

Company number: 13273435

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

SIMSAGE GROUP LIMITED

(adopted by the Company on 20 September 2021)

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1 DEFINITIONS AND INTERPRETATION

1.1 The relevant model articles (within the meaning of section 20(2) of the Act) shall not apply to the Company and are excluded in their entirety.

1.2 In these Articles, unless the context requires, the following words and expressions shall have the following meaning:

"A Shareholders"	the holders of the A Shares (but excludes the Company holding Treasury Shares);
"A Shares"	the A shares of £0.001 each in the capital of the Company from time to time;
"Act"	the Companies Act 2006 as amended, modified or re-enacted from time to time (subject always to Article 1.3);
"Acting in Concert"	has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);
"Actions"	shall have the meaning given in Article 11.3;
"Allocation Notice"	has the meaning given in Article 18.8.2;
"Anti-Dilution Shares"	shall have the meaning given in Article 14.1;
"Applicant"	has the meaning given in Article 18.8.2;
"Appointor"	has the meaning given in Article 8.1;
"Arrears"	(a) unpaid Interest; (b) all accruals, deficiencies and arrears of any dividend payable in respect of such Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient distributable profits to pay such dividend together with all interest and other amounts payable thereon;
"Articles"	these articles of association;
"Asset Sale"	the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business if such grant amounts, in the opinion of the Board (acting reasonably) to all or substantially all of the Company's undertaking and assets);

“Associate”	in relation to any person means:
	(a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined); (b) any Member of the same Group; (c) any Member of the same Fund Group;
“Auditors”	the auditors of the Company from time to time or, if none are in office, the Company’s reporting accountants;
“Available Profits”	profits available for distribution within the meaning of part 23 of the Act;
“Bad Leaver”	a person who ceases to be an Employee at any time during the Relevant Period as a consequence of: (a) such person's voluntary resignation as an Employee at any time during the Relevant Period, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect; or (b) that person's dismissal as an Employee for cause, where “cause” shall mean the lawful termination of that person’s contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person’s gross misconduct;
“Bankruptcy”	an adjudication of bankruptcy by a court in England or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England or Northern Ireland which have an effect similar to that of bankruptcy;
“Board”	means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;
“Bonus Issue or Reorganisation”	means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the A Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than A Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 13.8;

“Business Day”	any day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London;
“Call Notice”	has the meaning given in Article 35.1;
“Call Payment Date”	has the meaning given in Article 35.10.1;
“call”	has the meaning given in Article 35.1;
“Called Shareholders”	has the meaning given in Article 23.1;
“Called Shares”	has the meaning given in Article 23.2.1;
“Capitalised Amount”	has the meaning given in Article 25.1.2;
“Chair of the Meeting”	has the meaning given in Article 27.4;
“Chair”	has the meaning given in Article 4.6.1;
“Civil Partner”	in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of that Shareholder;
“Clear Business Days”	in relation to a period of notice, a period of the specified length excluding the day on which notice is given and the day for which it is given or on which it is to take effect;
“Companies Acts”	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
“Company Secretary”	the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary, if any;
“Company’s Lien”	has the meaning given in Article 34.3;
“Continuing Shareholders”	has the meaning given in Article 18.7.1;
“Controlling Interest”	an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;
“CTA 2010”	the Corporation Tax Act 2010;
“Date of Adoption”	the date on which these Articles were adopted;
“Director”	a director of the Company, including any person occupying the position of director, by whatever name called;
“Distribution Recipient”	has the meaning given in Article 24.9.2;
“Drag Along Notice”	has the meaning given in Article 23.2;
“Drag Along Option”	has the meaning given in Article 23.1;
“Drag Consideration”	has the meaning given in Article 22.4;
“Drag Documents”	has the meaning given in Article 23.6;

"Drag Purchaser"	has the meaning given in Article 23.1;
"Effective Termination Date"	the date on which the Employee's employment or consultancy terminates;
"Eligible Director"	means: (a) in relation to a matter proposed at a Directors' meeting, a Director who is entitled to vote and to have that vote counted in relation to that particular matter at the meeting; or (b) in relation to a decision of the Directors taken in accordance with Article 4.2, a Director who would have been entitled to vote and to have that vote counted had the matter in question been proposed at a Directors' meeting;
"Employee Shares"	in relation to an Employee means all Ordinary Shares held by: (a) the Employee in question; and (b) any Permitted Transferee of that Employee other than those Ordinary Shares held by a Permitted Transferee that did not acquire such Ordinary Shares directly or indirectly from the Employee pursuant to Article 17;
"Employee"	an individual who is employed by, or who provides consultancy services to, the Company or any member of the Group;
"Encumbrance"	any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);
"Equity Securities"	has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;
"Exit"	a Share Sale, an Asset Sale or an IPO;
"Fair Value"	a price per Share determined or agreed in accordance with Article 19;

"Family Trust"	as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;
"Financial Year"	has the meaning given in section 390 of the Act;
"Founder Director"	has the meaning given in Article 6.2.2;
"Founders"	Christopher Wilson and Petrus de Vocht, with each being a "Founder";
"FSE"	FSE Fund Managers Limited (company number 05644712);
"fully paid"	in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
"Fund"	Cornwall and Isle of Scilly Investment LP, a limited partnership incorporated in England with number LP019667 ("CIOSF") or any Permitted Transferee to whom CIOSF transfer all or any Shares it holds in the Company;
"Fund Consent"	the prior written consent of the Fund;
"Fund Director"	the non-executive director appointed by the Fund in accordance with Article 6.2.1.1 (if any);
"Fund Manager"	FSE or such other person as is appointed by the Fund as its manager from time to time;
"Fund Observer"	such observer as may be nominated by the Fund under Article 6.2.1.2;
"Good Leaver"	a person who ceases to be an Employee at any time during the Relevant Period and who is not a Bad Leaver and shall include, without limitation, when the Board (including Fund Consent) determines that a person is not a Bad Leaver;
"Group"	the Company, its ultimate parent undertaking and each Subsidiary for the time being of the Company and of such ultimate parent undertaking and "Group Company" shall be construed accordingly;

"Holding Company"	a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;
"Interest"	12% of the aggregate price paid for the A Shares at the Date of Adoption, calculated on the basis that such amount shall accrue daily, from the Date of Adoption until such time as the A Shares are sold or redeemed in accordance with the terms of these Articles, and be rolled up on a per annum compounded basis,
"Interested Director"	has the meaning given in Article 5.2.5;
"IPO"	the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);
"Issue Price"	means the price at which the relevant Share is issued, including any premium, provided that the Issue Price of any Anti-Dilution Shares shall be deemed to be the Issue Price of those Shares held by a Shareholder which carried the right to have issued such Anti-Dilution Shares;
"ITEPA"	Income Tax (Earnings and Pensions) Act 2003;
"Leavers Percentage"	means and in relation to and for the purpose of determining the number of Employee Shares that are required to be transferred as a result of an Employee ceasing to be an Employee within the Relevant Period, 50% if the Effective Terminate Date is on or before the first anniversary of the Date of Adoption; 25% if the Effective Termination Date is after the first anniversary but on or before the second anniversary of the Date of Adoption; and for the avoidance of doubt, 0% if the Effective Termination Date is at any time following the second anniversary of the Date of Adoption;
"Lien Enforcement Notice"	has the meaning given in Article 34.5.1;
"Member of the same Fund Group"	if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an "Investment Fund") or is a nominee of that Investment Fund: (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the

	Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
	(b) any Investment Fund managed or advised by that Fund Manager;
	(c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or
	(d) any trustee, nominee or custodian of such Investment Fund and vice versa;
"Member of the same Group"	as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;
"Minimum Transfer Condition"	has the meaning given in Article 18.2.4;
"NASDAQ"	the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;
"New Securities"	any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 13.7);
"New Shareholder"	has the meaning given in Article 23.11;
"Offer Period"	has the meaning set out in Article 18.7.1 or 22.3, as applicable;
"Offer"	has the meaning set out in Article 22.2;
"Ordinary Resolution"	an ordinary resolution of the Shareholders within the meaning of section 282 of the Act;
"Ordinary Shareholders"	the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);
"Ordinary Shares"	the ordinary shares of £0.001 each in the capital of the Company from time to time;
"Original Shareholder"	has the meaning set out in Article 17.1;
"paid"	paid or credited as paid;
"Parent Undertaking"	has the meaning set out in section 1162 of the Act;
"Permitted Transfer"	a transfer of Shares in accordance with Article 16;

“Permitted Transferee”	means: (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies; (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), any Member of the same Group; (c) in relation to a Shareholder which is an Investment Fund, any Member of the same Fund Group; and (d) in relation to the Fund: (i) any Member of the same Group; (ii) any Member of the same Fund Group; (iii) any person who directly or indirectly controls, is controlled or is under common control with the Fund, any general partner, managing member, replacement manager, officer or director of the Fund or any investment fund now or hereafter existing that is controlled by one or more general partner or managing member of or advisory company to the Fund or that succeeds the Fund as manager of its underlying investment fund; (iv) to any nominee of the Fund;
“Preference Amount”	a price per share equal to the amount paid up or credited as paid up (including premium) for such share together with an amount equal to any Arrears;
“Primary Holder”	has the meaning given in Article 33.1.8;
“Priority Rights”	the rights of Shareholders to purchase Shares contained in a Transfer Notice in the order of priority stipulated in Article 18.6 or Article 21.1.4 (as the case may be);
“Privileged Relation”	in relation to a Shareholder (or deceased or former Shareholder) who is an individual, means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate children and their issue);
“Proceeds of Sale”	the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;
“Proposed Purchaser”	a third party proposed purchaser who at the relevant time has made an offer on arm’s length terms;
“Proposed Sale Date”	has the meaning given in Article 22.3;

“Proposed Sale Notice”	has the meaning given in Article 22.3;
“Proposed Seller”	any person proposing to transfer any shares in the capital of the Company;
“Proposed Transfer”	has the meaning given in Article 22.1;
“Proxy Notice”	has the meaning given in Article 29.1;
“Qualifying Company”	a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);
“Qualifying Person”	has the meaning given in section 318(3) of the Act;
“Redemption Notice”	has the meaning set out in Article 38.1;
“Relevant Amount”	has the meaning given in Article 22.7.2;
“Relevant Interest”	has the meaning given in Article 5.2.5;
“Relevant Period”	24 months from the Date of Adoption;
“Relevant Rate”	has the meaning given in Article 35.10.2;
“Restricted Shares”	has the meaning set out in Article 21.2.2;
“Sale Agreement”	has the meaning given in Article 23.2.5;
“Sale Shares”	has the meaning set out in Article 18.2.1;
“Seller”	has the meaning set out in Article 18.2;
“Sellers’ Shares”	has the meaning given in Article 23.1;
“Selling Shareholders”	has the meaning given in Article 23.1;
“Share Option Plans”	the share option plan(s) of the Company, the terms of which have been approved by the Fund;
“Share Sale”	the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;
“Shareholder”	means a person who is registered in the Company’s register of members as the holder of a Share (but excludes the Company holding Treasury Shares);
“Shareholders Entitled”	has the meaning given in Article 25.1.2;
“Shares”	means shares in the Company;

“Situational Conflict”	in relation to a Director, any situation which may or will give rise to a direct or indirect conflict between the interests of that Director and the interests of the Company (including a conflict which would arise by a virtue of his appointment as a Director);
“Special Resolution”	a special resolution of the Shareholders within the meaning of section 283 of the Act;
“Specified Price”	has the meaning given in Article 22.7.1;
“Starting Price”	means £[TBC] (if applicable, adjusted as referred to in Article 14.3);
“Subsidiary” and “Subsidiary Undertaking”	have the respective meanings set out in sections 1159 and 1162 of the Act;
“Supplemental Consideration”	has the meaning given in Article 22.7.1;
“Transfer Notice”	has the meaning given to it in Article 18.2;
“Transfer Price”	shall have the meaning given in Article 18.2;
“Transmittee”	a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;
“Treasury Shares”	shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;
“Trustees”	in relation to a Shareholder means the trustee or the trustees of a Family Trust;

1.3 Words and expressions defined in the Act and used in these Articles (either without further definition or by expressly referring to the statutory definition of that word or expression) shall bear the same meaning as in the Act as in force on the date of adoption of these Articles. This does not apply:

1.3.1 where the word or expression used is not defined by express reference to the Act and the subject or context in which that word or expression is used is inconsistent with the statutory definition; or

1.3.2 where that word or expression is otherwise defined in these Articles.

1.4 Subject to Article 1.3 above, references in these Articles to any statute or statutory provision (including without limitation the Act and any provision of the Act) is a reference to such legislation as the same may from time to time be amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.

1.5 In these Articles:

1.5.1 general words shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class or example of acts, matters or things;

1.5.2 references to “document” shall, unless specified otherwise, include any document sent or supplied in electronic form;

- 1.5.3 references to an “instrument” shall be a reference to a document in hard copy form;
- 1.5.4 references to “written” or “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;
- 1.5.5 words importing one gender shall where the context admits include all or any genders;
- 1.5.6 references to “persons” includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and any trusts (in each case whether or not having separate legal personality);
- 1.5.7 references to “issued shares” of any class shall exclude any Shares of that class held as Treasury Shares;
- 1.5.8 references to “holders” of Shares or any class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.6 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having a similar effect of a Fund Director under these Articles, if at any time a Fund Director has not been appointed or the Fund Director declares in writing to the Company and the Fund that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require Fund Consent.
- 1.7 Headings in these Articles are used for convenience only and shall not affect the interpretation or construction of these Articles.

2 LIABILITY OF SHAREHOLDERS

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

3 DIRECTORS’ POWERS AND RESPONSIBILITIES

3.1 Directors’ general authority

Subject to these 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.

3.2 Shareholders’ reserve power

The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution will invalidate anything which the Directors have done before the passing of the resolution.

3.3 Directors may delegate

3.3.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

- 3.3.1.1 to such person or committee;
- 3.3.1.2 by such means (including by power of attorney);
- 3.3.1.3 to such an extent;

3.3.1.4 in relation to such matters or territories; and

3.3.1.5 on such terms and conditions;

as they think fit.

3.3.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

3.3.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

3.4 Committees

3.4.1 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 these Articles which govern the taking of decisions by Directors.

3.4.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

3.5 Directors' borrowing powers

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

4 DECISION MAKING BY DIRECTORS

4.1 Directors to take decisions collectively

4.1.1 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 4.2.

4.1.2 The general rule in Article 4.1.1 shall not apply when the Company has only one Director and no provision in these Articles requires it to have more than one Director.

4.1.3 Subject to these Articles, each Director participating in a Directors' meeting has one vote.

4.2 Unanimous decisions

A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing. A decision may not be taken in accordance with this Article 4.2 if the Eligible Directors would not have formed a quorum at a meeting of the Directors.

4.3 Calling a Directors' meeting

4.3.1 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. The Company Secretary must call a Directors' meeting if a Director so requests.

