

Company Number 13499295

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
GWYNT GLAS OFFSHORE WIND FARM LIMITED
(Adopted by Special Resolution passed on 6 December 2021)

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings:

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended).

"Adoption Date" means the date of adoption of these Articles.

"Articles" means the Company's articles of association for the time being in force.

"Asset Sale" means the sale, lease, transfer, exclusive licence or other disposition by the Company of all or substantially all of its undertaking and assets.

"Available Profits" means profits available for distribution within the meaning of part 23 of the Act.

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles.

"Business Day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.

"Chairman" has the meaning given to it in Article 18.

"Companies Act" or Act" means the Companies Act 2006.

"Company" means Gwynt Glas Offshore Wind Farm Limited (Company number 13499295).

"connected" has the meaning given in section 1122 Corporation Taxes Act 2010.

"Controlling Interest" means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.

"Directors" means the directors of the Company from time to time.

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law).

"Fair Value" has the meaning given by Article 14.

"Group" means as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of that company or a subsidiary undertaking of any such parent undertaking.

"Group Company" means the Company and any subsidiary or subsidiary undertaking of the Company.

"holding company" has the meaning given in section 1159 of the Act.

"Independent Expert" means an independent organisation of appropriate standing and expertise in the renewable energy sector and, in particular, in the valuation of UK offshore wind power assets appointed by agreement between EDF ER and DPE or, in the absence of agreement within 7 Business Days of the need to appoint the expert arising, appointed by the President of the Institute of Chartered Accountants on the application of either EDF ER or DPE.

"Insolvency Event" means if an undertaking (i) is liable to be wound up by a court of competent jurisdiction (which proceedings are not dismissed within 45 days of commencement); (ii) takes any action to appoint, to request the appointment of, or suffers the appointment of, a receiver, administrative receiver, administrator, trustee or similar officer over all or a material part of its assets or undertaking (which proceedings are not stayed within 45 days of commencement); (iii) has a winding up or administration petition presented in relation to it (which is not dismissed within 45 days of commencement); or (iv) in any jurisdiction other than England and Wales suffers the equivalent to any of the matters referred to in the foregoing;

"Listing" means:

- (a) the admission of all or any of the Shares to trading on a market for listed securities operated by London Stock Exchange plc and to the Official List of the UK Listing Authority; or
- (b) the admission of such Shares to the Alternative Investment Market of London Stock Exchange plc; or
- (c) the admission of such Shares to, or to trading on, any Recognised Investment Exchange approved by Shareholder Majority Consent and, if necessary, to any

official or otherwise prescribed list maintained by a competent or otherwise prescribed listing authority; or

- (d) the admission of such Shares to, or to trading on, any other market wherever situated agreed to by Shareholder Majority Consent and, if necessary, to listing on any official or otherwise prescribed list maintained by a competent or otherwise prescribed listing authority,

and "Listed" will be construed accordingly.

"Majority Interest" means the holding of Shares carrying more than fifty percent (50%) of all of the votes that are capable of being cast at general meetings of the Company and a Shareholder together with any Permitted Transferee(s) holding a Majority Interest shall collectively be treated as a Shareholder holding a Majority Interest for the purposes of these Articles.

"Member of the same Group" means as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of that company or a subsidiary undertaking of any such parent undertaking.

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date.

"parent undertaking" has the meaning set out in section 1162 of the Act;

"Permitted Transferee" means to a member of the same Group as the transferor and in the case of DPE also means to Maureen De Pietro and/or Simon De Pietro personally;

"Proceeds of Sale" means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling shares under a Share Sale;

"Prohibited Person" means a person:

