

DATED 4 OCTOBER 2022

Companies Act 2006

Private Company Limited By Shares

Articles of Association of EE Energy Management Limited

(Incorporated in England and Wales under registered no. 13345670)

(Adopted by Special Resolution passed on 4 October 2022)



MKB Law

14 Great Victoria Street
Belfast
BT2 7BA

T: 028 9024 2450

F: 028 9024 2448

www.mkblaw.co.uk

Contents

1	Model Articles	1
2	Definitions and Interpretation	1
3	Number of Directors	7
4	Appointment and Removal of Directors	7
5	Alternate Directors.....	8
6	Proceedings of Directors.....	8
7	Share Capital	11
8	Variation of rights	11
9	Prohibited Share Transfers	12
10	Charged Shares	13
11	Permitted Share Transfers	14
12	Leavers	15
13	Drag Along and Tag Along.....	17
14	Income and dividends	18
15	Return of Capital	18
16	Shareholder Meetings.....	18
17	Voting.....	19
18	Notices	20
19	Indemnity and Insurance	21

Companies Act 2006

Private Company Limited By Shares

Articles of Association of EE Energy Management Limited

(Incorporated in England and Wales under registered no. 13345670)

(Adopted by Special Resolution passed on)

1 Model Articles

- 1.1 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 The whole of Model Articles 11(2) (quorum for directors' meetings), 12 (chairing of directors' meetings), 13 (casting vote), 14(1)–(5) (conflicts of interest), 26(5) (share transfers), 39 (chairing general meetings), 42 (voting: general), 44(2) (poll votes), 51 (provision for employees on cessation of business), 52 (indemnity) and 53 (insurance) shall not apply to the Company.
- 1.3 Any reference to the "chairman" in the Model Articles, shall for the purposes of these Articles be deemed as a reference to the "chair".

2 Definitions and Interpretation

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

Accepting Shareholders	shall be as defined in Article 13.1;
Affected Shares	shall be as defined in Article 9.4.1;
A Director	means any director appointed to the Board by the A Shareholder and includes duly appointed alternates of such director;
A Ordinary Shares	means the A ordinary shares of £1.00 each in the capital of the Company;
A Shareholder	means the person who holds the majority of the A Ordinary Shares from time to time;
A Shareholder Consent or A Shareholder Direction	means the giving of a written consent or direction by the holders of not less than 50% in nominal value of the A Ordinary Shares in issue from time to time, provided that

	for so long as there is an A Director, any such consent or direction required or permitted to be given under these Articles shall be validly given if given by the A Director or, if at any time there is more than one A Director, each of the A Investor Directors;
A Shareholder Group	means A Shareholder and its subsidiaries;
Articles	means these articles of association of the Company as constituted under Article 1.1 (as amended from time to time);
Available Profits	means profits available for distribution within the meaning of CA 2006;
B Director	means any director appointed to the Board by the B Shareholders and includes duly appointed alternates of such director;
Bad Leaver	means a person who is not deemed to be a Good Leaver or designated as a Good Leaver by an A Shareholder Direction;
Board	means the board of directors of the Company from time to time;
B Ordinary Shares	means the B ordinary shares of £1.00 each in the capital of the Company;
B Shareholders	means the persons who from time to are the holder so the B Ordinary Shares;
Business Day	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;
Companies Act	means the Companies Act 2006;
Company	means EE Energy Management Limited, registered number 13345670;
Defaulting Shareholder	shall be as defined in Article 9.4;
Director	means a director of the Company from time to time;
Drag Along Notice	shall be as defined in Article 13.1;
Eligible B Director	means a B Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any B Director whose vote is not to be counted in respect of the particular matter whether as a result of these Articles or as a consequence of the provisions of any agreement made between the Shareholders or to which a Shareholder has become bound);