4.3.2 Notice of any Directors' meeting must indicate:

- 4.3.2.1 its proposed date and time;
 - 4.3.2.2 where it is to take place; and
 - 4.3.2.3 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.
- 4.3.3 Subject to these Articles, notice of a Directors' meeting must be given to each Director (including one who is absent for the time being from the United Kingdom) and may be given either personally or in hand a copy form or by electronic means or by any other means authorised by the Director concerned.
- 4.3.4 Notice of a Directors' meeting need not be given to Directors who are not entitled to receive notice, or who have elected not to receive notice of that meeting pursuant to Article 5.2 or who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company in advance of the meeting or not more than five Business 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.
- 4.4 Participation in Directors' meetings

Any Director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all other persons present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the Directors' meeting is then present.
- 4.5 Quorum for Directors' meetings
 - 4.5.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 4.5.2 The quorum for Directors' meetings shall be two Directors including a Founder Director. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting.. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
 - 4.5.3 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
 - 4.5.4 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 to appoint further Directors or to call a general meeting to enable the Shareholders to appoint further Directors.

4.6 Chairing of Directors' meetings and votes

- 4.6.1 The Directors may appoint a Director to chair their meetings and the person so appointed for the time being is known as the "Chair".
- 4.6.2 The Directors may terminate the Chair's appointment at any time.
- 4.6.3 If the Chair 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.
- 4.6.4 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chair shall not have a second or casting vote.

4.7 Records of decisions to be kept

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

5 CONFLICTS OF INTEREST

5.1 Transactional Conflicts

Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

5.2 Situational Conflicts

- 5.2.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:
 - 5.2.1.1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
 - 5.2.1.2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
 - 5.2.1.3 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;

- 5.2.1.4 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- 5.2.1.5 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- 5.2.1.6 where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
- 5.2.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 5.2.1.8 any other interest authorised by Ordinary Resolution.

Interests of the Fund Director

- 5.2.2 In addition to the provisions of Article 5.2.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, the Fund Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:
 - 5.2.2.1 the Fund;
 - 5.2.2.2 a Fund Manager which advises or manages the Fund;
 - 5.2.2.3 any of the funds advised or managed by a Fund Manager who advises or manages the Fund from time to time; or
 - 5.2.2.4 another body corporate or firm in which a Fund Manager who advises or manages the Fund or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

- 5.2.3 For the purposes of this Article 5.2, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 5.2.4 In any situation permitted by this Article 5.2 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

5.2.5 Subject to Article 5.2.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("Interested Director") who has proposed that the Directors authorise his interest ("Relevant Interest") pursuant to that section may, for the avoidance of doubt:

5.2.5.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:

5.2.5.1.1 restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;

5.2.5.1.2 restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or

5.2.5.1.3 restricting the application of the provisions in Articles 5.2.7 and 5.2.8, so far as is permitted by law, in respect of such Interested Director;

5.2.5.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to Article 5.2.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 5.2.

Terms and conditions of Board authorisation for the Fund Director

5.2.6 Notwithstanding the other provisions of this Article 5.2, it shall not (save with the consent in writing of the Fund Director) be made a condition of any authorisation of a matter in relation to the Fund Director in accordance with section 175(5)(a) of the Act that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of, the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 5.2.8.

Director's duty of confidentiality to a person other than the Company

5.2.7 Subject to Article 5.2.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 5.2), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

5.2.7.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or

5.2.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

- 5.2.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 5.2.7 shall apply only if the conflict arises out of a matter which falls within Article 5.2.1 or Article 5.2.2 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

- 5.2.9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:
- 5.2.9.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
 - 5.2.9.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director is to declare an interest

- 5.2.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 5.2.1 or Article 5.2.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:
- 5.2.10.1 falling under Article 5.2.1.7;
 - 5.2.10.1.1 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
 - 5.2.10.1.2 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

- 5.2.11 Subject to section 239 of the Act, the Company may by Ordinary Resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 5.2.
- 5.2.12 For the purposes of this Article 5.2:
- 5.2.12.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

- 5.2.12.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
- 5.2.12.3 a general notice to the Directors 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 APPOINTMENT OF DIRECTORS

6.1 Number of Directors

The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by these Articles, expressed to be vested in the Directors generally.

6.2 Founder Directors, Fund Director and Observer

6.2.1 The Fund shall, for so long as it holds at least 6% of the fully-diluted share capital of the Company, be entitled to appoint:

6.2.1.1 in addition to the powers of appointment under Article 6.3.1 below, one natural person as a non-executive director (the "Fund Director") by notice in writing to the Company served at its registered office. The Fund shall be entitled to remove their nominated Fund Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place in accordance with the process set out in this Clause 6.2.1.1;

6.2.1.2 one person to act as an observer to the Board, to the board of directors of any Subsidiary Undertaking and any committee of the Board or board of directors of any Subsidiary Undertaking established from time to time. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.

6.2.2 In addition to the powers of appointment under Article 6.3.1 below, each Founder, for so long as he (or any of his Permitted Transferees) is a Shareholder or holds rights to Shares (including under a convertible instrument), shall be entitled to be or act as a Director (each a "Founder Director") by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove that Founder Director from office. Each Founder shall be entitled to remove their nominated Founder Director at any time by notice in writing to the Company served at its registered office and to appoint another person to act in such removed Founder Director's place.

6.2.3 An appointment or removal of a Director or observer under Article 6.2.1 and Article 6.2.2 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.

6.3 Methods of appointing Directors

6.3.1 Any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed as a Director by:

6.3.1.1 an Ordinary Resolution; or

6.3.1.2 a decision of the Directors,

provided that such appointment does not cause the number of Directors to exceed any maximum number of Directors determined in accordance with Article 6.1 above and for the time being in force.

6.3.2 In any case where as the result of death or Bankruptcy the Company has no Shareholders and no Directors the Transmittee of the last Shareholder to have died or to have had a Bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person to be a Director and such appointment shall be as effective as if made by the Company in a general meeting. For the purpose of these Articles where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

6.3.3 In any case where as a the result of death or Bankruptcy the Company has no Directors and insufficient Shareholders to pass an Ordinary Resolution the other Shareholders (being those who have not died or have had a Bankruptcy order made against them) shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in a general meeting.

6.4 Termination of Director's appointment

A person ceases to be a Director as soon as:

6.4.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

6.4.2 (in the case of a Director who is a natural person) a Bankruptcy order is made against that person or that person enters into an arrangement or a composition with his creditors generally in satisfaction of his debts;

6.4.3 (in the case of a Director which is a body corporate) that body corporate (i) passes any resolution for a voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986 or otherwise) or is wound up by the court; (ii) is the subject of an administration order or an administrator is appointed in respect of that body corporate; (iii) makes any proposal under Part 1 Insolvency Act 1986 or otherwise for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or makes any proposal under part 26 of the Act or otherwise for a compromise or arrangement between it and its creditors or any class of them, makes any arrangement or compromise with its creditors generally or ceases to carry on all or substantially all of its business; (iv) has an administrative receiver, receiver or manager appointed over all or any substantial part of its assets or is the subject of any occurrence substantially similar in nature or effect, whether in England or any other jurisdiction.

6.4.4 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;

- 6.4.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 6.4.6 (where the Director has not participated in decision making of the Directors for more than six months and the other Directors reasonably believe this to be by virtue of any mental or physical incapacity of the non-participating Director) the Directors, resolve that his office be vacated; or
- 6.4.7 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;
- 6.4.8 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
- 6.4.9 in the case of Directors other than the Fund Director or a Founder Director, if a majority of his co-Directors serve notice on him in writing, removing him from office.