- (a) that is, or that is owned or controlled (as such terms are interpreted in the relevant Sanctions Laws and Regulations or in any guidance in relation to such Sanctions Laws and Regulations) by a person identified on any list (each as amended, supplemented or substituted from time to time) of restricted entities, persons or organisations (or equivalent) published by a Sanctions Authority, including but not limited to (i) the Specially Designated Nationals and Blocked Persons List issued by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the US Government's Denied Persons List, Entity List, Debarred Parties List and Terrorist Exclusion List; (ii) the Consolidated List of Financial Sanctions Targets and Investment Ban List maintained by Her Majesty's Treasury; (iii) the European Union's lists of restrictive measures against persons and entities issued pursuant to Council Regulation (EC) No. 881/2002 of 27 May 2002, Council regulation (EC) No. 2580/2001 of 27 December 2001 and Council Common Position 2005/847/CFSP of 29 November 2005; and (iv) the Al-Qaida Sanctions List established and maintained by the UN Security Council's Al-Qaida Sanctions Committee;

- (b) that because of its domicile, ownership or activities is otherwise targeted under Sanctions Laws and Regulations;
- (c) that is located in, or organised under, the laws of, or that is the government of, any jurisdiction targeted by country-wide or territory-wide Sanctions Laws and Regulations, or a person, government, vessel, state or agency of a state that is otherwise the target of Sanctions Laws and Regulations;
- (d) with which a Party is prohibited from dealing or otherwise engaging in any transaction pursuant to any Sanctions Laws and Regulations; or
- (e) with which a Party is not prohibited from dealing or otherwise engaging in any transaction pursuant to any Sanctions Laws and Regulations but in relation to which such Party will or could be subject to secondary sanctions or such other adverse measures pursuant to the relevant Sanctions Laws and Regulations.

"Relevant Securities" means any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date.

"Sale Shares" means the shares specified or deemed to be specified for sale in a Transfer Notice or Transfer Notice required to be served.

"Sanctions Authority" means:

- (f) the United States government;
- (g) the United Nations;
- (h) the European Union (or any of its member states);
- (i) Her Majesty's Treasury (HM Treasury);
- (j) any other relevant governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; or
- (k) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the US Department of Commerce's Bureau of Industry and Security (BIS), and the United States Department of State.

"Sanctions Laws and Regulations" means:

- (l) any economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures administered, enacted or enforced by any Sanctions Authority;
- (m) any export control laws, regulations, embargoes or other restrictive measures administered, enacted or enforced by any Sanctions Authority; or

- (n) any other law, enabling legislation, executive order or regulation in relation to paragraph (a) or (b) of this definition.

"Seller" means the transferor of shares pursuant to a Transfer Notice.

"Share Sale" means the sale of the entire issued share capital of the Company to a single buyer or one or more buyers as part of a single transaction;

"Shareholder" means a holder for the time being of any Share or Shares.

"Shareholders Agreement" means any shareholders or joint venture agreement in force from time to time between the Shareholders (as the same may have been varied, supplemented, adhered to or superseded in accordance with its terms for the time being).

"Shareholder Majority" means the holders of Shares in issue carrying more than fifty percent (50%) of all of the votes that are capable of being cast at general meetings of the Company;

"Shares" means shares (of any class) in the capital of the Company and Share shall be construed accordingly.

"subsidiary" and "subsidiary undertaking" have the respective meanings set out in sections 1159 and 1162 of the Act;

"Transfer Notice" means a notice in writing given or deemed to be given by any Shareholder to the Company (as the case may be) whereby that Shareholder desires, or is required by these Articles, to transfer (or enter into an agreement to transfer) any Shares;

1.2 A reference in these Articles to:

- (a) an Article is a reference to the relevant numbered article of these Articles; and
(b) a model article is a reference to the relevant article,

unless expressly provided otherwise.

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.

1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation from time to time made under it; and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

2 ADOPTION OF THE MODEL ARTICLES

2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Model articles 8, 9(1) and (3), 11(2), 12, 13, 14(1) to (4) (inclusive), 26(5), 38, 39, 49 and 51 to 53 (inclusive) shall not apply to the Company.

2.3 In model article 25(2)(c), the words "evidence", "indemnity" and "the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

2.4 Model article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

DIRECTORS

3 NUMBER OF DIRECTORS

Unless otherwise provided for herein, the number of Directors shall be not be less than two.