Elgin	Elgin Energy Holdings Limited incorporated in England and Wales under number 07181686 whose registered office is at Twp Accounting Llp The Old Rectory, Church Street, Weybridge, Surrey, KT13 8DE;
Fair Value	shall be as defined in Article 12.6;
Family Member	means, in relation to a Director, their spouse and/or any one or more of their children (including step-children);
Family Trust	means, in relation to a Director or Relevant Employee, a trust or settlement set up wholly for the benefit of that person and/or their Family Members;
FSMA	means the Financial Services and Markets Act 2000;
Garden Leave	means any period during which the Company, in respect of an employee and pursuant to the service contract between the Company and that employee, ceases or has ceased to provide that employee with work;
Good Leaver	<p>means a Leaver who:</p> <ul style="list-style-type: none"> (a) dies; (b) suffers a physical or mental deterioration which, in the reasonable opinion of A Shareholder, is sufficiently serious to prevent the relevant person from following their normal employment or which seriously prejudices their earning capacity; (c) the Leaver and the Company agree that the Leaver is not a Bad Leaver; (d) is dismissed by the Company in circumstances which are determined, by an employment tribunal or at a court of competent jurisdiction to be unfair, wrongful or constructive (unless such determination is for technical grounds resulting in an award of not more than six weeks' salary); or (e) retires at normal retirement age; (f) is dismissed by reason of redundancy within the meaning of s 139 of the Employment Rights Act 1996;
Group Company	<p>means in relation to a Shareholder:</p> <ul style="list-style-type: none"> (a) any holding company and any parent company and any subsidiary and any subsidiary undertaking of such Shareholder or such companies from time to time;

- (b) any partnership or other entity of which any entity referred to in paragraph (a) of this definition is either the general partner, trustee or the principal manager (either directly or indirectly) from time to time;
- (c) any nominee or trustee of any entity falling within paragraphs (a) or (b) of this definition acting in such capacity (whether on a change of nominee or trustee or otherwise) from time to time; and
- (d) any partnership, unit trust, open ended investment scheme or other investment fund in which any entity referred to in paragraph (a) or (b) of this definition is either a limited partner, member or investor from time to time;

holding company

means a parent undertaking as defined by section 1162 of the Companies Act;

Independent Expert

means a partner of at least 10 years' standing at a leading UK firm of accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination, appointed by the President from time to time of the Institute of Chartered Accountants in England and Wales;

Leaver

means:

- (a) any B Shareholder who ceases, or has ceased, to be a Relevant Employee, provided that, for these purposes, a B Shareholder shall be deemed to cease, or have ceased, to be a Relevant Employee upon the commencement of any period during which the relevant individual is placed on Garden Leave pursuant to their service contract with the Company or other Group Company, notwithstanding that the relevant individual remains an employee of the Company or any other Group Company;
- (b) any B Shareholder who is (or is the nominee of) a Family Member of any person who ceases to be a Relevant Employee;
- (c) any B Shareholder who is (or is the nominee of) the trustee of a Family Trust of any person who ceases to be a Relevant Employee in respect of the B Shares held on behalf of such person or on behalf of any Family Member of such person;

- (d) any B Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such B Shareholder was a permitted transferee under the provisions of Article 11 (*Permitted Share Transfers*) who ceases to be a permitted transferee in relation to such person, including, without limitation, any B Shareholder who ceases to be the spouse of a Relevant Employee;
- (e) any person who holds or becomes entitled to any B Shares:
 - (i) following the death of a B Shareholder; or
 - (ii) following the bankruptcy of a B Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a B Shareholder (if a company);
- (f) any B Shareholder holding B Shares as a nominee for any person who ceases, or who has ceased, to be a Relevant Employee in respect of the Shares held on behalf of such person;

Leaver's Shares	means all of the Shares held by a Leaver, or to which they are entitled, on the Leaving Date;
Leaving Date	means the date on which the relevant person becomes a Leaver;
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as at the date of adoption of these Articles;
Other Shareholders	shall be as defined in Article 13.1;
Proposed Buyer	shall be as defined in Article 13.4;
Proposed Sale	shall be as defined in Article 13.4;
Proposed Sellers	shall be as defined in Article 13.4;
Relevant Employee	means: <ul style="list-style-type: none"> (a) an employee of the Company; or (b) a Director (other than in either case, for the purposes of Article 12 (Leavers), an A Director);

Sale	means the sale of the whole of the issued equity share capital of the Company to a single buyer or to one or more buyers as part of a single transaction;
Sale Notice	shall be as defined in Article 12.2;
Secured Institution	shall be as defined in Article 10.1;
Share	means a share in the capital of the Company;
Shareholder	means any holder of any Share from time to time;
Shareholder Communication	means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;
Shareholder Group	means, in relation to a Shareholder, that Shareholder and: <ul style="list-style-type: none"> (a) any subsidiary of that Shareholder from time to time; or (b) any holding company of the Shareholder and any other subsidiary of such holding company from time to time, and references to member or members of a Shareholder Group shall be construed accordingly;
subsidiary	means a subsidiary undertaking as defined by section 1162 of the Companies Act;
Tag Along Notice	shall be as defined in Article 13.4;
Transferee	shall be as defined in Article 11.1.3;
Transferor	shall be as defined in Article 11.1.3;
Third Party	shall be as defined in Article 13.1; and
Third Party Offer	shall be as defined in Article 13.1.