7 DIRECTORS' REMUNERATION AND EXPENSES

- 7.1 Directors may undertake any services for the Company that the Directors decide and shall be entitled to such remuneration as the Directors determine:
 - 7.1.1 for their services to the Company as Directors, and
 - 7.1.2 for any other service which they undertake for the Company.
- 7.2 Subject to these Articles, a Director's remuneration may:
 - 7.2.1 take any form, and
 - 7.2.2 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.
- 7.3 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 7.4 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 Subsidiary Undertakings or of any other body corporate in which the Company is interested.
- 7.5 The Company may pay any reasonable expenses which the Directors (including alternate Directors) properly incur in connection with their attendance at:
 - 7.5.1 meetings of Directors or committees of Directors
 - 7.5.2 general meetings; or
 - 7.5.3 separate meetings of the Shareholders 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.

8 ALTERNATE DIRECTORS

- 8.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "Appointor") may appoint any director or any other person as he thinks fit to be his alternate Director to:

8.1.1 exercise that Director's powers; and

8.1.2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

The appointment of an alternate Director shall not require approval by a resolution of the Directors.

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

8.3 The notice must:

8.3.1 identify the proposed alternate; and

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

8.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

8.5 Except as these Articles specify otherwise, alternate directors:

8.5.1 are deemed for all purposes to be Directors;

8.5.2 are liable for their own acts and omissions;

8.5.3 are subject to the same restrictions as their Appointors; and

8.5.4 are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

8.6 A person who is an alternate Director but not a Director:

8.6.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and

8.6.2 may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

8.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).

8.8 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's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

8.9 An alternate Director's appointment as an alternate shall terminate:

8.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- 8.9.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- 8.9.3 on the death of the alternate's Appointor; or
- 8.9.4 when the alternate's Appointor's appointment as a Director terminates.

9 SHARES: GENERAL

- 9.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 9.2 Except as otherwise provided in these Articles, the A Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 9.3 Powers to issue different classes of Share
 - 9.3.1 Subject to these 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.
 - 9.3.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Shareholder.
- 9.4 Purchase of Own Shares

Subject to Fund Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 9.5 Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust and, except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Shareholder's absolute ownership of it and all the rights attaching to it.
- 9.6 Share certificates
 - 9.6.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds. If more than one person holds a Share, only one certificate may be issued in respect of it.
 - 9.6.2 Every certificate must specify:
 - 9.6.2.1 in respect of how many Shares, of what class, it is issued;
 - 9.6.2.2 the nominal value of those Shares;
 - 9.6.2.3 the amount paid up on them;
 - 9.6.2.4 any distinguishing numbers assigned to the Shares,

and no certificate may be issued in respect of Shares of more than one class.
 - 9.6.3 Certificates must have affixed to them the Company's common seal, or be otherwise executed in accordance with the Companies Acts.

9.7 Replacement share certificates

If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares. A Shareholder exercising the right to be issued with such a replacement certificate:

- 9.7.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 9.7.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- 9.7.3 must comply with such conditions as to evidence, indemnity and the payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine.

9.8 Treasury Shares

For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:

- 9.8.1 receive notice of or to attend or vote at any general meeting of the Company;
- 9.8.2 receive or vote on any proposed written resolution; and
- 9.8.3 receive a dividend or other distribution

save as otherwise permitted by section 726(4) of the Act.

9.9 Partly paid Shares

The provisions of articles 52 to 62 of the model articles for public companies set out in Schedule 3 of the Companies (Model Articles) Regulations 2008 shall apply to any partly paid Share issued by the Company.

10 LIQUIDATION PREFERENCE

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

- 10.1 first in paying to each of the A Shareholders, in priority to the holders of any other classes of Shares, the greater of:
 - 10.1.1 an amount per share held equal to the Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the surplus assets shall be distributed to the A Shareholders pro rata to their respective holdings of A Shares); and
 - 10.1.2 a percentage of the surplus assets equal to the percentage the A Shares represent of the Shares pro rata to their respective holdings of A Shares; and
- 10.2 the balance of the surplus assets (if any) shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held.

11 EXIT PROVISIONS

11.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 10 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

11.1.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 10; and

11.1.2 the Shareholders shall take any action required by the Fund to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 10.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 10.

11.2 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 10 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the Fund (including, but without prejudice to the generality of this Article 11, actions that may be necessary to put the Company into voluntary liquidation) so that Article 10 applies.

11.3 In the event of an Asset Sale approved by the Board and the Fund in accordance with the terms of these Articles (the "Proposed Exit"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("Actions"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or Shareholder to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.

12 VARIATION OF RIGHTS

12.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent. in nominal value of the issued Shares of that class save that the special rights attaching to the A Shares may only be varied or abrogated with Fund Consent.

12.2 The creation of a new class of Shares which has preferential rights to one or more existing classes of Shares shall not constitute a variation of the rights of those existing classes of Shares.

13 ALLOTMENT OF SHARES

13.1 Subject to the remaining provisions of this Article 13, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to:

13.1.1 allot Shares; or

- 13.1.2 grant rights to subscribe for or convert any securities into Shares, to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:
- 13.1.3 this authority shall be limited to a maximum nominal amount of £[21.00];
- 13.1.4 this authority shall only apply insofar as the Company has not by resolution waived or revoked it;
- 13.1.5 this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired).

This authority is in substitution for all subsisting authorities.

- 13.2 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 13.3 Unless otherwise agreed by Special Resolution, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Shares (the "Subscribers") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares (as if the Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer:
 - 13.3.1 shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the "Subscription Period") and give details of the number and subscription price of the New Securities; and
 - 13.3.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.
- 13.4 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).
- 13.5 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.
- 13.6 Subject to the requirements of Articles 13.3 to 13.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by the Fund.
- 13.7 The provisions of Articles 13.3 to 13.6 (inclusive) shall not apply to:

- 13.7.1 options to subscribe for Ordinary Shares under the Share Option Plans;
 - 13.7.2 New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the Fund;
 - 13.7.3 New Securities which the Fund have agreed in writing should be issued without complying with the procedure set out in this Article 13;
 - 13.7.4 New Securities issued as a result of a bonus issue of shares which has been approved in writing by the Fund.
- 13.8 Any New Securities offered under this Article 13 to the Fund may be accepted in full or in part by a Member of the same Fund Group as the Fund or a Member of the same Group as the Fund in accordance with the terms of this Article 13.
- 13.9 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

14 ANTI-DILUTION PROTECTION

- 14.1 If New Securities are issued by the Company within 24 calendar months of the Date of Adoption at a price per New Security which equates to less than the Starting Price (a "Qualifying Issue") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall unless and to the extent that any of the holders of A Shares shall have specifically waived their rights under this Article in writing issue to each holder of A Shares (the "Exercising Investor") a number of new A Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 14.3 (the "Anti-Dilution Shares"):

$$N = \left(\left(\frac{SIP}{WA} \right) x Z \right) - Z$$

Where:

N= Number of Anti-Dilution Shares to be issued to the Exercising Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = Starting Price

ESC = the number of Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non cash consideration for the allotment of the New Security)

NS = the number of New Securities issued pursuant to the Qualifying Issue

Z = the number of A Shares held by the Exercising Investor prior to the Qualifying Issue.

14.2 The Anti-Dilution Shares shall:

14.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising Investors shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by Fund Consent) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 14.1 or this Article 14.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and

14.2.2 subject to the payment of any cash payable pursuant to Article 14.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing A Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 14.2.1.

