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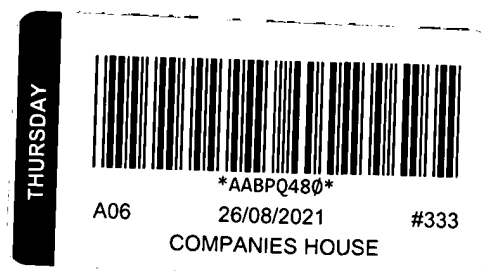
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**THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
NEW  
ARTICLES OF ASSOCIATION  
OF  
PLUME BIOTECHNOLOGY LIMITED**

**(ADOPTED BY A SPECIAL RESOLUTION PASSED ON 23<sup>RD</sup> AUGUST 2021)**

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**COMPANY LIMITED BY SHARES  
NEW  
ARTICLES OF ASSOCIATION OF  
PLUME BIOTECHNOLOGY LIMITED**

**1. INTRODUCTION**

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the “**Model Articles**”), a copy of which is appended to these Articles, shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be to a statutory provision of the United Kingdom and shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- 1.3.1 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
  - 1.3.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
  - 1.3.3 Articles 2, 4, 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 36, 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
  - 1.3.4 reference to “**issued Shares**” of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
  - 1.3.5 reference to the “**holders**” of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.4 No regulations or articles set out in any statute or in any statutory instrument or other subordinate legislation made under any statute concerning companies shall apply as the regulations or articles of the Company.

**2. Definitions and Interpretation**

- 2.1 In these Articles, unless the context requires otherwise:
- “**Accepting Shareholder**” has the meaning given in Article 20.4;
- “**Act**” means the Companies Act 2006 (as amended from time to time);
- “**Allocation Notice**” has the meaning given in Article 15.12;
- “**Applicant**” has the meaning given in Article 15.12;
- “**Appointor**” means any Director who is appointed as an alternate pursuant to article 30.1;
- “**Articles**” means the Company’s articles of association (as amended from time to time);
- “**Asset Sale**” means the disposal by the Company (or any other Group Company) of all or substantially all of its undertaking and assets;
- “**Authority**” means any supra-national, national or sub-national authority, commission, department, agency, regulator, regulatory body, court, tribunal or arbitrator in any jurisdiction;
- “**Bad Leaver**” means an Employee Member who ceases to be an Employee Member as a consequence of:
- (a) that persons resignation at any time in circumstances where they are in breach of their employment or consultancy agreement and the relevant Group Company is entitled to

dismiss such Employee Member for cause, where “cause” shall mean: (i) 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 misconduct or as otherwise permitted pursuant to the terms of that person’s contract of employment or consultancy; and/or (ii) that person’s fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996;

- (b) that person’s dismissal as an Employee Member for cause, where “cause” shall mean: (i) 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 misconduct or as otherwise permitted pursuant to the terms of that person’s contract of employment or consultancy; and/or (ii) that person’s fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996; or
- (c) that person’s dismissal as an Employee in circumstances constituting fraud, gross misconduct or due to a Restrictive Covenant Breach,

save that where such dismissal or termination is Finally Determined to be unlawful or in breach of the Employee Member’s consultancy agreement, then the Employee Member will not be deemed to be a Bad Leaver and shall be deemed to be an Early Leaver or a Good Leaver as applicable;

“**bankruptcy**” includes individual insolvency proceedings in any jurisdiction which have an effect similar to that of bankruptcy;

“**Board**” means the board of Directors and any committee or sub-committee of the Board;

“**Business Day**” means a day (which for these purposes ends at 5:30 p.m.) on which UK clearing banks are ordinarily open for the transaction of normal banking business in the city of Sheffield (other than a Saturday or Sunday);

“**call**” has the meaning given in Article 41.1;

“**Call Notice**” has the meaning given in Article 41.1;

“**Call Payment Date**” has the meaning given in Article 41.10;

“**Called Shareholders**” has the meaning given in Article 21.1;

“**Called Shares**” has the meaning given in Article 21.2.1;

“**Capitalised Sum**” has the meaning given in Article 44.1.2;

“**Commencement Date**” means the date on which these Articles are adopted, as specified on the cover page;

“**Company**” means Plume Biotechnology Ltd (with the company number 13404705 incorporated under the laws of England and Wales), whose registered office is at The Innovation Centre, 217 Portobello, Sheffield, England, S1 4DP;

“**Company’s Lien**” has the meaning given in Article 40.1;

“**Consultant**” means a consultant to the Company and/or any Group Company or person whose services are provided to the Company and/or any Group Company pursuant to a consultancy agreement between the Company and/or any Group Company and the consultant (or a third party, as appropriate);

“**Continuing Shareholders**” has the meaning given in Article 15.7;

“**Controlling Interest**” in relation to a person means the ownership by that person or persons carrying the right to more than 50 per cent of the total number of votes which may be cast on a poll at a general meeting of the Company;

“**Credited as Paid Up**” means all amounts including both the nominal value and any share premium paid up or credited as paid up on a Share;

“**CTA 2010**” means the United Kingdom Corporation Tax Act 2010;

“**Deemed Transfer Notice**” has the meaning given in Article 18.2;

**“Directors”** means the Company’s directors from time to time;

**“Drag Along Notice”** has the meaning given in Article 21.2;

**“Drag Along Option”** has the meaning given in Article 21.1;

**“Drag Completion Date”** has the meaning given in Article 21.7;

**“Drag Consideration”** has the meaning given in Article 21.2.3;

**“Drag Document”** has the meaning given in Article 21.7;

**“Drag Purchaser”** has the meaning given in Article 21.1;

**“Early Leaver”** means an Employee Member who is not a Bad Leaver and who ceases to be an Employee Member within three years of becoming a director of and/or an employee of and/or Consultant to any Group Company from time to time (as the case may be), except as a result of: (i) his death or permanent incapacity due to ill-health or physical or mental injury or disability (except where such ill-health or physical or mental injury or disability arises as a result of an abuse of drink or drugs) which is sufficiently serious to prevent him from carrying out all or a substantial portion of his normal duties (with or without reasonable adjustments), provided that if any dispute arises as to whether a permanent incapacity has arisen, the determination of an independent medical doctor appointed by the Company shall be binding on the Company and the relevant Employee Member (save for fraud or manifest error); and (ii) his retirement at normal retirement age (as evidenced to the satisfaction of the Board);

**“Eligible Director”** means:

- (a) in relation to a decision at a Board meeting, a Director who is able to be counted as participating for quorum and voting purposes in the decision at the meeting; and
- (b) in relation to a Directors’ written resolution, a Director who would have been able to be counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a Board meeting;

**“Employee Member”** means a person who is a director of and/or an employee of and/or Consultant to any Group Company from time to time, provided that in any event and in all circumstances, if:

- (a) an Employee Member’s directorship, employment or engagement is transferred from one Group Company to another Group Company; or
- (b) if an Employee Member’s status as a director of and/or an employee of and/or Consultant to any Group Company is terminated or changed but after such termination or change such Employee Member continues as or becomes a director of and/or an employee of and/or Consultant to any Group Company,

such transfer, termination or change of status shall not result in an Employee Member ceasing to be an Employee Member for the purpose of these Articles;

**“Employee Trust”** means a trust whose beneficiaries are the bona fide employees of the Company or any of its subsidiaries;

**“Entitled Shareholders”** has the meaning given in Article 44.1.2;

**“Equity Shareholder”** means a holder of any Equity Shares;

**“Equity Shares”** means the issued Ordinary Shares at any time, and all shares derived from them (and any of them) whether by conversion, consolidation or sub-division or by way of rights or bonus issue or otherwise in issue;

**“Excess Relevant Securities”** has the meaning given to it in Article 10.3.3(a);

**“Exit”** means any of: (i) a return of capital on liquidation, dissolution or winding up of the Company (other than for the purposes of reconstruction); or (ii) an IPO; or (iii) a Share Sale; or (iv) an Asset Sale;

**“Fair Market Value”** means the fair market value of the Company as determined in accordance with Article 16;

**“Family Trust”** means, as regards any particular Shareholder who is an individual (or deceased or former Shareholder who is an individual), any trust (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 particular Shareholder and/or any of the Privileged Relations of that Shareholder (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 any such person or any voting or other rights attaching thereto are exercisable by or as directed by any 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);

