess Sale Shares") he is willing to purchase (if any).

17.8 Any acceptance of Sale Shares comprised in an Offer Notice by the Company (as the Warehouse) is conditional upon the Company having satisfied on or before the date of completion:

17.8.1 the requirements of the Statutes to purchase the Sale Shares in question; and

17.8.2 any requirement for consent under **Article 13**.

17.9 If any Sale Shares accepted by the Company cannot be bought back at completion by the Company because it is unable to comply with **Articles 17.8.1** and/or **17.8.2**, then this **Article 17** shall take effect as if no acceptance was given by the Company.

17.10 Within three Business Days of the expiry of the Offer Notice period set out in **Article 17.7** (or sooner if all holders have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in **Article 17.7**), the Board shall allocate the Sale Shares in the order of priorities set out in **Article 17.5** and subject thereto in the following manner:

17.10.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

17.10.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares:

17.10.2.1 each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in the order of priorities set out in **Article 17.5**; and

17.10.2.2 applications for Excess Sale Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which Shares held by such holder bears to the total number of Shares held by all such holders applying for Excess Sale Shares provided that such holder shall not be allocated more Excess Sale Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Seller and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than 10 Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

17.11 Subject to **Article 17.12**, upon such allocations being made as set out in **Articles 17.5 to 17.10** (inclusive):

17.11.1 the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free

- from any lien, charge or encumbrance;
- 17.11.2 if the Seller makes default in so doing, the Company, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed agent or attorney on behalf of the Seller with full power to give, execute, complete and deliver in the name and on behalf of the Seller:
 - 17.11.2.1 a transfer of the relevant Sale Shares to the Member Applicant; and
 - 17.11.2.2 all such consents, written resolutions and proxies as the appointed agent or attorney shall consider to be necessary or desirable for the purposes of any general meeting of the Company relating to or associated with or required to enable the sale of the Sale Shares to proceed;
- 17.11.3 the Company may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Sale Shares so purchased by him or them; and
- 17.11.4 the Company shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.
- 17.12 If the provisions of **Article 17.2** apply and if the total number of Shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for 10 Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this **Article 17** shall be conditional upon all Sale Shares being sold.
- 17.13 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 17** the Seller may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if **Article 17.2** does apply) or any Sale Shares which have not been sold (if **Article 17.2** does not apply) to any person or persons at any price not less than the Transfer Price provided that:
 - 17.13.1 the Board shall refuse registration of the proposed transferee unless the Company has Investor Consent to transfer the Sale Shares
 - 17.13.2 if the provisions of **Article 17.2** applied to the Transfer Notice, the Seller shall not be entitled, save with the written consent of all the other holders, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;
 - 17.13.3 any such sale shall be a bona fide sale and the Board may request such

information as it reasonably deems necessary to satisfy itself that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Buyer and, if not so satisfied, may refuse to register the instrument of transfer; and

- 17.13.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Seller to procure the making of an offer in accordance **with Articles 18.1 to 18.4**, until such time as such offer has been made and, if accepted, completed.

18. CHANGE OF CONTROL

Tag along

- 18.1 Subject to **Article 18.2**, if the Lead Investor wishes to transfer any of its Shares it shall (unless and to the extent that the Lead Investor has exercised its rights pursuant to **Article 18.5**) procure the making by such transferee of a Tag Along Offer to all of the other holders of Shares. Every recipient of such offer, on receipt of a Tag Along Offer, shall be bound within 20 Business Days of the date of such offer (or within such longer period as the offer may specify) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Tag Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.
- 18.2 The provisions of **Articles 18.1 and 18.5** shall not apply to any transfer of Shares pursuant to **Article 16** (other than **Article 16.3.3**).
- 18.3 "**Tag Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase (i) Shares held by the recipients of a Tag Along Offer and (ii) any Shares for which such recipients may subscribe, free from all liens, charges and encumbrances, in each case at a price per Share equal to the highest price per Share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 18.1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Tag Along Offer) within the period of one year ending on the proposed date of completion of such transfer of Shares.
- 18.4 In the event of disagreement, the calculation of the relevant Tag Along Offer price shall be referred to the Auditors and **Articles 28.1 and 28.2** shall apply.