14.3 In the event of any Bonus Issue or Reorganisation, the Starting Price shall also be subject to adjustment on such basis as may be agreed between the Company and the Fund within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Fund cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

14.4 For the purposes of this Article 14 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

15 SHARE TRANSFERS: GENERALLY

15.1 In Articles 15 to 23 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.

15.2 No Share may be transferred unless the transfer is made in accordance with these Articles and the Directors shall not register any transfer of a Share prohibited by or not made in accordance with these Articles.

15.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

15.4 Any transfer of a Share by way of sale which is required to be made under Articles 17.9 to 23 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.

15.5 Unless express provision is made in these Articles to the contrary, no Ordinary Shares shall be transferred without Fund Consent.

15.6 The Directors may refuse to register a transfer if:

- 15.6.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- 15.6.2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- 15.6.3 it is a transfer of a Share which is not fully paid:
 - 15.6.3.1 to a person of whom the Directors do not approve; or
 - 15.6.3.2 on which Share the Company has a lien;
- 15.6.4 the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- 15.6.5 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- 15.6.6 the transfer is in respect of more than one class of Shares;
- 15.6.7 the transfer is in favour of more than four transferees; or
- 15.6.8 these Articles otherwise provide that such transfer shall not be registered.

If the Directors refuse to register a transfer, 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.

- 15.7 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 15.7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 15.8 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

- 15.8.1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the Fund, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of the Fund; or
- 15.8.2 the withholding of payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares; and
- 15.8.3 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in Articles 15.8.1 and 15.8.2 above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in Article 15.8.3 above.

- 15.9 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 15.10 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:
 - 15.10.1 the Transfer Price for the Sale Shares will be as agreed between the Board (including Fund Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
 - 15.10.2 it does not include a Minimum Transfer Condition; and
 - 15.10.3 the Seller wishes to transfer all of the Shares held by it.
- 15.11 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:
 - 15.11.1 the transferor; and
 - 15.11.2 if any of the shares is partly or nil paid, the transferee.
- 15.12 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.

16 TRANSMISSION OF SHARES

- 16.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.
- 16.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require may, subject to these Articles, choose either to become the Shareholder of those Shares or to have them transferred to another person and subject to these Articles (including without limitation Article 15) and pending any transfer of the Shares to another person, has the same rights as the Shareholder had.

- 16.3 Subject to Articles 6.3.2 and 6.3.3, 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 Shareholder's death or Bankruptcy or otherwise, unless they become the Shareholders of those Shares.
- 16.4 Transmittees who wish to become the Shareholders of Shares to which they have become entitled must notify the Company in writing of that wish. If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it. 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 Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 16.5 If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name has been entered in the register of members.
- 17 PERMITTED TRANSFERS
- 17.1 A Shareholder (who is not a Permitted Transferee) (the "Original Shareholder") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 17.2 Shares previously transferred as permitted by Article 17.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 17.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 17.4 Subject to Article 17.7, if a Permitted Transferee ceases to be a Permitted Transferee, that Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases to be a Permitted Transferee, transfer the Shares held by it to the Original Shareholder or another Permitted Transferee of the Original Shareholder without restriction as to price or otherwise, failing which it will be deemed (unless it obtains the approval of the Board) to have given a Transfer Notice in respect of those Shares.
- 17.5 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining Trustees upon a change of Trustees without restrictions as to price or otherwise.
- 17.6 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- 17.6.1 with the terms of the trust instrument and in particular with the powers of the trustees;
- 17.6.2 with the identity of the proposed trustees;
- 17.6.3 the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
- 17.6.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

- 17.7 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must (unless he obtains the approval of the Board), within 15 Business Days of so ceasing either:
- 17.7.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - 17.7.2 give a Transfer Notice to the Company in accordance with Article 18.2, failing which he shall be deemed to have given a Transfer Notice.
- 17.8 On the death (subject to Article 17.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 17.9 A transfer of any Shares approved by the Board and the Fund may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 17.10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, including Fund Consent.
- 17.11 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Fund Consent.
- 18 PRE-EMPTION ON SHARE TRANSFERS
- 18.1 Save where the provisions of Articles 16, 22 and 23 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 17.9.
- 18.2 A Shareholder who wishes to transfer Shares (a "Seller") shall, except as otherwise provided in these Articles, and unless otherwise agreed by Special Resolution, before transferring or agreeing to transfer any Shares give notice in writing (a "Transfer Notice") to the Company specifying:
- 18.2.1 the number of Shares which he wishes to transfer (the "Sale Shares");
 - 18.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
 - 18.2.3 the price at which he wishes to transfer the Sale Shares (the "Transfer Price"); and
 - 18.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "Minimum Transfer Condition").

If no Transfer Price is specified by the Seller, the Transfer Price must be agreed by the Board (including Fund Consent). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including Fund Consent). In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five Business Days of the Company receiving the Transfer Notice.

18.3 Except with Fund Consent, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

18.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

18.5 As soon as practicable following the later of:

18.5.1 receipt of a Transfer Notice; and

18.5.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 19,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 18.6 and 18.7. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

18.6 Priority for offer of Sale Shares

18.6.1 If the Sale Shares are A Shares, the Company shall offer them to the A Shareholders on the basis as set out in Article 18.7.

18.6.2 Save as set out in Article 21.1.4, if the Sale Shares are Ordinary Shares, the Sale Shares shall be offered to the holders of Shares (as if the Shares constituted one and the same class) in each case on the basis set out in Article 18.7.

18.7 Transfers: Offer

18.7.1 The Board shall offer the Sale Shares pursuant to the Priority Rights to all Shareholders specified in the offer other than the Seller (the "Continuing Shareholders") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "Offer Period") for the maximum number of Sale Shares they wish to buy.

18.7.2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article 18.7 will be conditional on the fulfilment of the Minimum Transfer Condition.

18.7.3 If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

18.7.4 If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 18.8.5.

18.8 Completion of transfer of Sale Shares

18.8.1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 18.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

18.8.2 If:

18.8.2.1 the Transfer Notice does not include a Minimum Transfer Condition;
or

18.8.2.2 the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 18.7 and once the requirements of Article 22 have been fulfilled to the extent required, give written notice of allocation (an "Allocation Notice") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "Applicant") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

18.8.3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

18.8.4 If the Seller fails to comply with the provisions of Article 18.8.3:

18.8.4.1 the Chair (if any) or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:

18.8.4.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

18.8.4.1.2 receive the Transfer Price and give a good discharge for it;
and

18.8.4.1.3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

18.8.4.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).

18.8.5 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 18.8.6, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.

18.8.6 The right of the Seller to transfer Shares under Article 18.8.5 does not apply if the Board is of the opinion on reasonable grounds that:

- 18.8.6.1 the transferee is a person (or a nominee for a person) who the Board (with Fund Consent) determines in its absolute discretion to be a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
 - 18.8.6.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - 18.8.6.3 the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 18.9 Any Sale Shares offered under this Article 17.9 to the Fund may be accepted in full or in part by a Member of the same Fund Group as the Fund or a Member of the same Group as the Fund in accordance with the terms of this Article 17.9.