2.2 Unless the context otherwise requires:

2.2.1 each gender includes the other;

2.2.2 the singular includes the plural and vice versa;

2.2.3 references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;

2.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';

- 2.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;
- 2.2.6 the contents table and the descriptive headings to provisions in these Articles are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Articles;
- 2.2.7 references to legislation include any modification or re-enactment thereof but exclude any re-enactment or modification after the date of these Articles to the extent they make any party's obligations more onerous or otherwise adversely affect the rights of any party;
- 2.2.8 references to 'writing' or 'written' include faxes and any other method of reproducing words in a legible and non-transitory form;
- 2.2.9 a person shall be deemed to be 'connected' with another if that person is connected with such other within the meaning of section 1122 of the Corporation Tax Act 2010; and
- 2.2.10 the term 'acting in concert' shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.

3 Number of Directors

The number of Directors (excluding alternate directors) shall not be less than three in number nor more than six.

4 Appointment and Removal of Directors

- 4.1 The A Shareholder shall be entitled at any time to appoint and maintain in office up to 4 A Directors and to remove or replace any director so appointed.
- 4.2 The B Shareholders shall be entitled at any time to appoint and maintain in office up to 2 B Directors and to remove or replace any director so appointed subject to each B Director being first approved by the A Shareholders whose approval shall not be withheld where the nominated B Director is a B Shareholder.
- 4.3 At any meeting of the Board the A Directors present (whatever their number) shall between them have ninety (90) votes (to be allocated between them as they may agree) and the B Directors present (whatever their number) shall between them have ten (10) votes (to be allocated between them as they may agree).
- 4.4 The appointment and removal of any director in accordance with clauses 4.1 and 4.2 shall be made by notice in writing served on the Company and shall take effect at the time it is served on the Company.

- 4.5 If a Shareholder removes a person it has appointed as a director in accordance with clause 4.1 or 4.2, that Shareholder shall be responsible for and shall indemnify the other Shareholder and the Company against any claim by that director arising out of its removal, whether for unfair or wrongful dismissal or otherwise.

5 Alternate Directors

- 5.1 A Director (other than an alternate director) may appoint any other Director (the **Appointor**) or (in the case of an A Director) any other person whomsoever to be an alternate director and may remove from office an alternate director so appointed. Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved with A Shareholder Consent.

- 5.2 Where:

5.2.1 the Appointor is an A Director the alternate shall be deemed to be an A Director during his period of appointment; and

5.2.2 the Appointor is a B Director the alternate shall be deemed to be an A Director during his period of appointment.

- 5.3 A person who holds office only as an alternate director shall, if their Appointor is not present, be counted in the quorum at any meeting of the Directors of the Company. An alternate director shall have the same rights in relation to any such meeting of the Directors or Directors' written resolution, as the alternate's Appointor.

- 5.4 Any Director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the Director so appointing them in addition to being entitled to vote in their own capacity as a Director and shall also be considered as two Directors for the purpose of making a quorum of Directors unless they are the only individual present.

- 5.5 An alternate director's appointment as an alternate terminates:

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

5.5.2 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;

5.5.3 on the death of the alternate's Appointor; or

5.5.4 when the alternate's Appointor's appointment as a Director terminates.