**“Finally Determined”** means a judgment, order, assessment, award or certificate made or issued by a court or an employment tribunal of competent jurisdiction and in respect of which either no right of appeal lies or the time allowed for appeals has elapsed, ignoring any extensions of time which any such court or tribunal may be empowered to grant;

**“FSMA”** means the United Kingdom Financial Services and Markets Act 2000;

**“fully paid in relation to a Share”** means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

**“Good Leaver”** means an Employee Member who ceases to an Employee Member in circumstances where he is not a Bad Leaver or an Early Leaver;

**“Group”** means the Company, any subsidiary or Subsidiary Undertaking of the Company, any holding company or Parent Undertaking of the Company and any subsidiary or Subsidiary Undertaking of such holding company or Parent Undertaking and references to a **Group Company** shall be construed accordingly;

**“holder in relation to any Share”** means the person whose name is entered in the register of members as the holder of that Share;

**“Holding Company”** means a newly formed holding company, pursuant to which the membership, pro-rata shareholdings and classes of shares comprised in such holding company matches those of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company;

**“Independent Expert”** has the meaning given in Article 17.1;

**“Insolvency Event”** means in relation to any company:

- (a) the existence of circumstances by which it declares itself to be insolvent or unable to pay its debts as they fall due; or
- (b) the cessation or suspension of the payment of all or a particular class of its creditors, or a threat by the relevant company to do so; or
- (c) the taking of any formal or informal steps with a view to the deferral, rescheduling or other adjustment of all or a particular class of its creditors, or the taking of any formal steps to make a general assignment or arrangement or composition with or for the benefit of the relevant creditors; or
- (d) any form of liquidation, receivership, administrative receivership, administration, arrangement or scheme with creditors, moratorium, stay or limitation of creditors' rights, interim or provisional supervision by the court or by persons appointed by the court (or any equivalent or similar procedure under the laws of any jurisdiction in which the relevant undertaking or person is incorporated, registered, domiciled or resident or carries on business or has assets) being commenced or otherwise in place or under way in relation to it, whether in or out of court, excluding any proceedings which are

frivolous or vexatious and/or discharged, stayed (and not lifted or resumed) or dismissed; or

- (e) any distress, execution or other process being levied against any of its assets which has not been satisfied in full;

**“Interest”** has the meaning given in Article 2.2.6(a);

**“Interested Director”** has the meaning given in Article 35.4;

**“IPO”** means 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 on the Official List of the United Kingdom Listing Authority or on the AIM Market operated by the London Stock Exchange Plc or any other Recognised Investment Exchange, including the SGX Mainboard or the SGX Catalyst;

**“Judgment”** means any judgment, order, decree, award, demand, ruling, injunction or decision from any Authority;

**“Lien Enforcement Notice”** has the meaning given in Article 40.3.1;

**“Member of the same Group”** means 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 15.2.4;

**“New Shareholder”** has the meaning given in Article 21.12;

**“Offer Period”** has the meaning given in Article 15.7;

**“ordinary resolution”** means a resolution passed by a simple majority. A resolution is passed by a simple majority if it is passed by Members representing in excess of half of the total votes of Members entitled to vote on the resolution;

**“Ordinary Share”** means an ordinary share of £0.01 in the capital of the Company;

**“Ordinary Shareholder”** means a holder of any Ordinary Shares;

**“Original Shareholders”** has the meaning given to it in Article 14.1.1;

**“participate, in relation to a Board meeting,”** has the meaning given in Article 30.6;

**“Permitted Transfer”** means any transfer of Shares pursuant to Article 13;

**“Permitted Transferee”** means any transferee of Shares pursuant to a Permitted Transfer, and

**“Permitted Transferees”** shall have the corresponding meaning;

**“Primary Holder”** has the meaning given to it in Article 36.8;

**“Privileged Relations”** means, in relation to a Shareholder who is an individual (or a deceased or former Shareholder who is an individual), spouse, civil partner, child or grandchild (including step or adopted or illegitimate child and their issue);

**“Proceeds”** means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to the Shareholders in respect of an Exit, provided that in the event of any dispute as to the consideration received or receivable or to the value attributable to any non-cash consideration the matter shall be referred for determination by the Independent Expert in accordance with Article 17;

**“Proposed Buyer”** has the meaning given in Article 20.2;

**“Proposed Purchaser”** means a *bona fide* third party purchaser who at the relevant time has made a *bona fide* offer on arm's length terms;

**“Proposed Sale Notice”** has the meaning given in Article 20.2;

**“Proposed Tag Sale”** has the meaning given in Article 20.1;



**“Purchaser”** has the meaning given in Article 18.8;

**“Qualifying Company”** means a company in which one or more Shareholders together with their Privileged Relations hold the entire issued share capital and over which that or those Shareholders exercise control (within the meaning of section 1124 of the CTA 2010);

**“Qualifying Person”** has the meaning given in section 318(3) of the Act;

**“Recipient”** has the meaning given in Article 38.1;

**“Recipient Group Companies”** has the meaning given in Article 38.1;

**“Recognised Investment Exchange”** means a recognised investment exchange (as that term is defined in FSMA);

**“Relevant Interest”** has the meaning given in Article 35.4;

**“Relevant Member”** has the meaning given in Article 18.2;

**“Relevant Rate”** has the meaning given in Article 41.10.2;

**“Relevant Securities”** means Shares or rights to subscribe for, or to convert securities into, Shares;

**“resolution of directors”** means:

- (a) a resolution passed at a meeting of Directors by the affirmative vote of in excess of half of the Directors present at the meeting who were present and entitled to vote on the resolution (including for the avoidance of doubt, the Chairman’s casting vote if exercised); or
- (b) a resolution passed and consented to in writing by the Directors representing in excess of half of the total votes of Directors entitled to vote on the resolution and without the need for any notice;

**“Restrictive Covenant Breach”** means, in relation to a Shareholder, any breach of any restrictive covenants applicable to him in any shareholders’ agreement, his employment contract, related service agreement or consultancy agreement;

**“Retained Securities”** has the meaning given in Article 19.1;

**“Sale Agreement”** has the meaning given in Article 21.2.5;

**“Sale Price”** has the meaning given in Article 18.6;

**“Sale Shares”** has the meaning given in Article 18.2;

**“Seller”** has the meaning given in Article 15.2;

**“Sellers’ Shares”** has the meaning given in Article 21.1;

**“Selling Shareholders”** has the meaning given in Article 21.2;

**“Share”** means a share in the capital of the Company;

**“Shareholder Consent”** means consent given:

- (a) at a general meeting of the Company by Shareholders (present either in person or by proxy) holding at least 65% of the votes entitled to be cast by all of the Shareholders at the meeting; or
- (b) in writing by Shareholders holding at least 65% of the votes entitled to be cast by all of the Shareholders;

**“Shareholder or Member”** means a person who is the holder of a Share;

**“shareholders’ agreement”** means any shareholders’ agreement in respect of the Company entered into among the Company and its shareholders which is valid and existing from time to time (as may be amended or restated from time to time in accordance with its terms);

**“Share Sale”** means a transfer or series of transfers of any Interest which results in a person acquiring a Controlling Interest in the Company, except where following completion of the transfer the Shareholders and the proportion of shares held by each of them are the same as the Shareholders and the proportion of shares held by each of them in the Company immediately prior to the sale, transfer or other disposition;

**“special resolution”** means a resolution passed by a majority of not less than 65% of the Members of the Company as specified under section 283 of the Act;

**“Subsidiary Undertaking and Parent Undertaking”** have the respective meanings set out in sections 1159 and 1162 of the Act;

**“Tag Along Shareholders”** has the meaning given in Article 20.2;

**“Tag Offer”** has the meaning given in Article 20.3;

**“Tag Offer Period”** has the meaning given to it in Article 20.2;

**“Tag Sellers”** means any person proposing to transfer any Shares;

**“Tag Transfer”** has the meaning given in Article 20.1;

**“Transfer Event”** has the meaning given in Article 18.1;

**“Transfer Notice”** has the meaning given in Article 15.2;

**“Transfer Price”** has the meaning given in Article 15.2;

**“Transfer Shares”** has the meaning given in Article 15.2.1;

**“Transmittee”** means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;

**“Treasury Shares”** means 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;

**“University”** means The University of Sheffield, incorporated by Royal Charter, company registration number RC000667, with its address at Western Bank, Sheffield S10 2TN;