4 PROCEEDINGS OF DIRECTORS

4.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4.2 (subject to Article 4.3 and Article 4.4). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and, subject to any Shareholders Agreement, resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.

4.2 A unanimous decision of the Directors is taken when all eligible Directors indicate to each other by any means that they share a common view on a matter.

4.3 A decision taken in accordance with Article 4.2 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.

- 4.4 A decision may not be taken in accordance with Article 4.2 if the eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 4.6 and Article 4.7.
- 4.5 The frequency of meetings of the Directors shall be determined by the Board of Directors. Any Director may call a meeting of the Directors. At least ten Business Days' advance notice in writing of each such meeting shall be given to each Director.
- 4.6 The quorum for meetings of the Directors shall comprise two Directors (being one appointee of each shareholder pursuant to the Shareholders Agreement) and in circumstances where a Shareholder holds a Majority Interest shall save as otherwise provided for in these Articles include a Director appointed by such Shareholder. If a quorum is not present within thirty minutes from the time the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be adjourned to the time and place specified in the notice of the adjourned meeting not earlier than 3 Business Days after the original date. In circumstances where at the adjourned meeting any Shareholder holds a Majority Interest, then if a Director appointed by such Shareholder is present, then such Director shall constitute a quorum for the purposes of the meeting in the event and notwithstanding if one Director appointed by each Shareholder who holds an Eligible Interest is not present.
- 4.7 For the purposes of any meeting (or part of a meeting) held pursuant to Article 7 to authorise a Conflict (as defined in Article 7.1), if there are less than two eligible Directors in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be such lesser number of eligible Directors.
- 4.8 At a meeting of Directors each Director who is eligible to attend and to vote has one vote save that where not all of the Directors entitled to be appointed by a Shareholder pursuant to the terms any Shareholder Agreement are either present or appointed, then the Directors present appointed by such Shareholder shall be entitled to exercise all the voting rights which would have been exercisable if all the Directors that such Shareholder has appointed or would have been entitled to appoint had been present.
- 4.9 Questions arising at any meeting of the Directors shall be decided by a majority of votes. The Chairman (or other chairman of the meeting) shall have a second casting vote.

5 APPOINTMENT AND REMOVAL OF DIRECTORS

- 5.1 A Shareholder shall be entitled to appoint, remove and replace (by written notice served on the Company) a Director in accordance with the terms of any Shareholders Agreement relating thereto and a Shareholder who holds a Majority Interest shall be entitled to appoint, remove and replace a majority of the Directors on the Board. Any additional Board appointments shall be determined by the Board of Directors.
- 5.2 Model article 17(1) shall be modified by the inclusion, at the end of that model article, of the words "provided that the appointment is made in accordance with any Shareholders' Agreement".

6 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and the terms of any Shareholders' Agreement and provided he has declared the nature

and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (e) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7 DIRECTORS' CONFLICTS

7.1 The Directors may, in accordance with the requirements set out in this Article 7 and subject to the terms of any Shareholders' Agreement, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict).

7.2 Any authorisation under this Article 7 will be effective only if:

- (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (b) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

7.3 Any authorisation of a Conflict under this Article 7 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 7.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 7.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

SHARES AND DISTRIBUTIONS

8 DIVIDENDS

Subject to the Companies Act these Articles and any Shareholders' Agreement, the Directors may pay dividends provided that the Available Profits of the Company justify the payment.

9 EXIT PROVISIONS

- 9.1 Save as otherwise provided in any Shareholders Agreement, on a Share Sale or on a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of shares), the Proceeds of Sale or the surplus assets of the Company remaining after payment of its liabilities (the "Surplus") (as the case may be) (such Proceeds of Sale or Surplus hereinafter referred to as the "Distributable Funds") shall be distributed (to the extent that the Company is lawfully permitted to do so) among the holders of Shares pro rata to the number of Shares held, and, in relation to a Share Sale, the Directors shall not register any transfer of shares if the Proceeds

of Sale are not so distributed save in respect of any shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

- (a) the Directors shall not be prohibited from registering the transfer of the relevant shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in this Article 9.1; and
- (b) the Shareholders shall take any action required by a Shareholder Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in this Article 9.1.