19 VALUATION OF SHARES

- 19.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 15.10, 18.2 or 21 or otherwise then, on the date of failing agreement, the Board shall either:
- 19.1.1 appoint an expert valuer in accordance with Article 19.2 (the "Expert Valuer") to certify the Fair Value of the Sale Shares; or
 - 19.1.2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- 19.2 The Expert Valuer will be either:
- 19.2.1 the Auditors; or
 - 19.2.2 (if otherwise agreed by the Board and the Seller) an independent firm of chartered accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England on the application of either party and approved by the Company.
- 19.3 The "Fair Value" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- 19.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 19.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 19.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 19.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and

- 19.3.5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 19.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 19.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 19.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 19.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 19.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice that is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate cancel the Company's authority to sell the Sale Shares.
- 19.9 The cost of obtaining the certificate shall be paid by the Company unless:
- 19.9.1 the Seller cancels the Company's authority to sell; or
- 19.9.2 the Fair Value certified by the Expert Valuer is less than the price (if any) offered by the Board to the Seller for the Sale Share before the Expert Valuer was instructed,

in which case the Seller shall bear the cost.

20 COMPULSORY TRANSFERS – GENERAL

- 20.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 20.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:
- 20.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- 20.2.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 20.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 20.3 If a Shareholder which is a company either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 20.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of that Original Shareholder before being required to serve a Transfer Notice. This Article 20.4 shall not apply to the Fund.

21 DEPARTING EMPLOYEES

21.1 Deemed Transfer Notice

- 21.1.1 Unless the Board and the Fund determine that this Article 21.1 shall not apply, if at any time during the Relevant Period an Employee ceases to be an Employee, the relevant Employee shall be deemed to have given a Transfer Notice in respect of the Leaver's Percentage of the Employee Shares on the Effective Termination Date.
- 21.1.2 In such circumstances the Transfer Price shall be as follows:
- 21.1.2.1 where the relevant Employee ceases to be an Employee by reason of being a Bad Leaver, the lower of Fair Value and the nominal value of the Employee Shares;
- 21.1.2.2 where the relevant Employee ceases to be an Employee by reason of being a Good Leaver, the Fair Value.
- 21.1.3 For the purposes of this Article, Fair Value shall be as agreed between the Board and the relevant Employee, or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 18.
- 21.1.4 For the purposes of this Article, the Priority Rights shall be such that the Employee Shares are offered in the following order of priority:
- 21.1.4.1 to any person(s) approved by the Board (other than the departing Employee) and the Fund; and/or
- 21.1.4.2 to the Company (subject always to the provisions of the Act);
- 21.1.4.3 to the holders of Shares.

21.2 Suspension of voting rights

- 21.2.1 All voting rights attached to Employee Shares held by an Employee or by any Permitted Transferee of that Employee (the "Restricted Member"), if any, shall at the time he ceases to be an Employee by virtue of being a Bad Leaver only be suspended unless the Board and the Fund notify him otherwise.

21.2.2 Any Employee Shares whose voting rights are suspended pursuant to Article 21.2.1 (“Restricted Shares”) shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 21.2.1 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee’s name being entered in the Company’s register of members) automatically be restored.

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22.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 20 and 21, after going through the pre-emption procedure in Article 17.9, the provisions of Article 22.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares (the “Proposed Transfer”) which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.

22.2 A Proposed Seller must, before making a Proposed Transfer, procure the making by the Proposed Purchaser of an offer (the “Offer”) to the other Shareholders to acquire all of the Shares for a consideration per Share the value of which is at least equal to the Specified Price (as defined in Article 22.7).

22.3 The Offer must be given by written notice (a “Proposed Sale Notice”) at least ten Business Days (the “Offer Period”) prior to the proposed sale date (“Proposed Sale Date”). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser.

22.4 If any other holder of Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.

22.5 If the Offer is accepted by any Shareholder (an “Accepting Shareholder”) within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.

22.6 The Proposed Transfer is subject to the pre-emption provisions of Article 17.9 but the purchase of the Accepting Shareholders’ shares shall not be subject to Article 17.9.

22.7 For the purpose of this Article:

22.7.1 the expression “Specified Price” shall mean in respect of each Share an amount in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:

22.7.1.1 in the Proposed Transfer; or

22.7.1.2 in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Amount, as defined in Article 22.7.2, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the “Supplemental Consideration”) provided that the total

consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 10 and 11;

22.7.2 “Relevant Amount” = $C \div A$

where: A = number of Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

23 DRAG-ALONG

23.1 If the holders of 75 per cent of the Shares (the “Selling Shareholders”) wish to transfer all their interest in Shares (the “Sellers’ Shares”) to a Proposed Purchaser, the Selling Shareholders shall have the option (the “Drag Along Option”) to compel each other holder of Shares (each a “Called Shareholder” and together the “Called Shareholders”) to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the “Drag Purchaser”) in accordance with the provisions of this Article.

23.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a “Drag Along Notice”) to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers’ Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

23.2.1 the Called Shareholders are required to transfer all their Shares (the “Called Shares”) under this Article;

23.2.2 the person to whom they are to be transferred;

23.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article);

23.2.4 the proposed date of transfer; and

23.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the “Sale Agreement”),

(and, in the case of Articles 23.2.2 to 23.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

23.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers’ Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

23.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers’ Shares in accordance with the provisions of Articles 10 and 11 (the “Drag Consideration”).

- 23.5 In respect of a transaction that is the subject of a Drag Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Shares held by such Called Shareholder.
- 23.6 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "Drag Completion Date"), each Called Shareholder shall deliver:
- 23.6.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
- 23.6.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
- 23.6.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the "Drag Documents").
- 23.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 23.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 23 in respect of their Shares.
- 23.9 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 23 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 23.10 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 17.9.

- 23.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

24 DIVIDENDS AND OTHER DISTRIBUTIONS

- 24.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 24.
- 24.2 Any Available Profits which the Company may determine, with Fund Consent, to distribute in respect of any Financial Year; will be distributed among the holders of the Shares (pari passu as if the Shares constituted one class of share) pro rata to their respective holdings of Shares.
- 24.3 Subject to the Act and these Articles, the Board may, provided Fund Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 24.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 24.5 If there are nil paid or partly paid Share(s), any holder of such Share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 24.6 A capitalised amount which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing Shares held by the persons entitled to such capitalised amount.
- 24.7 If:
- 24.7.1 a Share is subject to the Company's Lien; and
- 24.7.2 the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other amount payable in respect of the Share any amount of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the amounts payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:
- 24.7.2.1 the fact and amount of any such deduction;
- 24.7.2.2 any non-payment of a dividend or other amount payable in respect of a Share resulting from any such deduction; and
- 24.7.2.3 how the money deducted has been applied.

24.8 Procedure for declaring dividends

- 24.8.1 The Company may by Ordinary Resolution declare dividends and the Directors may decide that the Company may pay interim dividends.
- 24.8.2 A dividend must not be declared save in accordance with the Act and unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 24.8.3 No dividend may be declared or paid unless it is in accordance with the Shareholders' respective rights. Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, any dividend 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.
- 24.8.4 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.
- 24.8.5 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 24.8.6 If the Directors act in good faith they do not incur any liability to the holders of Shares containing preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

24.9 Payment of dividends and other distributions

- 24.9.1 Where a dividend or other amount which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
 - 24.9.1.1 transfer to a bank or building society account specified by the Distribution Recipient in writing;
 - 24.9.1.2 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 Shareholder), or (in any other case) to an address specified by the Distribution Recipient in writing;
 - 24.9.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
 - 24.9.1.4 any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 24.9.2 In these Articles, "Distribution Recipient" means, in respect of a Share in respect of which a dividend or other amount is payable:
 - 24.9.2.1 the Shareholder of the Share; or
 - 24.9.2.2 if the Share has two or more joint Shareholders, whichever of them is named first in the register of members; or
 - 24.9.2.3 if the Shareholder is no longer entitled to the Share by reason of death or Bankruptcy or otherwise by operation of law, the Transmitttee.