6 Proceedings of Directors

- 6.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

- 6.2 The quorum for the transaction of business at each meeting of the Board shall be one A Director and one Eligible B Director. If at any meeting of the Board, there are no eligible B Directors the quorum for the transaction of business shall be one A Director.
- 6.3 If a quorum is not present within 30 minutes of the time specified for a Board meeting or, if during the meeting, a quorum ceases to be present, the meeting shall be adjourned for 2 Business Days at the same time and place. If a quorum is not present within 30 minutes of the time fixed for the adjourned meeting, those directors present will constitute a quorum.
- 6.4 The A Shareholder shall be entitled to nominate and appoint one of the A Directors as the chair of the Board. If any such chair is unable to attend any Board meeting, the A Shareholder will be entitled to appoint another A Director to act in its place. The chair shall have a second or casting vote.
- 6.5 Any Director or alternate director may validly participate in a meeting of the Board through telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Companies Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place. If the Directors cannot or do not decide upon where such a meeting shall be deemed to take place, then it shall be where the Chair of the meeting then is located.
- 6.6 If a situation arises or exists in which a Director has or could have a direct or indirect interest that conflicts, or may potentially conflict, with the interests of the Company (other than an interest arising in relation to a transaction or arrangement with the Company or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest), without prejudice to the provisions of Articles 6.7 to 6.9, the Director concerned, or any other Director, may propose to the Board that such situation be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the relevant situation. Subject to the Companies Act, the Directors may authorise such situation and the continuing performance by the relevant Director of their duties as a Director on such terms as they may think fit.
- 6.7 The relevant Director may be counted in the quorum at the relevant meeting of the Directors to authorise such situation and may be entitled to vote on the resolution authorising such situation.
- 6.8 Notwithstanding his office as a director of the Company or the existence of an actual or potential conflict between any A Director and the interests of the Company which would fall within the ambit of section 175(1) of CA 2006, an A Director:

- 6.8.1 may, at any time, be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in:
- (a) Elgin or any Elgin Group Company; or
 - (b) any other company in which Elgin also holds shares or other securities or is otherwise interested, whether directly or indirectly;
- 6.8.2 shall be entitled to attend any meeting or part of a meeting of the directors of the Company or a committee of the directors of the Company at which any matter which may be relevant to Elgin or an Elgin Group Company may be discussed, and to vote on a resolution of the directors of the Company or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant A Director at the same time as other directors;
- 6.8.3 shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any interest in Elgin or any Elgin Group Company;
- 6.8.4 shall be entitled to consult freely about the Company and its affairs with, and to disclose Confidential Information to, Elgin or any Elgin Group Company, or proposed investor in Elgin or the Elgin Group or any other person on whose behalf it is investing in the Company, and to the Elgin Group's auditors, lenders and proposed lenders (or with and to any of its or their professional advisers);
- 6.8.5 shall not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of being a shareholder, director, employee, consultant or otherwise connected to Elgin or any Elgin Group Company.
- 6.9 No contract entered into shall be liable to be avoided by virtue of:
- 6.9.1 any Director having an interest of the type referred to in Article 6.6 where the relevant situation has been approved as provided by that Article;
 - 6.9.2 any A Director having an Elgin or Elgin Group Company interest which falls within Article 6.8.
- 6.10 The provisions of Articles 6.6 to 6.9 shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this Article 6.10 and Article 6.11 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that they comply with the Companies Act.
- 6.11 Without prejudice to the obligation of each Director to declare an interest in accordance with the Companies Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which they have an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to

which they have a duty. Having so declared any such interest or duty they may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if they vote on such resolution their vote shall be counted.

7 Share Capital

7.1 The issued share capital of the Company at the date of the adoption of these Articles is £100 divided into:

7.1.1 90 A Ordinary Shares; and

7.1.2 10 B Ordinary Shares.

7.2 The rights conferred on each of the holders of A Ordinary Shares shall be deemed to be varied by:

7.2.1 the creation or issue of any further shares (whether ranking equally, in priority to them or subsequent to them);

7.2.2 any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or

7.2.3 any amendment to these Articles.

7.3 The rights conferred on each of the holders of B Ordinary Shares shall be deemed to be varied by:

7.3.1 the creation or issue of any further shares (whether ranking equally, in priority to them or subsequent to them);

7.3.2 any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or

7.3.3 any amendment to these Articles.

8 Variation of rights

8.1 The rights attached to any class of Shares may from time to time, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than 75% in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of that class of Shares, but not otherwise.

8.2 The provisions of these Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that:

- 8.2.1 the necessary quorum shall be one person holding or representing by proxy at least one third in nominal amount of the issued Shares of that class;
- 8.2.2 every holder of Shares of the class present in person or by proxy shall be entitled on a poll to one vote for every such Share held by it; and
- 8.2.3 any holder of Shares of the class present in person or by proxy may demand a poll.

9 Prohibited Share Transfers

9.1 In these Articles, a reference to the transfer of a Share shall mean either or both:

- 9.1.1 the transfer of either or both of the legal and beneficial ownership in the Share; and
- 9.1.2 the grant of an option to acquire either or both of the legal and beneficial ownership in the Share.