9.2 Save as otherwise provided in any Shareholders Agreement, on an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 9.1 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of this clause, the Shareholders shall take any action reasonably and necessarily required by a Shareholder Majority to give effect to same (including, but without prejudice to the generality of this Article 9.2, actions that may be necessary to put the Company into voluntary liquidation so that this Article 9 applies).

9.3 Immediately prior to and conditional upon a Listing, the Shareholders shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, in such manner as the auditors of the Company (acting as experts and not arbitrators) shall determine, to ensure that the proceeds of the Listing are allocated between the Shareholders in the same proportions as the preceding provisions of this clause would provide on a Sale at a price equal to the market capitalisation of the Company on Listing (excluding any Shares issued on the Listing to raise new funds).

10 PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

10.1 As between the Shareholders, Sections 561(1) and 562(1) to (5) (inclusive) of the Act shall not apply to an allotment of equity securities made by the Company.

10.2 Subject to Article 10.5 and save as otherwise provided for in the Shareholders Agreement, no Relevant Securities shall be allotted to any person wholly or partly paid up in cash unless the Company has first offered such Relevant Securities to all of the existing Shareholders (on the same terms and at the same price as the Relevant Securities were to be offered to any other person) *pari passu* and *pro rata* to the number of Shares held by Shareholders (as nearly as possible to their existing holding without involving fractions). Any offers made pursuant to this Article 10.2:

- (a) shall be in writing, give details of the number and subscription price of the Relevant Securities proposed to be allotted and remain open for a period of 10 Business Days from the date of service of such offer; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which, when having regard to its existing holding of Shares, he would be entitled, shall in his acceptance of the offer state the number of excess Relevant Securities ("Excess Securities") for which he wishes to subscribe.

- 10.3 Any Relevant Securities not accepted by Shareholders pursuant an offer made in accordance with Article 10.2 shall be applied in satisfying any requests for Excess Securities made pursuant to Article 10.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to such Shareholders who applied for and were allotted Shares pursuant to the initial offer made pursuant to Article 10.2 pro rata to the number of Shares held by the applicants immediately prior to the initial offer made to Shareholders in accordance with Article 10.2 (as nearly as possible to their existing holding without involving fractions or increasing the number of Excess Securities allotted to any Shareholder above that applied for by him).
- 10.4 The parties shall procure that, as a condition to the registration of any allotment of Shares, the allottee (unless such person is already a party thereto) shall execute and deliver to the Company a deed of adherence to any Shareholders' Agreement in existence in the form set out therein or as otherwise provided for therein. All deeds of adherence shall be executed by the Company for itself and as attorney for all those persons who are then parties to any such Shareholders' Agreement and such parties hereby (or, as the case may be, by executing the relevant deed of adherence) appoint the Company as such attorney.
- 10.5 Articles 10.2 and 10.3 shall be subject to any provisions to the contrary agreed between the Shareholders pursuant to any Shareholders' Agreement.

11 TRANSFERS OF SHARES: GENERAL

- 11.1 In these Articles reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 11.2 Shares shall be freely transferable save as otherwise provided in these Articles or pursuant to the terms of any Shareholders' Agreement and the Board shall refuse to register any transfer of Shares made in contravention thereof.
- 11.3 The Directors may refuse to register a transfer:
- (a) if it is a transfer of a share to a bankrupt, a minor or a person of unsound mind;
 - (b) if it a transfer prohibited by the terms of any Shareholders' Agreement;
 - (c) if it is a transfer of a share which is not fully paid on which share the Company has a lien;
 - (d) if the transfer is not lodged at the registered office or at such other place as the Directors may appoint; or
 - (e) if the transfer is not accompanied by the certificate for the shares to which it relates (or an indemnity in favour of the Company for a lost share certificate in a form reasonably acceptable to the Board) and such other evidence as the Board may reasonably require to evidence the right of the transferor to make the transfer;
 - (f) unless the proposed transferee has entered into a Deed of Adherence (other than on a Share Sale) in accordance with Article 11.4;

- (g) if the transfer is to any person who is considered in accordance with the terms of the Shareholders Agreement to carrying on business directly or indirectly in competition with the Company (save that this shall not apply to Articles 16 and 17).