Drag along

- 18.5 Subject to **Article 18.6**, if the Lead Investor (in **Articles 18.5 and 18.6**, the "**Investor Seller**") wishes to transfer all of its Shares and Loan Notes to any person (the "**Buyer**"), pursuant to the terms of a bona fide arm's length transaction, then the Investor Seller shall also have the option (the "**Drag Along Option**"), exercisable by the Investor Seller giving written notice to that effect (a "**Drag Along Notice**"), to require all other holders and any persons who would become holders upon the exercise of any options, warrants or other rights to subscribe for Shares which exist at the date the Drag Along Notice is given (the "**Called Shareholders**"), to transfer with full title guarantee all their Shares (including any such Shares issued or to be issued pursuant to any options, warrants or rights to subscribe existing at the date the Drag Along Option is exercised) and Loan Notes (together the "**Called Securities**")

to the Buyer, or as the Buyer directs. The Drag Along Option must provide for terms such that the sale and purchase of the Called Securities and the Investor Seller's Shares and Loan Notes will be completed at the same time. A Drag Along Notice shall be given by the Investor Seller to each Called Shareholder and shall specify:

- 18.5.1 that the Called Shareholders are, or will, in accordance with this **Article 18.5** and **Articles 18.6** and **18.8** and, be required to transfer with full title guarantee all their Called Securities free from all liens, charges and encumbrances;
 - 18.5.2 the price at which the Called Securities are to be transferred (which shall be an equal price per Share and Loan Note as the price payable for each of the Investor Seller's Shares and Loan Notes). Such price may be satisfied in cash, securities or otherwise in any combination thereof and the manner of satisfaction shall be stated in the Drag Along Notice and need not be in the same combination as between the Called Securities and the Investor Seller's Shares and Loan Notes;
 - 18.5.3 the documents required to be executed by the Called Shareholder, the time period within which those documents should be delivered to the Company; and
 - 18.5.4 the proposed date of completion of the sale of the Called Securities the subject of the Drag Along Notice.
- 18.6 Save with the prior consent of a majority of the B Ordinary Shares and the C Ordinary Shares (taken together as one class but excluding any Leavers), the Drag Along Option may not be exercised prior to the fourth anniversary of the date of these Articles.
- 18.7 Upon any person, following the issue of a Drag Along Notice, becoming a holder of Called Securities pursuant to the exercise of any option, warrant or other right to subscribe for or acquire Called Securities ("**a New Member**"), a Drag Along Notice, on the same terms as the previous Drag Along Notice, shall be deemed to have been served upon the New Member who shall thereupon be bound to sell and transfer all such Called Securities acquired by him to the Buyer or as the Buyer may direct and the provisions of this **Article 18.6** shall apply mutatis mutandis to the New Member save that completion of the sale of such Called Securities shall take place forthwith upon the Drag Along Notice being deemed served on the New Member or, if later, upon the date of completion under the previous Drag Along Notice.
- 18.8 If the Called Shareholders (or any of them which shall include any New Member) shall make default in transferring their Called Securities within any time period specified in the Drag Along Notice (including any Called Securities issued pursuant to any options, warrants or rights to subscribe existing at the date of the Drag Along Notice once exercised) in accordance with the provisions of any Drag Along Notice and pursuant to **Article 18.6**, the provisions of **Article 17.11** (references therein to the Seller, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the Called Securities in respect of which such default is made, the Drag Along Notice and the Buyer respectively) shall apply to the transfer of such Called Securities mutatis mutandis but the Transfer Price shall be the price offered for such Called Securities as set out in **Article 18.5**.
- 18.9 A Drag Along Notice shall be served in accordance with **Article 29**.

- 18.10 A Drag Along Notice may be revoked at any time prior to the completion of the sale of the Called Securities of a Called Shareholder by the service of a written notice by the Investor Seller on the Called Shareholder.

19. COMPULSORY TRANSFERS

C Ordinary Shares

- 19.1 In this **Article 19**, a "**Transfer Event**" means, in relation to any holder of C Ordinary Shares:

- 19.1.1 a holder who is an individual becoming bankrupt;
- 19.1.2 a holder making any arrangement or composition with his creditors generally;
- 19.1.3 a holder of C Ordinary Shares becoming a Leaver;
- 19.1.4 a holder attempting to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles; and
- 19.1.5 a holder failing to make a transfer of C Ordinary Shares required by **Article 16.2.4**.