9.2 The following shall be deemed, without limitation, to be a transfer of a Share:

- 9.2.1 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
- 9.2.2 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than themselves; and
- 9.2.3 any grant of a legal or equitable mortgage or charge over any Share.

9.3 Any person who holds, or becomes entitled to, any Share shall not, without A Shareholder Consent, effect a transfer of such Shares, except in accordance with Article 10 (Charged Shares), Article 11 (Permitted Share Transfers), Article 12 (Leavers) or Article 13 (Drag Along and Tag Along).

9.4 The Company shall, upon receiving an A Shareholder Direction, request any Shareholder or Leaver who has made, or is proposing or required to make, a transfer of Shares to provide to the Company information or evidence as to the Shareholder's or Leaver's compliance with Article 9.3 in respect of such transfer. If such information or evidence is not provided to the Board within five Business Days of the request being made, then the Board shall forthwith upon receipt of an A Shareholder Direction notify the relevant Shareholder or Leaver (**Defaulting Shareholder**) that a breach of the transfer provisions of these Articles is deemed to have occurred, in which case:

- 9.4.1 the Company shall refuse to register any transfer of the Shares which the Defaulting Shareholder holds or to which they are entitled and any Shares formerly held by them which have been transferred in breach of Article 9.3 or in accordance with Article 11

(*Permitted Share Transfers*) (**Affected Shares**), unless A Shareholder Consent to allow such registration is provided;

9.4.2 the Affected Shares, and any further Shares issued pursuant to the exercise of a right attaching to the Affected Shares or in pursuance of an offer made to the holder of the Affected Shares shall cease to confer any rights:

- (a) to vote (in any general meeting or class meeting); or
- (b) to receive dividends or other distributions (other than the Issue Price of the Affected Shares upon a return of capital),

unless such rights are reinstated by the Board (with A Shareholder Consent) or, if earlier, upon the completion of the transfer of the Leaver's Shares or other transfer as contemplated by Article 9.4.3; and

9.4.3 if the Defaulting Shareholder is not a Leaver, they shall (upon an A Shareholder Direction) forthwith be treated as a Leaver, or if no such A Shareholder Direction is made, they may be required at any time following such notice to transfer (or procure the transfer of) some or all of the Affected Shares to such person(s) at a price determined by the Board with A Shareholder Consent or as directed by an A Shareholder Direction.

10 Charged Shares

Notwithstanding the provisions of Article 9 (*Prohibited Share Transfers*) the Directors shall not decline to register any transfer of Shares, nor may they suspend registration thereof, where such transfer:

- 10.1 is to any bank, institution or other person which has been granted a security interest in respect of such Shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("**Secured Institution**") (and a certificate by any such person or an employee of any such person that a security interest over the Shares was so granted and the transfer was so executed shall be conclusive evidence of such facts); or
- 10.2 is delivered to the company for registration by a Secured Institution or its nominee in order to perfect its security over the Shares; or
- 10.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of Shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any Shares in the Company or proposed transferor of such Shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the Shares which are or are to be the subject of any transfer as aforesaid to the Shareholders for the time being of the Company or any of them and no such

Shareholder shall have any right under the Articles or otherwise howsoever to require such Shares to be transferred to them whether for any valuable consideration or otherwise.

11 Permitted Share Transfers

11.1 Notwithstanding the provisions of Article 9 (*Prohibited Share Transfers*):

11.1.1 any Director or Relevant Employee may, with A Shareholder Consent, transfer some or all of their Shares to any of their Family Members over the age of 18 or to the trustees of their Family Trust;

11.1.2 any Shareholder who is a trustee of a Family Trust may at any time transfer any Share which they hold in that capacity to:

(a) the new or remaining trustees of the Family Trust upon any change of trustees; and

(b) any Director or Relevant Employee or any of their Family Members on their becoming entitled to the same under the terms of the Family Trust;