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.

11.4 As a condition to the registration of any transfer (other than on a Share Sale) of Shares, the transferee (unless such person is already a party thereto) shall execute and deliver to the Company a deed of adherence to any Shareholders' Agreement in existence in the form set out therein or as otherwise provided for therein. All deeds of adherence shall be executed by the Company for all those persons who are then parties to any such Shareholders' Agreement and such parties hereby (or, as the case may be, by executing the relevant deed of adherence) appoint the Company as such attorney.

11.5 For the purpose of determining whether or not there has been any transfer or disposal of Shares (or any interest in Shares) in contravention of the provisions of these Articles or any Shareholders' Agreement, the Directors may require any Shareholder, or the legal personal representatives of any deceased Shareholder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide to the Company with such information and evidence that the Directors request regarding any matter which they deem relevant to that purpose. Failing such information or evidence being provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred or if, as a result of the information and evidence, the Directors are reasonably satisfied that a breach has occurred the Directors shall immediately notify the Shareholder of such Shares in writing of that fact and the following shall occur:

- (a) the relevant Shares shall cease to confer on the Shareholder of them (or any proxy) any rights:
 - (i) to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or by signing a written resolution; or
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder; and
- (b) the holder may be required, at any time following receipt of the notice, to serve a Transfer Notice in respect of his Shares whereupon Article 15.2 shall apply (and the Sale Price shall be calculated in accordance with Article 15.3(b)).

The rights referred to in Article 11.5(a) shall be reinstated on the completion of any transfer referred to in Article 11.5(b).

11.6 In any case where the Board requires a Transfer Notice to be given pursuant to Article 11.5 or Article 15.1 in respect of any Shares, if a Transfer Notice is not duly given within 10 Business Days of the demand being made, a Transfer Notice shall be

deemed to have been given at the end of that period and Article 15.3(b) shall thereafter apply.

12 PERMITTED TRANSFER OF SHARES

Subject to compliance with Article 11.4, a Shareholder (the "Original Shareholder") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise. If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must within five Business Days of so ceasing transfer the shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (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. For the purposes of this Article 12, in the event that either of Simon de Pietro or Maureen de Pietro are a Permitted Transferee and such person ceases to be the ultimate controlling shareholder or ultimate joint controlling shareholder of the Original Shareholder, then such permitted transferee must within 5 business days of so ceasing, transfer the shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (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.

13 TRANSFER OF SHARES SUBJECT TO PRE-EMPTION

- 13.1 Save where the provisions of Articles 12, 16 and 17 apply and save as otherwise provided to the contrary in any Shareholders Agreement, any transfer of shares by a Shareholder who does not hold a Majority Interest (a Seller for the purposes of this Article 13) shall be subject to the pre-emption rights contained in this Article 13.
- 13.2 A Seller shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any shares give notice in writing (a "Transfer Notice") to the Company specifying:
- (a) the number of Sale Shares which it wishes to transfer;
 - (b) if it wishes to sell the Sale Shares to a third party, the name of the proposed transferee; and
 - (c) the price at which it wishes to transfer the Sale Shares (the "Transfer Price").
 - (d) If no cash price is specified by the Seller, the Transfer Price must be agreed by the Board with the Seller. 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 Fair Value of the Sale Shares determined in accordance with Article 14 if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.
- 13.3 Except with the written consent of the Board, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 13.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