24.10 No interest on distributions

The Company may not pay interest on any dividend or other amount payable in respect of a Share unless otherwise provided by the terms on which the Share was issued or the provisions of another agreement between the Shareholder of that Share and the Company.

24.11 Unclaimed distributions

24.11.1 All dividends or other amounts which are payable in respect of Shares and which are 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.

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

24.11.3 If 12 years have passed from the date on which a dividend or other amount became due for payment, and the Distribution Recipient has not claimed it, the Distribution Recipient is no longer entitled to that dividend or other amount and it ceases to remain owing by the Company.

24.12 Non-cash distributions

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). 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 fixing the value of any assets, paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees.

24.13 Waiver of distributions

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but, if the Share has more than one Shareholder or more than one person is entitled to the Share, the notice is not effective unless it is expressed to be given, and signed, by all the Shareholders or persons otherwise entitled to the Share.

25 CAPITALISATION OF PROFITS

25.1 The Board may, if authorised to do so by an ordinary resolution (with Fund Consent):

25.1.1 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 amount standing to the credit of the Company's share premium account or capital redemption reserve; and

25.1.2 appropriate any amount which they so decide to capitalise (a "Capitalised Amount") to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the "Shareholders Entitled").

25.2 Capitalised Amounts may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.

25.3 Any Capitalised Amount may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Amount, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

- 25.4 A Capitalised Amount which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 25.5 Subject to the Articles the Board may:
- 25.5.1 apply Capitalised Amounts in accordance with Articles 25.3 and 25.4 partly in one way and partly another;
 - 25.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 25; and
 - 25.5.3 authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 25.
- 26 DECISION MAKING BY SHAREHOLDERS: VOTES
- 26.1 The A Shares shall confer on each holder of A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 26.2 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 26.3 Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.
- 26.4 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 26.4.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - 26.4.2 on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that Share have been paid.
- 27 DECISION MAKING BY SHAREHOLDERS: GENERAL MEETING
- 27.1 Calling general meetings
- 27.1.1 Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Act as to giving information to Shareholders in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any Shareholder is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company (if any).
 - 27.1.2 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.

27.2 Attendance and speaking at general meetings

- 27.2.1 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.
- 27.2.2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and 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.
- 27.2.3 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.
- 27.2.4 In determining attendance at a general meeting it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 27.2.5 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. Such meeting shall be deemed to take place where the largest group of those persons are assembled or, if there is no such group, where the Chair of the Meeting is located.

27.3 Quorum for general meetings

The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting originally adjourned due to failure to obtain (or maintain) a quorum, then, provided that the Qualifying Person present holds or represents the holder of at least 50 per cent in nominal value of the Shares (excluding Treasury Shares), any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.

27.4 Chairing general meetings

If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so. If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Directors present, or (if no Directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting and the appointment of the Chair of the Meeting must be the first business of the meeting. The person chairing a meeting in accordance with this Article is referred to as the "Chair of the Meeting".

27.5 Attendance and speaking by Directors and non-Shareholders

- 27.5.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 27.5.2 The Chair of the Meeting may permit other persons who are not Shareholders or otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

27.6 Adjournment

- 27.6.1 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 Chair of the Meeting must adjourn it.
- 27.6.2 The Chair of the Meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the Chair 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.
- 27.6.3 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 27.6.4 When adjourning a general meeting, the Chair of the Meeting must either specify the time and place to which it is adjourned (which shall be the time and place, if any, specified by the Shareholders holding a majority of the voting rights attached to the issued share capital of the Company) or (if no such specification is given) state that it is to continue at a time and place to be fixed by the Directors having regard to any directions as to the time and place of adjournment which have been given by the meeting.
- 27.6.5 Save where the adjournment is for not more than 30 minutes, the adjourned meeting is to be held at the same location as the original meeting and the Chair of the Meeting announces whilst a quorum is present the time at which the adjourned meeting shall start, the Company must give at least five Clear Business Days' notice of the adjourned meeting to the same persons to whom notice of the Company's general meetings is required to be given, and containing the same information which such notice is required to contain.
- 27.6.6 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.

28 VOTING AT GENERAL MEETINGS

28.1 Voting: general

- 28.1.1 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 these Articles.
- 28.1.2 On a show of hands each Shareholder shall have one vote.
- 28.1.3 On a poll vote each Shareholder shall have one vote for each Share he holds.

28.2 Errors and disputes

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. Any such objection must be referred to the Chair of the Meeting whose decision is final.

28.3 Poll votes

- 28.3.1 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote or 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.

- 28.3.2 A poll may be demanded by the Chair of the Meeting, the Directors, two or more persons having the right to vote on the resolution or 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.
- 28.3.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the Meeting consents to the withdrawal and the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 28.3.4 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

29 PROXIES

- 29.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
 - 29.1.1 states the name and address of the Shareholder appointing the proxy;
 - 29.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 29.1.3 is signed by or on behalf of the Shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the Directors); and
 - 29.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 29.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 29.3 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.
- 29.4 Unless a Proxy Notice indicates otherwise, it must be treated as 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 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.
- 29.5 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.
- 29.6 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.
- 29.7 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.
- 29.8 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.
- 29.9 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:

- 29.9.1 be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- 29.9.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chair or to the company secretary or to any Director; or
- 29.9.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chair or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chair or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

30 AMENDMENTS TO RESOLUTIONS

- 30.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if 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 two Business Days before the meeting is to take place (or such later time as the Chair of the Meeting may determine) and the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 30.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed and the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 30.3 If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair of the Meeting's error does not invalidate the vote on that resolution.

31 SOLE SHAREHOLDER

- 31.1 If and for so long as the Company has only one Shareholder and that Shareholder takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 168 or 510 of the Act.
- 31.2 Any decision taken by a sole Shareholder pursuant to Article 31.1 above shall be recorded in writing and delivered by that Shareholder to the Company for entry in the Company's minute book.

32 CONSOLIDATION OF SHARES

- 32.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 32.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by Ordinary Resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

33 ADMINISTRATIVE ARRANGEMENTS

33.1 Notices

- 33.1.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

33.1.1.1 in hard copy form;

33.1.1.2 in electronic form; or

33.1.1.3 (by the Company) by means of a website (other than notices calling a meeting of Directors),

or partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 33.1.

Notices in hard copy form

- 33.1.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

33.1.2.1 to the Company or any other company at its registered office; or

33.1.2.2 to the address notified to or by the Company for that purpose; or

33.1.2.3 in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or

33.1.2.4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or

33.1.2.5 to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or

- 33.1.2.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in 33.1.2.1 to 33.1.2.5 above, to the intended recipient's last address known to the Company.
- 33.1.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:
 - 33.1.3.1 if delivered, at the time of delivery;
 - 33.1.3.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.
- Notices in electronic form
- 33.1.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
 - 33.1.4.1 if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
 - 33.1.4.2 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 33.1.2; or
 - 33.1.4.3 be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - 33.1.4.3.1 on its website from time to time; or
 - 33.1.4.3.2 by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 33.1.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
 - 33.1.5.1 if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - 33.1.5.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - 33.1.5.3 if delivered in an electronic form, at the time of delivery; and
 - 33.1.5.4 if sent by any other electronic means as referred to in Article 33.1.4.3, at the time such delivery is deemed to occur under the Act.
- 33.1.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

Notice by means of a website

- 33.1.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

- 33.1.8 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "Primary Holder"). Notice so given shall constitute notice to all the joint holders.