- 19.2 The Lead Investor may, within 12 months from the date of a Transfer Event falling within any of **Articles 19.1.1 to 19.1.4** or six months from the date of a Transfer Event falling within **Article 19.1.5**, serve notice on the Company and the relevant holder notifying them that the mandatory transfer provisions of this **Article 19** shall apply ("**Compulsory Transfer Notice**"). Upon the date of service of such notice (as determined in accordance with **Article 29**), the relevant holder and any other holder who has acquired C Ordinary Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) under **Article 16.2** or **Article 16.3.2** shall be deemed to have immediately given notice to the Company (a "**Deemed Transfer Notice**") in respect of all the C Ordinary Shares then held by him and which in the case of a transferee of Shares under **Article 16.2** or **Article 16.3.2** where the C Ordinary Shares received directly or indirectly from the holder who is the immediate subject of the Transfer Event (the "**Sale Shares**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same C Ordinary Shares except for C Ordinary Shares which have already been validly transferred pursuant to that Transfer Notice. The Sale Shares shall be sold together with all rights attaching thereto as at the date of the Compulsory Transfer Notice.

- 19.3 A Deemed Transfer Notice shall be deemed to have been given on the date of receipt by the Company of the relevant Compulsory Transfer Notice.

- 19.4 For the purpose of **Article 19.1.3**, the date upon which a relevant holder becomes a Leaver shall be:

- 19.4.1 where a contract of employment or directorship is terminated by the employer by giving notice to the employee of the termination of the employment or directorship, the date of that notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);

- 19.4.2 where a contract of employment or directorship is terminated by the employee by giving notice to the employer of the termination of the employment or directorship, the date of that notice;
- 19.4.3 save as provided in **Article 19.4.1** where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance;
- 19.4.4 where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event; and
- 19.4.5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in **Articles 19.4.1 to 19.4.4** (inclusive) above, the date on which the action or event giving rise to the termination occurs.
- 19.5 The price at which the Sale Shares shall be transferred pursuant to the Deemed Transfer Notice (the "**Compulsory Sale Price**") shall be:
- 19.5.1 in the case of a Good Leaver, their Fair Value;
- 19.5.2 in the case of a Bad Leaver, the lower of the Issue Price or the Fair Value; and
- 19.5.3 in the case of an Intermediate Leaver, the Fair Value in respect of the vested portion of the Leaver's Shares as indicated in the table below and the lower of the Issue Price or the Fair Value in respect of the unvested portion of the Leaver's Shares as indicated in the table below:

Date of Cessation	Vested Proportion	Unvested Proportion
At the Acquisition Date	0%	100%
Between the Acquisition Date and the first anniversary of the Acquisition Date	0%-20% on a straight line calculated daily	100% - 80% on a straight line calculated daily
Between (and including) the first anniversary of the Acquisition Date and the second anniversary of the Acquisition Date	20%-40% on a straight line calculated daily	80%- 60% on a straight line calculated daily
Between (and including) the second anniversary of the Acquisition Date and the third anniversary of the Acquisition Date	40%-60% on a straight line calculated daily	60%- 40% on a straight line calculated daily
Between (and including) the third anniversary of the Acquisition Date and the fourth anniversary of the Acquisition Date	60%-80% on a straight line calculated daily	40%- 20% on a straight line calculated daily
From (and including) the fourth anniversary of the Acquisition Date	80%	20%

- 19.6 No Deemed Transfer Notice once given in accordance with these Articles may be withdrawn unless the Lead Investor approves such withdrawal.
- 19.7 The Lead Investor or the Company (with Investor Consent) may purchase the Loan Notes held by any Leaver who:
- 19.7.1 is dismissed in circumstances which justify his summary dismissal;
 - 19.7.2 is in breach of any restrictive covenants that he has given to the Investor or any Group Company; or
 - 19.7.3 resigns (unilaterally, and not pursuant to agreement between the Leaver and the Company)

("Loan Note Bad Leaver")

for the principal value of the Loan Notes plus any accrued interest (the "**Par Value**") by serving notice on the Loan Note Bad Leaver in accordance with this **Article 19**. To the extent the Investor or the Company does not purchase the Loan Notes, the coupon attaching to the Loan Notes shall be reduced by 50% from the date of the Transfer Event.