13.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under this Article,

the Board shall offer the Sale Shares for sale in the manner set out in Article 13.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

13.6 Transfers: Offer

- (a) The Board may determine that the Company (in its capacity as agent for the Seller) shall offer at the Transfer Price such number of Sale Shares as they may determine to the Company pursuant to the provisions of Parts 17 and 18 of the Companies Act 2006. If an offeree of the Sale Shares pursuant to this Article 13.6(a) applies for any of them within 10 Business Days of the date of the offer, the Company will allocate to such offeree the number of Sale Shares applied for on the later of the fifteenth Business Day following receipt or deemed receipt by the Company of the Transfer Notice and the date on which the Transfer Price is determined. If all the Sale Shares are so allocated, the provisions of the remainder of this Article 13.6 shall not apply. If none or some only of the Sale Shares are so allocated, the provisions of the remainder of this Article 13.6 will have effect as if the reference to Sale Shares was to those not allocated in accordance with this Article 13.6(a).
- (b) Following the application of Article 13.6(a), the Board shall offer the Sale Shares to any holder of Shares who holds a Majority Interest inviting it to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "Initial Offer Period") for the maximum number of Sale Shares it wishes to buy. If such Shareholder applies for any of them within the Initial Offer Period, the Company will allocate to such offeree the number of Sale Shares applied for on the later of the fifteenth Business Day following the expiry of the Initial Offer Period and the date on which the Transfer Price is determined. If all the Sale Shares are so allocated, the provisions of the remainder of this Article 13.6 shall not apply. If none or some only of the Sale Shares are so allocated, the provisions of the remainder of this Article 13.6 will have effect as if the reference to Sale Shares was to those not allocated in accordance with this Article 13.6(b) and as if references to Continuing Shareholders does not include the holder of Shares the subject of this Article 13.6(b) who holds a Majority Interest.
- (c) Following the application of Articles 13.6(a) and (b) the Board shall offer the Sale Shares to any other holder of Shares (the "Continuing Shareholders") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "Offer Period") for the maximum number of Sale Shares it wishes to buy.
- (d) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing

holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

- (e) If not all Sale Shares are allocated in accordance with Article 13.6(d) but there are applications for Sale Shares that have not been satisfied, those Sale Shares that have not yet been allocated shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Article 13.6(d), which procedure shall be repeated until all Sale Shares have been allocated.
- (f) If at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall, subject to Article 13.7(a), allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "Surplus Shares") will be dealt with in accordance with Article 13.7(e).

13.7 Completion of transfer of Sale Shares

- (a) If allocations have been made in respect of all the Sale Shares, the Board shall, when no further offers are required to be made, give written notice of allocation (an "Allocation Notice") to the Seller and each person to whom Sale Shares have been allocated (an "Applicant") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- (b) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (c) If the Seller fails to comply with the provisions of Article 13.7(b):
 - (i) 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 Sale Shares to the Applicants;
 - (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 shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).

- (d) If an Allocation Notice does not relate to all the Sale Shares then the Seller may, within twelve weeks after service of the Allocation Notice, transfer the Surplus Shares to any person at a price at least equal to the Transfer Price.
- (e) The right of the Seller to transfer shares under Article 13.7(d) does not apply in circumstances where the Board refuse the transfer under Article 13.5 or if the Board is of the opinion on reasonable grounds that:
 - (i) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - (ii) 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.

14 VALUATION

- 14.1 In circumstances where a Fair Value determination of Sale Shares is required under these Articles the Board shall within 5 Business Days of such requirement arising appoint an Independent Expert to determine the Fair Value of the Sale Shares.
- 14.2 The Fair Value of the Sale Shares shall be determined by the Independent Expert as at the date of the Transfer Notice relating thereto or, in the case of Article 15, as at the date of the event giving rise to the service of the Transfer Notice on the following assumptions and bases:
 - (a) 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;
 - (b) as if the Company is then carrying on business as a going concern and on the assumption that it will continue to do so; and
 - (c) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent.
- 14.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 14.4 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Board of its determination.
- 14.5 The Independent Expert shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error). The costs of the Independent Expert shall be borne as it shall direct, and failing any direction, equally between the Company and the Seller.
- 14.6 The Independent Expert may have access to all accounting records or other relevant documents of the Company, subject to any confidentiality provisions.