- 33.1.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

33.2 Means of communication to be used

- 33.2.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act 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.

- 33.2.2 Subject to these 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.

- 33.2.3 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.

33.3 Company Secretary

The Company shall not be required to have a secretary but the Directors may choose to appoint a person who is willing to act as Company Secretary for such term at such remuneration and upon such conditions as they may think fit and to remove any Company Secretary as appointed.

33.4 Company seals

If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Company Secretary or second Director.

33.5 No right to inspect accounts and other records

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

33.6 Provision for employees on cessation of business

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

34 INDEMNITIES AND INSURANCE

34.1 Subject to the provisions of and so far as may be permitted by, the Act:

34.1.1 every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director or any associated company is indemnified by the Company against:

34.1.1.1 any liability incurred by the director to the Company or any associated company; or

34.1.1.2 any liability incurred by the director to pay a fine imposed in criminal proceedings or an amount payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or

34.1.1.3 any liability incurred by the director:

34.1.1.3.1 in defending any criminal proceedings in which he is convicted;

34.1.1.3.2 in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or

34.1.1.3.3 in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 34.1.1.1, 34.1.1.3.2 and 34.1.1.3.3 applying;

34.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 34.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.
- 34.3 The Company shall have a first and paramount lien (the “Company’s Lien”) over every Share (whether or not a fully paid share) for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable.
- 34.4 The Company’s Lien over a Share:
- 34.4.1 shall take priority over any third party’s interest in that Share; and
- 34.4.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company’s Lien shall not be subject to it, either wholly or in part.
- 34.5 Subject to the provisions of this Article 34, if:
- 34.5.1 a notice complying with Article 34.6 (a “Lien Enforcement Notice”) has been given by the Company in respect of a Share; and
- 34.5.2 the person to whom the notice was given has failed to comply with it,
- the Company shall be entitled to sell that Share in such manner as the Directors decide.
- 34.6 A Lien Enforcement Notice:
- 34.6.1 may only be given by the Company in respect of a Share which is subject to the Company’s Lien, in respect of which an amount is payable and the due date for payment of that amount has passed;
- 34.6.2 must specify the Share concerned;
- 34.6.3 must require payment of the amount payable within 14 days of the notice;
- 34.6.4 must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder’s death, bankruptcy or otherwise; and
- 34.6.5 must state the Company’s intention to sell the Share if the notice is not complied with.
- 34.7 Where any Share is sold pursuant to this Article 34:
- 34.7.1 the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- 34.7.2 the transferee shall not be bound to see to the application of the consideration, and the transferee’s title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

- 34.8 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 34.8.1 first, in payment of so much of the amount for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- 34.8.2 secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.
- 34.9 A statutory declaration by a Director or the Company Secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:
- 34.9.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 34.9.2 subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

35 CALL NOTICES

- 35.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "Call Notice") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified amount of money (a "call") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.
- 35.2 A Call Notice:
- 35.2.1 may not require a Shareholder to pay a call which exceeds the total amount unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
- 35.2.2 shall state when and how any call to which it relates it is to be paid; and
- 35.2.3 may permit or require the call to be paid by instalments.
- 35.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.
- 35.4 Before the Company has received any call due under a Call Notice the Directors may:
- 35.4.1 revoke it wholly or in part; or
- 35.4.2 specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.
- 35.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.
- 35.6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:

- 35.6.1 pay calls which are not the same; or
- 35.6.2 pay calls at different times.
- 35.7 A Call Notice need not be issued in respect of amounts which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
 - 35.7.1 on allotment;
 - 35.7.2 on the occurrence of a particular event; or
 - 35.7.3 on a date fixed by or in accordance with the terms of issue.
- 35.8 If the due date for payment of such an amount as referred to in Article 35.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that amount, and shall be liable to the same consequences as regards the payment of interest and forfeiture.
- 35.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):
 - 35.9.1 the Directors may issue a notice of intended forfeiture to that person; and
 - 35.9.2 until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).
- 35.10 For the purposes of Article 35.9:
 - 35.10.1 the "Call Payment Date" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "Call Payment Date" is that later date;
 - 35.10.2 the "Relevant Rate" shall be:
 - 35.10.2.1 the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - 35.10.2.2 such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or
 - 35.10.2.3 if no rate is fixed in either of these ways, five per cent. a year,

provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).
- 35.11 The Directors may waive any obligation to pay interest on a call wholly or in part.
- 35.12 The Directors may accept full payment of any unpaid amount in respect of a Share despite payment not being called under a Call Notice.

36 FORFEITURE OF SHARES

36.1 A notice of intended forfeiture:

- 36.1.1 may be sent in respect of any Share for which there is an unpaid amount in respect of which a call has not been paid as required by a Call Notice;
- 36.1.2 shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- 36.1.3 shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
- 36.1.4 shall state how the payment is to be made; and
- 36.1.5 shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

36.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

36.3 Subject to these Articles, the forfeiture of a Share extinguishes:

- 36.3.1 all interests in that Share, and all claims and demands against the Company in respect of it; and
- 36.3.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

36.4 Any Share which is forfeited in accordance with these Articles:

- 36.4.1 shall be deemed to have been forfeited when the Directors decide that it is forfeited;
- 36.4.2 shall be deemed to be the property of the Company; and
- 36.4.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.

36.5 If a person's Shares have been forfeited then:

- 36.5.1 the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
- 36.5.2 that person shall cease to be a Shareholder in respect of those Shares;
- 36.5.3 that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
- 36.5.4 that person shall remain liable to the Company for all amounts payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
- 36.5.5 the Directors shall be entitled to waive payment of such amounts wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

- 36.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 36.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 36.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
- 36.8.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 36.8.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 36.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 36.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any amount which:
- 36.10.1 was, or would have become, payable; and
- 36.10.2 had not, when that Share was forfeited, been paid by that person in respect of that Share,
- but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

37 SURRENDER OF SHARES

- 37.1 A Shareholder shall be entitled to surrender any Share:
- 37.1.1 in respect of which the Directors issue a notice of intended forfeiture;
- 37.1.2 which the Directors forfeit; or
- 37.1.3 which has been forfeited.
- The Directors shall be entitled to accept the surrender of any such Share.
- 37.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 37.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

38 REDEMPTION

- 38.1 The Company shall be entitled after the fifth anniversary of the Date of Adoption, or earlier with Fund Consent, to redeem the A Shares in issue by serving a notice in writing to the A Shareholders (the "Redemption Notice"), subject always to the provisions of the Act and these Articles, at the price of £3.071630421 per A Share plus an amount equal to any Arrears (the "Redemption Price"). On receipt of a Redemption Notice from the Company, the A Shareholder shall be bound to redeem the A Shares to which such notice relates within 10 Business Days of receipt of the notice.
- 38.2 In the event of any Bonus Issue or Reorganisation, the Redemption Price shall also be subject to adjustment on such basis as may be agreed between the Company and the Fund within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Fund cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.
- 38.3 Each A Shareholder receiving a Redemption Notice shall within ten calendar days of such notice deliver to the Company the certificate(s) for the A Shares to which the Redemption Notice relates or an indemnity in lieu of the certificate(s) in a form reasonably satisfactory to the Directors. If any certificate delivered to the Company relates to any A Shares not to be redeemed under the relevant redemption notice, a new certificate for such A Shares shall be issued free of charge to the A Shareholder delivering such certificate to the Company.
- 38.4 The Company shall, subject to the Act, be authorised to make a payment in respect of the redemption or purchase of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.
- 38.5 The Ordinary Shares shall be non-redeemable.