- 19.8 The Company shall be constituted as the agent of the Seller with effect from the date of the Deemed Transfer Notice for the sale of the Sale Shares and Loan Notes (if applicable) upon the following terms:
- 19.8.1 the price for each Sale Share is the Compulsory Sale Price;
 - 19.8.2 the price for the Loan Notes (if applicable) is the Par Value; and
 - 19.8.3 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.
- 19.9 Within five Business Days of the date of the Deemed Transfer Notice, the C Ordinary Shares deemed to be comprised in such Deemed Transfer Notice shall be offered by the Company to the Warehouse.
- 19.10 In respect of any offer of Sale Shares to the Warehouse, the Sale Shares shall be treated as offered in such numbers and proportions as the Remuneration Committee or, in default, the Lead Investor shall direct.
- 19.11 Any acceptance of Sale Shares comprised in an Offer Notice by the Company (as the Warehouse) is conditional upon the Company having satisfied on or before the date of completion:
- 19.11.1 the requirements of the Statutes to purchase the Sale Shares in question; and
 - 19.11.2 any requirement for consent under **Article 13**.
- 19.12 If any Sale Shares accepted by the Company cannot be bought back at completion by the Company because it is unable to comply with **Articles 19.11.1** and/or **19.11.2**, then the Lead Investor shall act as the Warehouse.
- 19.13 Upon such allocations being made as set out in **Articles 19.9**:

- 19.13.1 the Seller shall be bound, on payment of the Compulsory Sale Price, to transfer the Sale Shares comprised in the Allocation Notice to the Warehouse and place therein specified free from any lien, charge or encumbrance;
- 19.13.2 if the Seller makes default in so doing, the Company, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed agent or attorney on behalf of the Seller with full power to give, execute, complete and deliver in the name and on behalf of the Seller:
 - 19.13.2.1 a transfer of the relevant Sale Shares to the Warehouse; and
 - 19.13.2.2 all such consents, written resolutions and proxies as the appointed agent or attorney shall consider to be necessary or desirable for the purposes of any general meeting of the Company relating to or associated with or required to enable the sale of the Sale Shares to proceed;
- 19.13.3 the Company may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Sale Shares so purchased by him or them; and
- 19.13.4 the Company shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.

19.14 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 19**, the Seller may not sell or transfer any remaining Sale Shares otherwise than in accordance with the provisions of **Articles 16, 17 or 18**.

A Ordinary Shares

19.15 Where a holder of A Ordinary Shares and/ or B Ordinary Shares is the Chairman appointed in accordance with **Article 8.8 ("Chairman Holder")**, if the Chairman Holder:

- 19.15.1 becomes bankrupt;
- 19.15.2 makes any arrangement or composition with his creditors generally;
- 19.15.3 becomes a Leaver; or
- 19.15.4 attempts to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles,

the Lead Investor may at any time serve notice on the Chairman Holder ("**Chairman**

Notice") notifying them that he, and any other holder who has acquired A Ordinary Shares and/ or B Ordinary Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately given notice to the Company in respect of all the A Ordinary Shares and all of the B Ordinary Shares then held by him and which in the case of a transferee of Shares where the A Ordinary Shares and/ or B Ordinary Shares received directly or indirectly from the holder who is the immediate subject of the Transfer Event ("**Chairman Holder**") ("**Chairman Shares**").

19.16 Upon service of the Chairman Notice, the Chairman Shares shall immediately cease to confer any and all rights upon the Chairman Holder until such time as they have effected a transfer of the Chairman Shares to the Lead Investor or such other person as nominated by the Lead Investor.

19.17 If a Chairman Holder fails to effect a transfer within one month of service of the Chairman Notice:

19.17.1 the Company, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed agent or attorney on behalf of the Chairman Holder with full power to give, execute, complete and deliver in the name and on behalf of the Chairman Holder:

19.17.1.1 a transfer of the Chairman Shares to the Lead Investor or such other person as nominated by the Lead Investor; and

19.17.1.2 all such consents, written resolutions and proxies as the appointed agent or attorney shall consider to be necessary or desirable for the purposes of any general meeting of the Company relating to or associated with or required to enable the sale of the Chairman Shares to proceed;

19.17.2 the Company may receive and give a good discharge for the purchase money on behalf of the Chairman Holder and (subject to the transfer being duly stamped) enter the name of the Lead Investor or such other person as nominated by the Lead Investor in the register of members as the holder or holders by transfer of the Chairman Shares so purchased by them; and

19.17.3 the Company shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Chairman Holder until he shall deliver up his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.

19.18 The price payable to a Chairman Holder in respect of the Chairman Shares under the forgoing provisions shall be such price as may be agreed between the Lead Investor and the Chairman Holder or, in the absence of agreement, their Issue Price.