**“UoS Group”** means in relation to the University:

- (a) any subsidiary or holding company (such phrases having the meanings set out in section 1159 of the Act) from time to time of the University, and any subsidiary from time to time of a holding company of the University;
- (b) a unit trust, partnership, other unincorporated association or fund (whether a body corporate or otherwise) controlled directly or indirectly by the University;
- (c) a nominee or trustee (whether directly or indirectly) of a registered pension scheme (as defined in Section 150 of the Finance Act 2004); or
- (d) Northern Gritstone Limited, a company incorporated in England and Wales under the Companies Acts with company number 12982592 and having its registered office at 1 Park Row, Leeds, United Kingdom, LS1 5AB (“NGL”);

**“Vendor”** has the meaning given in Article 18.2; and

**“writing and written”** mean 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.

2.2 In these Articles (unless the context requires otherwise):

2.2.1 any words or expressions defined in the Act shall have the same meaning in these Articles unless otherwise required by the context or unless otherwise defined these Articles;

2.2.2 “including”, “to include” or “includes” or any similar expression means including, to include or includes without limitation;

- 2.2.3 the day on which a notice is given is to the day on which the notice is actually received or deemed received;
- 2.2.4 law or laws includes all applicable:
- (a) laws (whether civil, criminal or administrative), common laws, environmental laws or civil codes, statutes, subordinate legislation, treaties, regulations, directives and bye-laws in any jurisdiction, in each case for the time being in force (whether before, on or after the Commencement Date); and
  - (b) binding Judgments;
- 2.2.5 references to persons includes individuals, bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);
- 2.2.6 a **transfer** of Shares or any similar expression shall be deemed to include any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment, issue or transfer of Shares that a Share be allotted, issued or transferred to some person other than himself and any reference to a **transfer** of Shares or any similar expression shall also be deemed to include:
- (a) any sale, transfer or other disposition of the legal or equitable interest in a Share (including any voting right attached to a Share) ("**Interest**");
  - (b) the creation or granting of any mortgage, charge, pledge or other encumbrance or security interest over any Interest; and
  - (c) any grant of an option to acquire any Interest,
- whether effected by a Shareholder or otherwise, whether for consideration or otherwise and whether effected by an instrument in writing or otherwise;
- 2.2.7 an "**Article**" is a reference to a clause of the Articles; and
- 2.2.8 the singular includes the plural and vice versa and the masculine gender shall include the feminine and the neuter.
- 2.3 Headings are inserted for convenience only and shall be disregarded in the construction of or the interpretation of these Articles.
3. **LIABILITY OF MEMBERS**
- 3.1 The liability of the members of the Company is limited to the amount, if any, unpaid on the Shares held by them.
4. **SHARE RIGHTS**
- 4.1 The rights and restrictions attaching to the Ordinary Shares are set out in full in these Articles.
5. **DIVIDENDS**
- 5.1 The Ordinary Shares shall rank equally for any dividends or other distributions which the Directors may lawfully determine to distribute in respect of any financial year.
6. **CAPITAL**
- 6.1 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 distributed (to the extent that the Company is lawfully permitted to do so) on a *pari passu* basis among the Ordinary Shareholders pro rata based on such holders' respective holdings of Ordinary Shares.
- 6.2 On an Exit, the Proceeds shall be distributed in the order of priority and strictly in accordance with the terms expressly set out in Article 6.1.

- 6.3 Immediately prior to, and conditional on, an IPO, shareholders shall, if necessary, undertake such actions (including enter into such reorganisation of the share capital of the Company or any holding company of the Company) as they may agree or, in default of such agreement, as the holders of a majority of the Equity Shares may reasonably specify, to ensure that the Proceeds are distributed in accordance with Article 6.2.

**7. VOTING**

- 7.1 The voting rights of Shareholders as stated in the Act are subject to this Article 7 and Articles 18.4 and 19.1.
- 7.2 Subject to these Articles and any shareholders' agreement entered into by the Shareholders from time to time, each Ordinary Shareholder shall be entitled to receive notice of, and to attend, speak and vote at, general meetings of the Company and to vote on any written resolution of the Shareholders.
- 7.3 Upon any resolution proposed at a general meeting of the Company on a show of hands and on a poll every Ordinary Shareholder who is present in person or by proxy shall have one vote in respect of each Ordinary Share registered in his name and on a vote on a written resolution of the Shareholders every Ordinary Shareholder shall have one vote in respect of each Ordinary Share registered in his name.

**8. VARIATION OF SHARE RIGHTS**

- 8.1 Subject to these Articles and any shareholders' agreement, the rights attached to the Equity Shares may be altered or abrogated (whether or not the Company is being wound up) only with the prior consent of the holders of the Shares of that class given in accordance with Article 8.2.
- 8.2 Subject to Article 18.4, the consent of the holders of a class of Shares may be given by:
- 8.2.1 a special resolution passed at a separate general meeting of the holders of that class approved by or on behalf of the holders of not less than 75 per cent of the issued Shares of that class; or
- 8.2.2 a written resolution in any form signed by or on behalf of the holders of not less than 75 per cent of the issued Shares of that class.

**9. POWER TO ISSUE SHARES**

- 9.1 Subject to these Articles and any shareholders' agreement, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as shall be set out in the Articles.

**10. ISSUE AND ALLOTMENT OF NEW SHARES: PRE-EMPTION**

- 10.1 Save to the extent authorised from time to time by ordinary resolution and subject to the provisions of this Article 10, the Directors must not exercise any power of the Company to allot Shares or to grant rights to subscribe for, or to convert any security into, Shares.
- 10.2 Unless the Company has obtained Shareholder Consent, any new Relevant Securities which the Company proposes to allot shall be offered by the Board for subscription to the Equity Shareholders in such proportions as is equal (as nearly as possible) to the proportion of Equity Shares held by them respectively at that time.
- 10.3 An offer pursuant to Article 10.2 shall be made as follows:
- 10.3.1 the new Relevant Securities shall be offered for subscription in cash and on the same terms to each Equity Shareholder, in proportion to the number of issued Equity Shares held by such Equity Shareholder as at the close of business on the date prior to such offer on the basis that an Equity Shareholder may take up all, or part, or none of the Relevant Securities offered to him;
- 10.3.2 each offer pursuant to Article 10.3.1 shall be made by notice in writing (the "Notice") specifying the number of Relevant Securities which the Equity Shareholder is offered

and a time limit (being not less than 10 Business Days from the date of the Notice) within which if the offer is not accepted in writing it will automatically be deemed to be declined;

- 10.3.3 any Equity Shareholder who accepts the offer shall confirm in his acceptance either:
  - (a) that he is willing to accept, on the same terms, additional Relevant Securities (specifying a maximum number) that have not been accepted by other Equity Shareholder ("**Excess Relevant Securities**"); or
  - (b) that he is not willing to accept any Excess Relevant Securities;
- 10.3.4 if an Equity Shareholder who accepts the offer fails to make a confirmation in the terms of Article 10.3.3(a) or Article 10.3.3(b) he shall be deemed to have made a confirmation in terms of Article 10.3.3(b);
- 10.3.5 at the end of the period referred to in Article 10.3.2, the Company shall (subject to the payment of the appropriate subscription price) allot and issue to each Equity Shareholder who applied to subscribe for Relevant Securities a number of Relevant Securities equal to the lower of the number of Relevant Securities that Equity Shareholder applied for and the number of Relevant Securities offered to that Equity Shareholder in the offer;
- 10.3.6 if, following all allotments and issues described in Article 10.3.5, there remain any Relevant Securities that have not been allotted and issued to Shareholders, the Company shall (subject to the payment of the appropriate subscription price) allot and issue those remaining Relevant Securities to those Equity Shareholders who applied for Excess Relevant Securities on a basis pro rata to the number of Equity Shares held by those Equity Shareholders immediately before the offer was made (as nearly as may be without involving fractions or increasing the number allotted to any Equity Shareholder beyond that applied for by that Shareholder); and
- 10.3.7 if, following all allotments and issues (if any) described in Articles 10.3.5 and 10.3.6, there remain any Relevant Securities that have not been allotted and issued to Equity Shareholders, the Company may offer those Relevant Securities to any other person that the Directors may determine at the same price and on the same terms as the offer to Equity Shareholders.
- 10.4 The provisions of Articles 10.1 to 10.3 shall not apply to:
  - 10.4.1 the issue of options to subscribe for Ordinary Shares to Employee Members in respect of which the Board has agreed;
  - 10.4.2 the issue of Relevant Securities or options for Relevant Securities in consideration of the acquisition by the Company of any company or business such acquisition and consideration, in each case having received the consent of the Board; or
  - 10.4.3 the issue of Relevant Securities to investors who have entered into convertible loan agreements with the Company on or prior to the Commencement Date.
- 10.5 The pre-emptive rights under Sections 561(1) and 562(1) to (5) (inclusive) of the Act shall not apply to the Company's allotment of equity securities.
- 10.6 If, due to any inequality between the number of new Relevant Securities to be issued and the number of Shares held by Equity Shareholders entitled to have the offer of new Relevant Securities made to them, any difficulty arises in the apportionment of any such new Relevant Securities amongst the Shareholders, such difficulties shall be resolved as determined by the Board.
- 10.7 Unless otherwise approved by the Board, the Company shall issue Relevant Securities under this Article 10 to Equity Shareholders in the same class of Share as such Equity Shareholder held at the date of the relevant Notice.
- 10.8 Any new Relevant Securities offered under this Article 10 to the University may be accepted in full or in part by any member of the UoS Group in accordance with the terms of this Article 10.