11.1.3 an A Shareholder (the **Transferor**) may at any time transfer any of its Shares to any member of its Shareholder Group (the **Transferee**) without being required to serve a Transfer Notice or comply with the pre-emption procedure set out in this Article 11 (*Permitted Share Transfers*). If the Transferee is to cease to be a member of the Transferor's Shareholder Group at any time, the Transferee shall immediately prior to the time at which it ceases to be a member of its Shareholder Group transfer all such Shares back to the Transferor or to another member of the same Shareholder Group as the Transferor (which in either case is not in liquidation). If the Transferee fails to effect such transfer before it ceases to be a member of such Shareholder Group, the Company may execute a transfer of the relevant Shares on behalf of the Transferee and register the Transferor as the holder of such Shares;

11.1.4 any A Shareholder may at any time transfer all (but not some only) of the A Ordinary to any person for cash and not on deferred terms provided that it complies with the provisions of Articles 11.1.5 to 11.1.7;

11.1.5 if the A Shareholder does not serve upon the B Shareholders a Drag Along Notice (in which case the provisions of Articles 11.1.5 to 11.1.7 shall not apply), the A Shareholder must first give the B Shareholders an irrevocable notice in writing (the **Transfer Notice**) setting out details of the proposed transfer, including the identity of the proposed buyer, the price per Share agreed with such buyer and any other material terms agreed between the A Shareholder and the proposed buyer. The Transfer Notice shall constitute an offer by the A Shareholder Seller to sell all (but not some only) of its Shares to the B Shareholders on the same terms;

11.1.6 if the B Shareholders give written notice to the A Shareholder within 10 Business Days of receiving the Transfer Notice that they wish to buy all the A Ordinary Shares at the price per Share set out in the Transfer Notice, the B Shareholders will be bound to buy

and the A Shareholder will be bound to sell all of the A Ordinary Shares on such terms. If the B Shareholder give a Tag Along Notice then this Article 11.1.6 and Article 11.1.7 shall not apply;

11.1.7 if the B Shareholders do not notify the A Shareholder that they wish to buy the A Ordinary Shares within the time period specified in Article 11.1.6, the A Shareholder may transfer all (but not some only) of the A Ordinary Shares at any time within two months of the expiry of such time period to the buyer identified in the Transfer Notice at a price not less than the price specified in the Transfer Notice; and

11.1.8 any Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a permitted transferee under the provisions of this Article may at any time transfer any Share to the person who originally transferred such Shares (or to any other permitted transferee of such original transferor).

11.2 Subject to Article 9.4, the Company shall be obliged to register any transfer made pursuant to the above provisions.

12 Leavers

12.1 The provisions of this Article shall apply to any Leaver and to any Leaver's Shares.

12.2 If a person becomes a Leaver, then at any time within 12 months from the Leaving Date, the A Shareholder may direct the Company immediately to serve a notice on the Leaver notifying them that they are, with immediate effect, deemed to have offered such number and class of their Leaver's Shares to such person(s) (including the Company) as may be specified by the A Shareholder (**Sale Notice**).

12.3 On receipt of a Sale Notice, the Leaver shall be obliged to immediately transfer, at the Sale Price as determined in accordance with Article 12.5, such number of their Leaver's Shares to the person(s) specified in the Sale Notice. Completion of the sale and purchase of the Leaver's Shares in accordance with the Sale Notice shall take place within 20 Business Days of the date of the Sale Notice at which time the Leaver shall transfer the relevant Leaver's Shares to the person(s) specified in the Sale Notice and deliver the relevant Share certificates against payment of the Sale Price for such Shares.

12.4 If the Leaver defaults in transferring any Leaver's Shares pursuant to Article 12.3 in circumstances where the Company:

12.4.1 does not acquire the Leaver's Shares, the Company:

- (a) may receive the relevant purchase money;
- (b) may nominate some person to execute an instrument of transfer of the Leaver's Shares in the name and on behalf of the Leaver;

- (c) shall cause the name of the proposed transferee to be entered in the Company's register of members as the holder of such Leaver's Shares when the instrument of transfer has been duly stamped (if required);
- (d) shall hold the purchase money on trust (without interest) for the Leaver, the receipt by the Company of the purchase money being a good discharge to the proposed transferee (who shall not be bound to see to the application of the purchase money); or

12.4.2 does acquire the Leaver's Shares, the Company:

- (a) may nominate some person to execute an instrument of transfer of the Leaver's Shares in the name and on behalf of the Leaver;
- (b) shall cause such share capital to be cancelled in accordance with the Companies Act when such instrument has been duly stamped (if required); and
- (c) shall hold the purchase money on trust (without interest) for the Leaver.