20. VALUATION OF SHARES

- 20.1 In the event that the Auditors are required to determine the price at which Shares are to be transferred pursuant to these Articles, the Company shall engage and instruct the Auditors (which instructions shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this **Article 20** is required), to give their written opinion as to the price which represents a fair value for such Shares on as between a willing seller and a willing buyer as at the date the Transfer Notice is given or, in the case of a Deemed Transfer Notice, on the date of the relevant Transfer Event
- 20.2 In the event that the Auditors decline to accept an instruction to provide a valuation pursuant to this **Article 20**, then the price will be determined by a firm of independent chartered accountants, such accountants to be instructed by the Company with Investor Consent.
- 20.3 **Articles 28.1** and **28.2** shall apply to any determination under this Article by the Auditors or such accountants appointed pursuant to **Article 20.2** and references to Auditors in those **Articles 28.1** and **28.2** shall include such accountants.

21. COMPLIANCE

- 21.1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these Articles or (ii) that no circumstances have arisen whereby a Transfer Notice or a Deemed Transfer Notice is required to be or ought to have been given under these Articles or (iii) whether an offer is required to be or ought to have been made under **Article 18.1**, the Board may from time to time require any shareholder or past shareholder or the personal representatives, trustee in bankruptcy, receiver, administrative receiver, liquidator, administrator or similar officer of any shareholder or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may reasonably think fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name.
- 21.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice or Deemed Transfer Notice is required to be or ought to have been given, or that no offer is required to be or ought to have been made under **Article 18.1**, or that as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice or Deemed Transfer Notice is required to be or ought to have been given, or that an offer is required to be or ought to have been made under **Article 18**:
- 21.2.1 where the purpose of the enquiry by the Board was to establish whether a Transfer Notice or a Deemed Transfer Notice is required to be or ought to have been given, then a Transfer Notice or a Deemed Transfer Notice shall be deemed to have been given by the holder of the relevant Shares in respect of such Shares; or
- 21.2.2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 18.1**, then the Shares held by or on behalf of the person or persons connected with each other or acting in concert with each other (who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 18.1**), shall cease to entitle the holders

thereof (or any proxy):

- 21.2.2.1 to receive notice of any meeting; or
- 21.2.2.2 to any voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such Shares; or
- 21.2.2.3 to any further Shares issued in right of such Shares or in pursuance of an offer made to the relevant holders,
- 21.2.2.4 to the extent that such person or persons shall only be able to control the percentage of the voting rights, attaching to Shares, which they controlled prior to their obligation arising to procure the making of such offer

22. PURCHASE OF OWN SHARES

The Company is authorised to purchase its own shares out of capital up to the annual limit in accordance with section 692 of the 2006 Act.

23. TRANSMITTEES BOUND BY PRIOR NOTICES

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2)", after the words "the transmittee's name".

GENERAL MEETINGS

24. NOTICE OF GENERAL MEETINGS

24.1 Every notice convening a general meeting shall:

- 24.1.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and
- 24.1.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

24.2 A notice convening a general meeting (other than an adjourned meeting) must be called by at least 14 days notice but a general meeting can be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting being a majority who together hold not less than 90 per cent. by nominal value of the Shares giving that right. The notice must state the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 No resolution shall be voted on and no other business shall be transacted at any general meeting of the Company unless a quorum is present when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present. Two persons, being holders (at least one of whom must be a holder of A Ordinary Shares) present in person, by proxy or by duly authorised

representative (if a corporation), shall be the quorum at any general meeting.

- 25.2 If a quorum is not present within half an hour from the time appointed for a general meeting or if, during any general meeting, a quorum ceases to be present, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the directors (with Investor Consent) may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the same the shareholders present shall form a quorum. Model Article 41(1) to (5) inclusive shall not apply to the Company.

26. WRITTEN RESOLUTIONS

- 26.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.
- 26.2 For the purposes of this **Article 26 "circulation date"** is the date on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

ADMINISTRATIVE ARRANGEMENTS

27. BORROWING POWERS

Subject to the terms of the Investment Agreement, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the 2006 Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

28. AUDITORS

Auditors' determination

- 28.1 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators or arbiters and their decision shall be final and binding on the Company and all the holders (in the absence of fraud or manifest error).
- 28.2 The Auditors' costs in making any such determination referred to in **Article 28.1** shall be borne by the Company unless the Auditors shall otherwise determine.
- 28.3 The Auditors where required by these Articles shall determine the valuation of Shares in accordance with **Article 20**.

Auditors' appointment and re-appointment

- 28.4 Auditors must be appointed for each financial year of the Company. Other than the Company's first financial year, the appointment must be made in the period for appointing Auditors as defined in section 485 of the 2006 Act.
- 28.5 Auditors cease to hold office at the end of the next period for appointing Auditors unless and until they are re-appointed.