**11. GENERAL PROHIBITIONS ON SHARE TRANSFERS**

- 11.1 The Directors shall not register any transfer of Shares to any person who does not have legal capacity to hold and/or transfer such Shares without let, hindrance or court order or otherwise to comply fully with the provisions of these Articles.

**12. PROHIBITION UNLESS IN ACCORDANCE WITH THE ARTICLES**

- 12.1 The Directors shall not register a transfer of Shares unless:

- 12.1.1 the transfer is permitted by these Articles;
- 12.1.2 the Shares are fully paid;
- 12.1.3 the instrument of transfer is duly stamped (or it is duly certified or otherwise shown to the reasonable satisfaction of the Board to be exempt from stamp duty);
- 12.1.4 the transfer is lodged at the registered office of the Company or such other place as the Directors may nominate; and
- 12.1.5 the transfer is 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.

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.

- 12.2 For the purpose of ensuring that:

- 12.2.1 a transfer of Shares is permitted under these Articles;
- 12.2.2 no circumstances have arisen whereby a Deemed Transfer Notice is required to be or ought to have been given; or
- 12.2.3 no circumstances have arisen whereby the provisions of Article 20 (*Tag Along Rights*) are required to be or ought to have been complied with,

the Board may require any Shareholder to procure that any person whom the Board reasonably believes to have information and evidence relevant to such purpose, provides the Company with such information and evidence as the Board thinks fit (including the names and addresses of all persons respectively having an Interest in the Shares from time to time registered in the relevant Shareholder's name) regarding any matter which they deem relevant for the purpose. Pending the provision of such information the Board shall be entitled to refuse to register any relevant transfer.

- 12.3 Any transfer of Shares made in breach of these Articles shall be void.

**13. PERMITTED TRANSFERS**

- 13.1 Where any Shares are the subject of a Deemed Transfer Notice, no transfers of any such Shares shall be permitted pursuant to this Article 13 other than with Shareholder Consent.

- 13.2 Notwithstanding any other provisions of these Articles but subject to Article 13.1:

- 13.2.1 the Board shall register any transfer of Shares made pursuant to the terms of Article 21;
- 13.2.2 in the case of Shares held by an Employee Trust, such Employee Trust shall be entitled to transfer any or all Shares so held to any beneficiary of that trust or to any replacement trustee or trustees or into the joint names of the existing and any new or additional trustees;
- 13.2.3 any Shareholder who is an individual, shall be entitled to transfer any or all of his Shares to an Employee Trust, any of his Privileged Relations, any of his Qualifying Companies or the trustee(s) of a Family Trust;

- 13.2.4 any Shareholder shall be entitled to transfer any or all Shares registered in his name without the provisions of Article 15 applying if approved by the Board with Shareholder Consent;
  - 13.2.5 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 (wheresoever incorporated) and that sale has been approved by the Board; and
  - 13.2.6 the University shall be entitled to transfer any or all of its Shares to any member of the UoS Group or to any entity or fund established wholly or partly by the University.
14. **FURTHER TRANSFERS BY A PERMITTED TRANSFeree**
- 14.1 Where Shares have been transferred under Article 13.2.3:
- 14.1.1 the transferee(s) may, in any event, transfer the shares back to the original shareholder from whom they received the Shares in accordance with Article 13.2.3 (the “**Original Shareholder**”);
  - 14.1.2 in the case of a transfer to a Privileged Relation, the transferee (or the transmittee(s) of any such person), shall within ten (10) Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of death, divorce or otherwise) transfer such Shares back to the Original Shareholder or to such other person if any (designated by that Original Shareholder) to whom such Original Shareholder, if he still held such Shares, would have been able to transfer them under Article 13 without restriction as to price or otherwise;
  - 14.1.3 in the case of a transfer to a Family Trust, whose trustees hold Shares in the Company, which ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and shall transfer such Shares back to the Original Shareholder or to such other person if any (designated by that individual) to whom the Original Shareholder, if it still held such Shares, would have been able to transfer them under Article 13 without restriction as to price or otherwise;
  - 14.1.4 in the case of a transfer to a Qualifying Company, if the Qualifying Company ceases to be a Qualifying Company of the Original Shareholder, it shall without delay transfer such Shares to the Original Shareholder or to such other person if any (designated by that individual) to whom the Original Shareholder, if he still held such Shares, would have been able to transfer them under Article 13 without restriction as to price or otherwise; and
  - 14.1.5 in the case of a transfer to a member of the UoS Group, if such member of the UoS Group ceases to be a member of the UoS Group (save if the transferee is Northern Gritstone Ltd), the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the shares held by it to the University or a member of the UoS Group (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those shares.
- 14.2 If a Shareholder fails or refuses to execute and deliver any instrument of transfer in respect of any relevant Shares pursuant to his obligations under this Article 14, the Board may irrevocably appoint any person with full power and authority to execute and complete the necessary instrument(s) of transfer on the defaulting Shareholder’s behalf and the Board shall authorise the registration of the transfer(s) and of the transferee as the holder of the relevant Shares, once appropriate stamp duty (if any) has been paid. After registration, the title of the transferee as registered holder of the relevant Shares shall not be affected by any irregularity in, or invalidity of, such proceedings, which shall not be questioned by any person.

15. **TRANSFER OF SHARES: PRE-EMPTION**

15.1 Save where (i) the provisions of Articles 13, 14, 20 and 21 apply; or (ii) the Company has obtained Shareholder Consent, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 15.

15.2 A Shareholder (of whatever class) who wishes to transfer Shares (a “**Seller**”) shall, except as otherwise provided in these Articles, before transferring or unconditionally agreeing to transfer any Shares give notice in writing (a “**Transfer Notice**”) to the Company specifying:

15.2.1 the number of Shares which he wishes to transfer (the “**Transfer Shares**”);

15.2.2 if he wishes to sell the Transfer Shares to a third party, the name of the proposed transferee;

15.2.3 the price at which he wishes to transfer the Transfer Shares; and

15.2.4 whether the Transfer Notice is conditional on all, or a specific number of the Transfer Shares being sold to Shareholders (a “**Minimum Transfer Condition**”).

15.3 If no cash price is specified by the Seller, the price at which the Transfer Shares are to be transferred (the “**Transfer Price**”) must be agreed between the Seller and the Board. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Market Value of the Transfer Shares if no price is agreed within ten (10) Business Days of the Company receiving the Transfer Notice.

15.4 Except with the consent of the Board or as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

15.5 A Transfer Notice constitutes the Company as the agent of the Seller for the sale of the Transfer Shares at the Transfer Price.