In each case after the Leaver's Shares have been transferred on the register or cancelled, as the case may be, the validity of the proceedings shall not be questioned by any person.

12.5 The Sale Price shall be, in the case of a:

12.5.1 Good Leaver, the aggregate Fair Value of the Leaver's Shares; and

12.5.2 Bad Leaver, the greater of the aggregate of the Issue Price paid by the Leaver for the Leaver's Shares (and, in respect of any Shares that were acquired by the Leaver rather than subscribed for by the Leaver, the acquisition price for those Shares) and 30% of the aggregate Fair Value of the Leaver's Shares.

12.6 For the purposes of Article 12.5, **Fair Value** means such price as the transferor and the Company shall agree within 10 Business Days of the date of the deemed Sale Notice or, failing such agreement, as determined by the Independent Expert, in which case:

12.6.1 the Company shall immediately instruct the Independent Expert to determine the Fair Value on the basis which, in their opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer and shall take account of whether the Leaver's Shares comprise a majority or minority interest in the Company and the fact that their transferability is restricted by these Articles;

12.6.2 the Independent Expert shall act as an expert and not an arbitrator (and the Arbitration Act 1996 shall not apply);

12.6.3 the Independent Expert shall certify the Fair Value as soon as possible after being instructed to do so and such certificate shall be final and binding (in the absence of manifest error); and

12.6.4 the costs and expenses of the Independent Expert shall be borne by the Company.

13 Drag Along and Tag Along

- 13.1 If the A Shareholder receives an offer in writing from a bona fide third party (**Third Party**) to purchase the entire equity share capital in the Company not already owned by the Third Party (**Third Party Offer**) and the A Shareholder wishes to accept the Third Party Offer, the A Shareholder is entitled to issue to the B Shareholders written notice (**Drag Along Notice**) requiring the B Shareholders to sell to the Third Party all of the B Ordinary Shares upon the terms and conditions for the A Ordinary Shares specified in the Drag Along Notice.
- 13.2 The terms on which the A Shareholder requires the B Shareholders to sell the B Ordinary Shares must be no less favourable than the terms on which the A Shareholder is selling the A Ordinary Shares to the Third Party.
- 13.3 The Drag Along Notice must specify:
- 13.3.1 the details of the Third Party;
 - 13.3.2 the price payable for each Share and other consideration (if any) to be received (directly or indirectly) by the A Shareholders and
 - 13.3.3 any other material terms upon which the B Ordinary Shares shall be purchased pursuant to the Drag Along Notice.
- 13.4 If at any time the A Shareholder serves a Transfer Notice upon the B Shareholders proposing to sell to any person (**Proposed Buyer**), in one or a series of related transactions, such number of A Ordinary Shares which when registered would result in that person (together with persons connected or acting in concert with him) holding or increasing their holding to 50% or more of the issued equity share capital of the Company (**Proposed Sale**), the B Shareholders may within the period of 10 days referred to in Article 11.1.6 give written notice (**Tag Along Notice**) to the A Shareholders.
- 13.5 Following the service of a Tag Along Notice, the Proposed Sale may not be completed unless the Proposed Buyer unconditionally agrees to buy all the B Ordinary Shares on the same terms and conditions as apply to the Proposed Sale and the B Shareholders shall be bound to sell the B Ordinary Shares to the Proposed Buyer on those Terms.
- 13.6 If any B Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by them and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any A Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as they think fit to execute, the necessary transfer(s) and indemnities on the B Shareholder's behalf and, against receipt by the Company (on trust for such B Shareholder) of the consideration payable for the relevant B Ordinary Shares, deliver such transfer(s) and certificate(s) or indemnities to the Third Party (or their nominee) and register such Third Party (or their nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

- 13.7 The B Shareholders are not obliged to sell their Shares in accordance with this Article 13 if the A Shareholders do not complete the sale of all their Shares to the Third Party on the same terms and conditions set out in the Drag Along Notice or the Transfer Notice.

14 Income and dividends

Subject to any agreement between the Shareholders that is in force from time to time, any Available Profits which the Company may decide to distribute shall be applied in distributing such profits among the holders of the A Shares and the B Shares (pari passu as if the A Shares and the B Shares constituted one class of shares) pro rata to their respective shareholdings.