29. COMPANY COMMUNICATION PROVISIONS

29.1 Where:

- 29.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom; and
- 29.1.2 the Company is able to show that it was properly addressed, prepaid and posted,

it is deemed to have been received by the intended recipient 24 hours after it was posted.

29.2 Where:

- 29.2.1 a document or information is sent or supplied by electronic means; and
- 29.2.2 the Company Is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent.

29.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient:

- 29.3.1 when the material was first made available on the website; or
- 29.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

29.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 29.1, 29.2 and 29.3.**

29.5 Subject to any requirements of the 2006 Act only such, documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

30. INDEMNITIES FOR DIRECTORS

30.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) shall be entitled to be indemnified by the Company against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any associated company.

30.2 Subject to the 2006 Act, the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director,

alternate director, Auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, Auditor, secretary or other officer of the Company or of any associated company.

30.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

30.3.1 in defending any criminal or civil proceedings; or

30.3.2 in connection with any application under sections 661(3) or 661(4) or under section 1157 of the 2006 Act.

30.4 Model Articles 52 and 53 shall not apply to the Company

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ANNEXURE - Model Articles

MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

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- 50. No right to inspect accounts and other records
- 51. Provision for employees on cessation of business

DIRECTORS' INDEMNITY AND INSURANCE

- 52. Indemnity
- 53. Insurance

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

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

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 39;

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

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 31;

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

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

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

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

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

“instrument” means a document in hard copy form;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 45;

“shareholder” means a person who is the holder of a share;

“shares” means shares in the company;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

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

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

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

PART 2

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

Directors' general authority

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

Shareholders' reserve power

4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions; as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

- (a) the company only has one director, and
 - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote

on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

(a) to appoint further directors, or

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

Chairing of directors' meetings

12.—(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairman.

(3) The directors may terminate the chairman's appointment at any time.

(4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to

be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

Records of decisions to be kept

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

Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

Methods of appointing directors

17.—(1) 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.

- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) *[paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013]*
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

19.—(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine—

- (a) for their services to the company as directors, and
- (b) for any other service which they undertake for the company.

(3) Subject to the articles, a director's remuneration may—

- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

- 21.**—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- (2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

- 22.**—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- (2) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

Company not bound by less than absolute interests

- 23.** Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

Share certificates

- 24.**—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- (2) Every certificate must specify—
- (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of shares of more than one class.
- (4) If more than one person holds a share, only one certificate may be issued in respect of it.
- (5) Certificates must—
- (a) have affixed to them the company's common seal, or
 - (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

- 25.**—(1) If a certificate issued in respect of a shareholder's shares is—
- (a) damaged or defaced, or
 - (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- (2) A shareholder exercising the right to be issued with such a replacement certificate—
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

26.—(1) 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.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Transmission of shares

27.—(1) If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

(2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

(a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

(b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

(3) But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

28.—(1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

(2) If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

(3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

Transmittees bound by prior notices

29. If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

30.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) If the company's share capital is divided into different classes, no interim dividend may be paid on

shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

(6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

(7) If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

Payment of dividends and other distributions

31.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

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

No interest on distributions

32. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

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

Unclaimed distributions

33.—(1) All dividends or other sums which are—

- (a) payable in respect of shares, and
 - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

Non-cash distributions

34.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

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

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

Waiver of distributions

35. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

(a) the share has more than one holder, or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

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

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

36.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

(a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

(b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

(a) on behalf of the persons entitled, and

(b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

(a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

(b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

(c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

37.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

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

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

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

Quorum for general meetings

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

Chairing general meetings

39.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

Attendance and speaking by directors and non-shareholders

40.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.

(2) The chairman of the meeting may permit other persons who are not—

(a) shareholders of the company, or

(b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

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

- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, ~~excluding~~ the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons ~~to whom~~ notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the ~~adjournment~~ had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

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

Errors and disputes

- 43.—**(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

- 44.—**(1) A poll on a resolution may be demanded—
- (a) in advance of the general meeting ~~where it is to be put to the vote~~, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—
- (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
- (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

45.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

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

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

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

(4) Unless a proxy notice indicates otherwise, it must be treated as—

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

46.—(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

Amendments to resolutions

47.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman’s error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

48.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

49.—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

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

(4) For the purposes of this article, an authorised person is—

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

50. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

52.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company.

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

(3) In this article—

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a “relevant director” means any director or former director of the company or an associated company.

Insurance

53.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

(a) a “relevant director” means any director or former director of the company or an associated company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.