15.6 As soon as practicable following the later of:

15.6.1 receipt of a Transfer Notice; and

15.6.2 in the case where the Transfer Price has not been specified in accordance with Article 15.2.3, the agreement or the determination of the Transfer Price under either Articles 15.3 and/or 16 (as applicable),

the Board shall consider whether it would be in the best interests of the Company to acquire some or all of the Transfer Shares (provided that the Company can lawfully do so pursuant to the Act). If the Board resolves that the Company is to acquire some or all of the Transfer Shares, such acquisition will occur no later than fifteen (15) Business Days from the date of the Transfer Notice. If the Board resolves that the Company should not acquire some or all of the Transfer Shares, then the Board shall offer the Transfer Shares for sale to the Shareholders on a pro rata basis. Each offer must be in writing and give details of the number and Transfer Price of the Transfer Shares offered.

15.7 The Board shall offer the Transfer Shares 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 ten (10) Business Days after the offer (inclusive) (the “**Offer Period**”) for the maximum number of Transfer Shares they wish to buy.

15.8 If the Transfer Shares are subject to a Minimum Transfer Condition then any allocation made under Article 15.7 will be conditional on the fulfilment of the Minimum Transfer Condition.

15.9 If, at the end of the Offer Period, the number of Transfer Shares applied for is equal to or exceeds the number of Transfer Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Transfer 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 Transfer Shares which procedure shall be repeated until all



- Transfer Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Transfer Shares which he has stated he is willing to buy.
- 15.10 If, at the end of the Offer Period, the number of Transfer Shares applied for is less than the number of Transfer Shares, the Board shall allocate the Transfer Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 15.15.
- 15.11 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 Transfer Shares have been conditionally allocated under Article 15.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- 15.12 If:
- 15.12.1 the Transfer Notice does not include a Minimum Transfer Condition; or
- 15.12.2 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 Transfer Shares,
- the Board shall, when no further offers are required to be made under Article 15.7, give written notice of allocation (an “**Allocation Notice**”) to the Seller and each Shareholder to whom Transfer Shares have been allocated (an “**Applicant**”) specifying the number of Transfer Shares allocated to each Applicant and the place and time (being not less than ten (10) Business Days nor more than twenty (20) Business Days after the date of the Allocation Notice) for completion of the transfer of the Transfer Shares.
- 15.13 Upon service of an Allocation Notice and/or a notice confirming that the Company or an Employee Trust proposes to acquire all or some of the Transfer Shares, the Seller must, against payment of the Transfer Price, transfer the Transfer Shares in accordance with the requirements specified in it.
- 15.14 If the Seller fails to comply with the provisions of Article 15.13:
- 15.14.1 the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Transfer Shares to the Applicants and/or the Company;
- (b) receive the Transfer Price and give a good discharge for it; and
- (c) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Transfer Shares purchased by them; and
- 15.14.2 on a no liability basis, 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 Transfer Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- 15.15 If an Allocation Notice does not relate to all the Transfer Shares then, subject to Article 15.16, the Seller may, within four weeks after service of the Allocation Notice, transfer the unallocated Transfer Shares to any person at a price at least equal to the Transfer Price.
- 15.16 The right of the Seller to transfer Shares under Article 15.15 does not apply if the Board is of the opinion on reasonable grounds that:
- (a) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an associate of a competitor with) the business of the Group and that it would not be in the best interests of the Company for it to be partially owned by such competitor (or an associate of such competitor);

- (b) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion has the intention of (i) selling off material assets of the Group Company; or (ii) winding-up the Company or any material Subsidiary Undertaking of the Company;
  - (c) the sale of the Transfer Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
  - (d) 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.
- 15.17 Unless otherwise agreed by the Board, all Transfer Shares transferred to each Applicant shall automatically convert into the same class of Share as such Applicant held at the date of the Allocation Notice.
- 15.18 Any Transfer Shares offered under this Article 15 to the University may be accepted in full or in part by any member of the UoS Group in accordance with the terms of this Article 15.
- 16. **DETERMINATION OF FAIR MARKET VALUE**
- 16.1 The Fair Market Value of any Shares for the purposes of these Articles shall be determined by the Independent Expert in accordance with the provisions set out below.
- 16.2 The Fair Market Value of any Shares will be determined by the Independent Expert first valuing the Company as a whole:
  - 16.2.1 assuming, if the Company is then carrying on business as a going concern, that it will continue to do so;
  - 16.2.2 assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion;
  - 16.2.3 taking account of any Shares which may be allotted pursuant to options and/or warrants which have been issued by the Company and which are still outstanding and are capable of being exercised;
  - 16.2.4 taking account of any *bona fide* offer for the Company received from an unconnected third party within six months prior to the Transfer Notice or Deemed Transfer Notice being served or deemed to have been served;
  - 16.2.5 without taking into account any premium or discount by reference to the percentage of the shares being sold or transferred; and
  - 16.2.6 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 16.3 If any difficulty arises in applying any of the assumptions set out in Article 16.2, the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 17. **INDEPENDENT EXPERT**
- 17.1 Any matter to be referred for expert determination in accordance with these Articles shall be referred to the Company's accountant at the time or, if they decline to act or are unable to act, to an independent and reputable accountant or valuer or firm of accountants or valuers (the "**Independent Expert**") appointed by the Board and for this purpose:
  - 17.1.1 the Independent Expert shall be instructed to notify the Board of its determination of any such matter within twenty (20) Business Days of that referral;
  - 17.1.2 the transferring Shareholder and the Board shall be entitled to make written submissions to the Independent Expert but, subject to those rights, the Independent Expert shall have power to determine the procedure to be followed in relation to the determination of any matter;

- 17.1.3 in making any such submissions the transferring Shareholder and the Company shall state their respective best estimates of any monetary amounts referred for determination;
- 17.1.4 the Company shall provide the Independent Expert with access at all reasonable times to all relevant personnel, information and records for the purpose of determining the matter in question;
- 17.1.5 in making any determination the Independent Expert shall act as an expert and not as an arbitrator and his decision as to any matter referred to him for determination shall in the absence of manifest error be final and binding in all respects on the parties and shall not be subject to question on any ground whatsoever; and
- 17.1.6 the fees and expenses of the Independent Expert shall be borne and paid as determined by the Independent Expert.

## 18. **COMPULSORY TRANSFER**

18.1 In this Article 18, a **Transfer Event** occurs, in relation to a Shareholder:

- 18.1.1 if that Shareholder, or as the case may be, Original Shareholder, being an individual:
  - (a) has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction or is subject to or enters into any similar insolvency related procedure; or
  - (b) dies and his Shares remain registered in his name for longer than one year after the date of his death; or
- 18.1.2 if that Shareholder, being a company, suffers (other than as part of a bona fide restructuring or reorganisation) an Insolvency Event; or
- 18.1.3 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 (except for NGL), save that, in the case of a Permitted Transfer, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares, such event being deemed a Transfer Event in accordance with this Article; or
- 18.1.4 if that Shareholder, or as the case may be, Original Shareholder, is an Employee Member, and such Shareholder ceases to be an Employee Member (other than where contractually agreed with such Employee Member pursuant to an Exit); or
- 18.1.5 if that Shareholder, or as the case may be, Original Shareholder, commits a Restrictive Covenant Breach.

18.2 The Shareholder, or as the case may be, Original Shareholder in relation to whom a Transfer Event occurs (the **"Relevant Member"**) and any other Shareholder who has acquired Shares from him pursuant to a Permitted Transfer (directly or by means of a series of two or more Permitted Transfers) (together being the **"Vendors"**, and each being a **"Vendor"**) shall each be deemed to have immediately given a notice (a **"Deemed Transfer Notice"**) to the Company that he wishes to transfer all of his Shares (the **"Sale Shares"**).

18.3 Notwithstanding any other provision of these Articles, the Board may (acting with Shareholder Consent) cap the number of Shares held by the Vendor(s) that may be subject to a Deemed Transfer Notice.

18.4 Notwithstanding any other provision of these Articles, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any rights in respect of those Shares on and from the date of the relevant Deemed Transfer Notice (other than to transfer such Shares in accordance with the Deemed Transfer Notice).