15 Return of Capital

On a return of capital on winding-up or otherwise (but not in respect of any conversion, redemption or purchase by the Company of any Shares) subject to any agreement between the Shareholders that is in force from time to time the surplus assets of the Company remaining after the payment of its debts and liabilities shall be applied among the holders of the A Shares and the B Shares (pari passu as if the A Shares and the B Shares constituted one class of shares) pro rata to their respective shareholdings.

16 Shareholder Meetings

- 16.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the commencement of the business and also when such business is voted upon.
- 16.2 The quorum for the transaction of business at each Shareholder meeting shall be one A Shareholder and one B Shareholder or a proxy for a such Shareholder or a duly authorised representative of a corporation.
- 16.3 If a quorum is not present within 30 minutes of the time specified for a Shareholder meeting or, if during the meeting, a quorum ceases to be present, the meeting shall be adjourned for 2 Business Days at the same time and place. If a quorum is not present within 30 minutes of the time fixed for the adjourned meeting, those Shareholders present will constitute a quorum.
- 16.4 The Chair shall chair general meetings. If there is no Chair in office for the time being, or the Chair is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chair of the meeting must be the first business of the meeting.
- 16.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded at any general meeting by the Chair, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.

- 16.6 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting at any time before the time appointed for the holding of the meeting (or any adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the Companies Act.

17 Voting

- 17.1 The voting rights attached to A Ordinary Shares and B Ordinary Shares shall be:

17.1.1 on a written resolution, every Shareholder holding one or more A Ordinary Shares or B Ordinary Shares shall have one vote for each A Ordinary Share and one vote for each B Ordinary Share held by them; and

17.1.2 on a resolution to be passed at a general meeting of the Company, every Shareholder holding one or more A Ordinary Shares or B Ordinary Shares (being an individual) present in person or by proxy or (being a corporation) present by a representative or by proxy shall have:

- (a) on a show of hands, one vote each; and
- (b) on a poll, one vote for each A Ordinary Share and one vote for each B Ordinary Share of which they are the holder.

- 17.2 If at any time (without A Shareholder Consent):

17.2.1 a Shareholder is in breach of any provision of these Articles and/or any agreement made from time to time between the Shareholders to regulate the management and control of the Company;

17.2.2 a person becomes a Leaver (whether or not the person who is the Leaver is a Shareholder at that time); or

17.2.3 the Company becomes entitled to terminate any contract of employment with a person by reason of a repudiatory breach of that contract (whether or not the person in breach of the contract is a Shareholder at that time),

then the Shares held by that person (or to which they are entitled) and any Shares formerly held by that person that have been transferred (either in accordance with the provisions of Article 11 (Permitted Share Transfers) or otherwise in breach of these Articles) shall immediately cease to entitle the holders thereof to attend and vote on any written resolution of the Company or at any general meeting or at any separate class meeting of the Company (whether on a show of hands or on a poll), until:

17.2.4 in the case of Article 17.2.1, the breach no longer subsists;

17.2.5 in the case of Article 17.2.2, the provisions of Article 12 (*Leavers*) cease to apply; and

17.2.6 in the case of Article 0, the person and any person to whom they have transferred Shares to (either in accordance with the provisions of Article 11 (Permitted Share Transfers) or otherwise in breach of these Articles) has ceased to be a Shareholder.

18 Notices

18.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.

18.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:

18.2.1 personally;

18.2.2 by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at their postal address (as appearing in the Company's register of members in the case of Shareholders); or

18.2.3 except in the case of share certificates or a notice to be given under Articles and/or 9.4, by sending or supplying it:

(a) in electronic form (as specified by section 1168(3) of the Companies Act and otherwise complying with the requirements of section 1168); or

(b) by website communication in accordance with the provisions of the Companies Act and the Electronic Communications Act 2000.

18.3 In the case of a Shareholder Communication validly:

18.3.1 delivered by hand, it shall be deemed to be delivered on signature of a delivery receipt or at the time the Shareholder Communication is left at the correct address;

18.3.2 sent by post to an address within the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted;

18.3.3 sent by post to an address outside the United Kingdom, proof that an envelope containing the communication was properly addressed, pre-paid and sent by reputable international overnight courier shall be conclusive evidence that it was sent and it shall be deemed to be delivered on signature of a delivery receipt or at the time the Shareholder Communication is left at the correct address;

18.3.4 sent in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder; and

- 18.3.5 made by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website.
- 18.4 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.
- 18.5 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company.

19 Indemnity and Insurance

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