18.5 Each Deemed Transfer Notice shall:

- 18.5.1 constitute the Company as the agent of the Vendor(s) for the sale of the Sale Shares on the terms of this Article 18;
- 18.5.2 be irrevocable; and

- 18.5.3 not be conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 18.
- 18.6 The Sale Shares shall be sold together with all rights attaching to them as at the date of the Deemed Transfer Notice (including the right to any dividend declared or payable on those Shares after that date (if any)) and shall be offered for sale in accordance with this Article 18 at a price per Sale Share ("**Sale Price**") determined in accordance with Article 18.7 (if applicable) or, otherwise, as agreed between the Vendor(s) and the Board or, failing such agreement within twenty (20) Business Days of the date of the Deemed Transfer Notice, the Fair Market Value of each Sale Share (as at the date of the Deemed Transfer Notice).
- 18.7 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 18.1.4 or 18.1.5 shall:
- 18.7.1 if the Relevant Member is a Good Leaver, be their Fair Market Value (as at the date of the Deemed Transfer Notice);
- 18.7.2 if the Relevant Member is an Early Leaver in circumstances where they have resigned within 12 months of the date upon which they became a director of and/or an employee of and/or Consultant to any Group Company from time to time (as the case may be), be the lower of (i) Fair Market Value; and (ii) the aggregate nominal value of the Sale Shares;
- 18.7.3 if the Relevant Member is an Early Leaver in circumstances where they have resigned within 24 months (but not less than 12 months) of the date upon which they became a director of and/or an employee of and/or Consultant to any Group Company from time to time (as the case may be), be (a) in respect of 50% of the Sale Shares, the lower of (i) Fair Market Value and (ii) the aggregate nominal value of the Sale Shares, and (b) in respect of the remaining 50% of the Sale Shares, the Fair Market Value;
- 18.7.4 if the Relevant Member is an Early Leaver in circumstances where either (a) they have resigned within 36 months (but not less than 24 months) of the date upon which they became a director of and/or an employee of and/or Consultant to any Group Company from time to time (as the case may be), be (a) in respect of 25% of the Sale Shares, the lower of (i) Fair Market Value and (ii) the aggregate nominal value of the Sale Shares, and (b) in respect of the remaining 75% of the Sale Shares, the Fair Market Value; or
- 18.7.5 if the Relevant Member is a Bad Leaver, be the lower of (i) Fair Market Value; and (ii) the aggregate nominal value of the Sale Shares.
- 18.8 Within the period of ten (10) Business Days following the date of agreement or determination of the Sale Price pursuant to Articles 18.6 and/or 18.7, the Board (in its capacity as agent of the Vendor) shall offer in writing all or any of the relevant Sale Shares at the Sale Price (or such other price as agreed by the Board) in the following order of priority:
- 18.8.1 to all Shareholders in such proportions as equal (as nearly as possible) to the proportion of Equity Shares held by them if any, respectively at that time;
- 18.8.2 to any person who will hold the Sale Shares for the benefit of existing or future employees of the Group including (without limitation) an Employee Trust of any Group Company or any professional trustee, in any case to hold the Sale Shares upon the terms of a discretionary trust for the benefit of the class of beneficiaries which includes (without limitation) employees and directors of any Group Company; and/ or
- 18.8.3 to any person(s) approved by the Board (other than the relevant Vendor(s)); and/or
- 18.8.4 to the Company (subject always to the provisions of the Act),
- (in each case being a "**Purchaser**").
- 18.9 If any Sale Shares remain unallocated, the Company shall notify the Vendor in writing of that fact. The Vendor shall be entitled to retain any Sale Shares for which a Purchaser is not found within 12 months of the date of the Deemed Transfer Notice.

- 18.10 Completion of a sale and purchase of Sale Shares in accordance with this Article 18 shall take place at the registered office of the Company at the time specified by the Company when the Vendor shall, upon payment to him of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the corresponding share certificate(s) (or an indemnity in a form reasonably satisfactory to the Board for any lost share certificate) to that Purchaser.
- 18.11 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required to do so pursuant to this Article 18:
- 18.11.1 the Board may authorise any Director or other person (who shall be deemed to be irrevocably appointed as the Vendor's agent and authorised for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf;
  - 18.11.2 the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
  - 18.11.3 the Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
  - 18.11.4 the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and
  - 18.11.5 after the name of the Purchaser has been entered in the register of members in accordance with of the power conferred by this Article 18.11, the validity of the transfer shall not be challenged by any person.
- 18.12 Unless otherwise agreed by the Board, all Sale Shares transferred to an existing Shareholder shall automatically convert into the same class of Shares held by the Shareholder at the time of the Deemed Transfer Notice.

## 19. RIGHTS IN RESPECT OF RETAINED SECURITIES

- 19.1 Notwithstanding any other provision herein contained, if a Shareholder referred to in Article 18 (or the Transmitttee(s) of a deceased or bankrupt Shareholder) retains Shares ("**Retained Securities**") following the exhaustion of the procedures set out in Article 18, such Retained Securities will have all the rights of and shall rank *pari passu* with the other Shares of the relevant class save that:
- 19.1.1 they shall be deemed to be voted (whether on a poll or on a show of hands at any general meeting of the Company or at any separate meeting of the holders of any class of Shares or on a written resolution of the Shareholders or of a class of Shareholders) as the Board shall direct; and
  - 19.1.2 the holders of such Retained Securities shall be deemed to have granted any consent in respect of any matters to be consented to in respect of any such meeting or under these Articles or any shareholders' agreement entered into by the Shareholders from time to time, as directed by the Board,
- and the holders of such Retained Securities shall not otherwise be entitled to vote at any such meeting or to vote on any such written resolution.
- 19.2 The provisions of this Article 19 shall apply to the Retained Securities and to any subsequent holder of Retained Securities as if such person were the relevant Shareholder.

## 20. TAG ALONG RIGHTS

- 20.1 With the exception of transfers of Shares pursuant to Articles 13 and 14, if at any time one or more Tag Sellers propose to transfer, in one or a series of two or more related transactions, any Equity Shares to any person or persons (a "**Proposed Tag Sale**") where as a result of such proposed transfer of Equity Shares, the Tag Sellers would be selling a Controlling Interest in the Company (a "**Tag Transfer**"), the Tag Sellers shall not complete the proposed transfer unless they comply with the provisions of this Article 20.

- 20.2 In the case of a Tag Transfer, the Tag Sellers shall give written notice to Shareholders of the Proposed Tag Sale (each notice being a “**Proposed Sale Notice**”). The Proposed Sale Notice shall be sent to Shareholders (the “**Tag Along Shareholders**”) at least 10 Business Days prior to the Proposed Tag Sale (the “**Tag Offer Period**”). The Proposed Sale Notice shall set out if and, to the extent not described in any accompanying documents, the identity of the proposed buyer (the “**Proposed Buyer**”), the proposed purchase price and any other terms and conditions of payment, the proposed date of transfer and the number of Shares proposed to be acquired by the Proposed Buyer.
- 20.3 The Proposed Tag Sale may not be completed, the Tag Sellers will not be entitled to complete their sale and the Company shall not register any transfer intended to carry the Proposed Tag Sale into effect unless the Proposed Buyer has unconditionally offered in writing (the “**Tag Offer**”) to acquire (such acquisition to complete at the same time as the Proposed Tag Sale) all of the Equity Shares held by the Tag Along Shareholders on the same, or no less favourable, terms and conditions (including, without limitation, as to the form of consideration) for each Tag Along Shareholder as those offered to the Tag Sellers.
- 20.4 If the Tag Offer is accepted by any Shareholder (an “**Accepting Shareholder**”) within the Tag Offer Period, the completion of the Proposed Tag Sale will be conditional upon the completion of the purchase of all the Shares held by the Accepting Shareholders.
21. **DRAG ALONG RIGHTS**
- 21.1 If the holders of at least 75% of the Equity Shares (the “**Selling Shareholders**”) wish to transfer all of their interest in their 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.
- 21.2 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 within one Business Day 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:
- 21.2.1 the Called Shareholders are required to transfer all their Shares (the “**Called Shares**”) under this Article;
  - 21.2.2 the person to whom they are to be transferred;
  - 21.2.3 the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (the “**Drag Consideration**”);
  - 21.2.4 the proposed date of transfer, and
  - 21.2.5 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 paragraphs 21.2.2 to 21.2.4 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.
- 21.3 The Called Shareholders shall be obliged to sell their Called Shares at the Called Share Sale Price (as defined below). In the event of a disagreement as to the value of the Called Share Sale Price, the matter shall be referred to the Independent Expert whose decision shall be final and binding (in the absence of manifest error) and the cost of such expert shall be borne as he shall direct or, in default of such a direction, equally by the parties to the dispute or disagreement.
- 21.4 For the purposes of this Article 21 “**Called Share Sale Price**” means the amount that each Called Shareholder is to receive for each of their Shares, such amount to be equal to the aggregate of (i) the consideration to be paid by the Drag Purchaser to each of the Selling Shareholders for each of

their Shares (whether in cash, securities or otherwise or in any combination), and (ii) (if relevant) an amount equal to the relevant proportion of any other consideration received or receivable by the Selling Shareholders for each of their Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as additional consideration above the amount referred to in section (i) of this Article 21.4.

- 21.5 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.
- 21.6 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.
- 21.7 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:
- 21.7.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
  - 21.7.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
  - 21.7.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company (provided always that it does not contain obligations on the Called Shareholder that are more onerous than those set out in Article 21.6),
- (together the "**Drag Documents**").
- 21.8 On the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due if and to the extent the Drag Purchaser has paid, allotted or transferred such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. Following the Company's receipt of the Drag Consideration, but pending its payment or transfer to the Called Shareholder, the Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to earn or pay interest.
- 21.9 If the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred 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 21.9 in respect of their Shares.
- 21.10 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 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 such the Called Shareholder's Shares pursuant to this Article 21.10 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer such Called Shareholder's Shares on such Called Shareholder's behalf to the Drag Purchaser if the Drag Purchaser has, by the Drag Completion Date, paid, allotted or transferred 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 (if any is required) has been paid. Such 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.
- 21.11 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 14.
- 21.12 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.

- 21.13 The terms and conditions on which the Selling Shareholders require the Called Shareholders to sell their Shares pursuant to this Article 21 must be no less favourable than the terms and conditions on which the Selling Shareholders are selling their Shares to the Proposed Purchaser.

## **22. SHARE TRANSFERS**

- 22.1 Shares may be transferred by means of a written instrument of transfer in any usual form or any other form approved by the Board, which is executed by and on behalf of the transferor.
- 22.2 The instrument of transfer of a Share shall be sent to the Company for registration. The Company shall, on receipt of a written instrument of transfer, enter the name of the transferee of the Share in the register of members unless by resolution of Directors the Directors resolve to refuse or delay the registration of the transfer for reasons that shall be specified in the resolution.
- 22.3 The Directors of the Company may refuse or delay the registration of Shares if the transferor has failed to pay an amount in respect of those Shares.
- 22.4 The Company may retain any instrument of transfer which is registered, but if the Board refuse to register the transfer of a Share, 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.
- 22.5 The transferor remains the holder of a Share until the transferee’s name is entered in the register of members as holder of it.
- 22.6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.

## **23. TRANSMISSION OF SHARES**

- 23.1 If title to a Share passes to a Transmitttee, the Company may recognise the Transmitttee as having any title to that Share, but nothing in the Articles releases the estate of a deceased Shareholder from any liability in respect of a Share solely or jointly held by that Shareholder.
- 23.2 A Transmitttee who produces such evidence of entitlement to Shares as the Board may properly require:
- 23.2.1 may, subject to the other Articles, choose either to become the holder of those Shares or to have them transferred to another person; and
- 23.2.2 subject to the other Articles, and pending any transfer of the Shares to another person, has the same rights in respect of such Shares as the holder had.
- 23.3 Transmitttees do not have the right to attend or vote at a general meeting or at any separate meeting of the holders of any class of Shares, or to agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder’s death or bankruptcy or otherwise, unless they become the holders of those Shares.

## **24. EXERCISE OF TRANSMITTEES’ RIGHTS**

- 24.1 Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 24.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- 24.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.



**25. TRANSMITTEES BOUND BY PRIOR NOTICES**

- 25.1 If a notice, document or other information is served on or sent or supplied to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice, document or other information if it was served on or sent or supplied to the Shareholder before the Transmittree's name, or the name of any person nominated under Article 23.2.1, has been entered in the register of members.

**26. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

- 26.1 Except as required by law or expressly permitted under these Articles, no person is to be recognised by the Company as holding any Share upon any trust, and except as required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

**27. GENERAL MEETINGS**

- 27.1 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 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, 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.
- 27.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 27.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, 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.
- 27.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 27.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 27.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

**28. PROXIES**

- 28.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by the 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)".

- 28.2 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:
- 28.2.1 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;
  - 28.2.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
  - 28.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman 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.

29. **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.

30. **ALTERNATE DIRECTORS**

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

- 30.1.1 exercise that Director's powers; and
- 30.1.2 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.

- 30.2 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.

- 30.3 The notice must:

- 30.3.1 identify the proposed alternate; and
- 30.3.2 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.

- 30.4 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.

- 30.5 Except as these Articles specify otherwise, alternate directors:

- 30.5.1 are deemed for all purposes to be Directors;
- 30.5.2 are liable for their own acts and omissions;
- 30.5.3 are subject to the same restrictions as their Appointors; and
- 30.5.4 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.

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

30.6.1 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

30.6.2 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.

30.7 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).

30.8 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.

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

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

30.9.2 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;

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

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

## 31. **NUMBER OF DIRECTORS**

31.1 Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two.

## 32. **APPOINTMENT OF DIRECTORS**

32.1 Notwithstanding any limitation on the number of Directors imposed by these Articles and subject to the terms of any shareholders' agreement, for so long as the University (and/or its Permitted Transferees) holds not less than 10% of the Company's issued Ordinary Shares, the University shall be entitled to appoint as a Director of the Company any one person and to remove from office any person so appointed and to appoint another person in their place. Any appointment or removal in terms of this Article 32.1 shall be effected by notice in writing signed by the University and delivered to the registered office of the Company and shall 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 or, if a later date is given in the notice, on that date. Any Director appointed in terms of this Article shall not be required to hold any share qualification and the remuneration (if any) to be paid to them shall be payable by the Company and shall be such sum as shall for the time being be agreed for that purpose between the Company and them or failing such agreement such reasonable sum as shall be fixed by the University and agreed by the Board. Upon request by the University, the Company shall also procure that a Director appointed in terms of this Article be appointed a Director to any subsidiary of the Company.

32.2 A Director appointed pursuant to Article 32.1 shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.

32.3 If at any time the University has not appointed a Director pursuant to Article 32.1, it shall be entitled, for so long as it (and/or its Permitted Transferees) holds not less than 10% of the Company's issued Ordinary Shares, to appoint an observer (an "**Observer**") to the Board by

notice to the Company. Such Observer shall be entitled to receive notice of and papers relating to all Board meetings and any meetings of committees appointed by the Board at the same time as these are sent to the Board or the committee (as applicable), and attend all meetings of the Board or the committee (as applicable) and shall have the right to speak and be heard but not to vote at any such meetings.

**33. DISQUALIFICATION OF DIRECTORS**

33.1 In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

33.1.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

33.1.2 save for any Director appointed pursuant to Article 32.1, if a majority of his co-Directors serve notice on him in writing, removing him from office.

**34. PROCEEDINGS OF DIRECTORS**

34.1 No meeting of the Directors shall proceed to business unless a quorum is present. The quorum for Directors' meetings shall be two Directors, including a Director appointed by the University (or his alternate) where one has been appointed by University pursuant to Article 32.1. If any meeting of the Board shall be inquorate by reason of the non-attendance of the Director appointed by the University, save where it has been agreed that the meeting shall be quorate notwithstanding such non-attendance, the meeting shall stand adjourned to the same day in the next week at the same time or place or at such other day or at such other time or place as at least two thirds of the Directors shall determine. The other Directors must be notified of the details of the adjourned meeting in writing.

34.2 If a meeting of the Directors is attended by a Director who is acting as alternate, 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.

34.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority, the location of the chairman shall be deemed to be the place of the meeting.

34.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or 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.

34.5 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.

34.6 Questions arising at any meeting of the Directors shall be decided by a majority or unanimous number of votes. In the case of any equality of votes, the chairman shall have a second or casting vote.

34.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

- 34.8 The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him/her from that office. Unless he/she is unwilling to do so, the Director so appointed as the chairman shall preside at every meeting of the Directors at which he/she is present.

35. **DIRECTORS' INTERESTS**

*Specific interests of a Director*

- 35.1 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:

- 35.1.1 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;
- 35.1.2 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;
- 35.1.3 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;
- 35.1.4 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;
- 35.1.5 where a Director is giving 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;
- 35.1.6 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;
- 35.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 35.1.8 any other interest authorised by ordinary resolution.

*Interests of which a Director is not aware*

- 35.2 For the purposes of this Article 35, 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 such Director.

*Accountability of any benefit and validity of a contract*

- 35.3 In any situation permitted by this Article 35 (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***

35.4 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:

35.4.1 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:

- (a) 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;
- (b) 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
- (c) restricting the application of the provisions in Articles 35.5 and 35.6, so far as is permitted by law, in respect of such Interested Director; and

35.4.2 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

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 35.

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

35.5 Subject to Article 35.6 (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 35), 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:

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

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

35.6 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 35.5 shall apply only if the conflict arises out of a matter which falls within Article 35.1 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***

35.7 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:

35.7.1 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

35.7.2 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***

- 35.8 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 35.1 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:
- 35.8.1 falling under Article 35.1.7;
  - 35.8.2 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
  - 35.8.3 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***

- 35.9 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 35.
- 35.10 For the purposes of this Article 35:
- 35.10.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;
  - 35.10.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
  - 35.10.3 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.

**36. NOTICES**

- 36.1 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:
- 36.1.1 in hard copy form;
  - 36.1.2 in electronic form; or
  - 36.1.3 (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 36.

***Notices in hard copy form***

- 36.2 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):
- 36.2.1 to the Company or any other company at its registered office; or
  - 36.2.2 to the address notified to or by the Company for that purpose; or
  - 36.2.3 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

- 36.2.4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
  - 36.2.5 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
  - 36.2.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in 36.2.1 to 36.2.5 above, to the intended recipient's last address known to the Company.
- 36.3 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:
- 36.3.1 if delivered, at the time of delivery; or
  - 36.3.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

***Notices in electronic form***

- 36.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
- 36.4.1 if sent by email (provided that 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;
  - 36.4.2 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 36.2; or
  - 36.4.3 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:
    - (a) on its website from time to time; or
    - (b) by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 36.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
- 36.5.1 if sent by email (where 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;
  - 36.5.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
  - 36.5.3 if delivered in an electronic form, at the time of delivery; and
  - 36.5.4 if sent by any other electronic means as referred to in Article 36.4.3, at the time such delivery is deemed to occur under the Act.

- 36.6 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***

- 36.7 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***

- 36.8 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.



- 36.9 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).

**37. INDEMNITIES AND INSURANCE**

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

37.1.1 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 current or former Director or current or former director of any associated company is indemnified by the Company against:

- (a) any liability incurred by the director to the Company or any associated company; or
- (b) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (c) any liability incurred by the director:
  - (i) in defending any criminal proceedings in which he is convicted;
  - (ii) 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
  - (iii) 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 37.1.1(a), 37.1.1(c)(ii) and 37.1.1(c)(iii) applying;

37.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former 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.

- 37.2 The Company shall (at the cost of the Company) effect and maintain for each current or former Director or current or former director of any associated company policies of insurance insuring each such 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.

**38. DATA PROTECTION**

- 38.1 The Company, each Shareholder and each Director shall process personal data in accordance with all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679)

(UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to the Company, the Shareholders or the Directors relating to the use of personal data (including, without limitation, the privacy of electronic communications).

39. **SECRETARY**

- 39.1 Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

40. **LIEN**

- 40.1 The Company shall have a first and paramount lien (the Company's Lien) over every Share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share.

- 40.2 The Company's Lien over a Share:

40.2.1 shall take priority over any third party's interest in that Share; and

40.2.2 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.

- 40.3 Subject to the provisions of this Article 40, if:

40.3.1 a notice complying with Article 40.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and

40.3.2 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.

- 40.4 A Lien Enforcement Notice:

40.4.1 may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

40.4.2 must specify the Share concerned;

40.4.3 must require payment of the sum payable within 14 days of the notice;

40.4.4 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

40.4.5 must state the Company's intention to sell the Share if the notice is not complied with.

- 40.5 Where any Share is sold pursuant to this Article 40:

40.5.1 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

40.5.2 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.

- 40.6 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:

40.6.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;

40.6.2 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.

40.7 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:

40.7.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

40.7.2 subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

#### 41. CALL NOTICES

41.1 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 sum of money (a call) which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.

41.2 A Call Notice:

41.2.1 may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);

41.2.2 shall state when and how any call to which it relates it is to be paid; and

41.2.3 may permit or require the call to be paid by instalments.

41.3 A Shareholder (of whatever class) 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.

41.4 Before the Company has received any call due under a Call Notice the Directors may:

41.4.1 revoke it wholly or in part; or

41.4.2 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.

41.5 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.

41.6 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:

41.6.1 pay calls which are not the same; or

41.6.2 pay calls at different times.

41.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

41.7.1 on allotment;

41.7.2 on the occurrence of a particular event; or

41.7.3 on a date fixed by or in accordance with the terms of issue.

41.8 If the due date for payment of such a sum as referred to in Article 41.7 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 sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.

41.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):

41.9.1 the Directors may issue a notice of intended forfeiture to that person; and

41.9.2 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).

41.10 For the purposes of Article 41.9:

41.10.1 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;

41.10.2 the **Relevant Rate** shall be:

(a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;

(b) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or

(c) if no rate is fixed in either of these ways, 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).

41.11 The Directors may waive any obligation to pay interest on a call wholly or in part.

41.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

## 42. FORFEITURE OF SHARES

42.1 A notice of intended forfeiture:

42.1.1 may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;

42.1.2 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;

42.1.3 shall require payment of the call and any accrued interest and all reasonable 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;

42.1.4 shall state how the payment is to be made; and

42.1.5 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.

42.2 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.

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

42.3.1 all interests in that Share, and all claims and demands against the Company and Shareholders in respect of it; and

42.3.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

- 42.4 Any Share which is forfeited in accordance with these Articles:
- 42.4.1 shall be deemed to have been forfeited when the Directors decide that it is forfeited;
  - 42.4.2 shall be deemed to be the property of the Company; and
  - 42.4.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 42.5 If a person's Shares have been forfeited then:
- 42.5.1 the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
  - 42.5.2 that person shall cease to be a Shareholder in respect of those Shares;
  - 42.5.3 that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
  - 42.5.4 that person shall remain liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 42.5.5 the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 42.6 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.
- 42.7 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.
- 42.8 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:
- 42.8.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
  - 42.8.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 42.9 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.
- 42.10 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 sum which:
- 42.10.1 was, or would have become, payable; and
  - 42.10.2 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.
43. **SURRENDER OF SHARES**
- 43.1 A Shareholder (of whatever class) shall be entitled to surrender any Share:
- 43.1.1 in respect of which the Directors issue a notice of intended forfeiture;
  - 43.1.2 which the Directors forfeit; or
  - 43.1.3 which has been forfeited.
- The Directors shall be entitled to accept the surrender of any such Share.

- 43.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 43.3 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.
44. **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**
- 44.1 The Board may, if authorised to do so by an ordinary resolution:
- 44.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
  - 44.1.2 appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Entitled Shareholders**").
- 44.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.
- 44.3 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Entitled Shareholders or as they may direct.
- 44.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Entitled Shareholders or as they may direct.
- 44.5 Subject to the Articles the Board may:
- 44.5.1 apply Capitalised Sums in accordance with Articles 44.3 and 44.4 partly in one way and partly another;
  - 44.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 44; and
  - 44.5.3 authorise any person to enter into an agreement with the Company on behalf of all of the Entitled Shareholders which is binding on them in respect of the allotment of Shares or debentures under this Article 44.
45. **PURCHASE OF OWN SHARES**
- 45.1 The Company may purchase its own Shares (including redeemable shares) in any manner permitted by the Act, including in accordance with section 692 (1ZA) of the Act.
46. **REDEEMABLE SHARES**
- 46.1 Subject to the provisions of the Act, Shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Board may determine.
- 46.2 A holder of redeemable shares shall be entitled to convert such shares into Ordinary Shares in accordance with the terms of issue of such shares by giving the Company no less than five (5) Business Day's written notice.