- 14.7 If the Independent Expert is asked to certify the Fair Value, its certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller.

15 COMPULSORY TRANSFER OF SHARES

- 15.1 Subject to Article 13.8, in the event that a Shareholder:

- (a) who is an individual dies; or
- (b) who is an individual, suffers from mental illness and, by reason of his mental health, a court makes an order which wholly or partially prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (c) who is an individual is adjudged bankrupt or has a trustee in bankruptcy appointed in respect of all or any part of his assets or enters into an arrangement with creditors generally;
- (d) who is an undertaking is the subject of an Insolvency Event; or
- (e) becomes a Prohibited Person or any parent undertaking thereof from time to time becomes a Prohibited Person;

then the Board may by resolution within six months of it becoming aware of such event require such Shareholder to serve a Transfer Notice in respect of all Shares of which he is the holder at the time of such event.

- 15.2 Upon the application of Article 15.1 or any other provision of these Articles to any Shareholder which requires the involuntary service or deemed service of a Transfer Notice, the provisions of Article 13 shall apply to any resulting Transfer Notice provided always that:

- (a) the Seller shall be the Shareholder to whom Article 15.1 or the relevant Article (as the case may be) applies;
- (b) the Sale Shares shall be all of the Shares held by the Seller; and
- (c) the Sale Price will be calculated in accordance with Article 15.3.

15.3

- (a) The Sale Price, in the case of a Transfer Notice being required by the Board to be given, shall be the Fair Value of the Sale Shares save in the circumstances where Article 15.3(b) applies.
- (b) The Sale Price, in the case of a Transfer Notice being required by the Board to be given under Article 11.5(b) or 15.1(e) shall be £1.00 in aggregate for all of the Sale Shares.

16 TAG ALONG ON A CHANGE OF CONTROL

16.1 With the exception of transfers of Shares to a Permitted Transferee pursuant to Article 12, no transfer of Shares which would result, if made and registered, in a person or persons Acting in Concert obtaining a Controlling Interest in the Company, will be made or registered unless:

- (a) an Approved Offer is made by the proposed transferee(s) ("Buyer"); and
- (b) the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares pursuant to it.

16.2 For the purposes of this Article 16 and Article 17:

- (a) "Approved Offer" means an offer in writing served on all Shareholders holding Shares (including the proposing transferor), offering to purchase all the Shares held by such Shareholders (including any Shares which may be allotted pursuant to the exercise or conversion of options, rights to subscribe for or securities convertible into Shares in existence at the date of such offer) which:
 - (i) is stipulated to be open for acceptance for at least 15 Business Days;
 - (ii) offers the same or equivalent consideration for each Share (whether in cash, securities or otherwise in any combination);
 - (iii) includes an undertaking by or on behalf of the Buyer that no other consideration (whether in cash or otherwise) is to be received or receivable by any Shareholder which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares to be sold by such Shareholder, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other Shareholder for the purchase of Shares; and
 - (iv) is on terms that the sale and purchase of all Shares in respect of which the offer is accepted will be completed at the same time.

17 DRAG ALONG

17.1 Whenever an Approved Offer is made, a Shareholder Majority shall have the right ("Drag Along Right") to require (in the manner set out in this Article 17) all of the other holders of Shares ("Other Shareholders") to accept the Approved Offer in full. The rights of pre-emption set out in these Articles or in any Shareholders Agreement shall not apply in circumstances where the Drag Along Right is being exercised.

17.2 The Drag Along Right may be exercised by the service of notice to that effect on the Other Shareholders at the same time as, or within 10 Business Days following, the making of the Approved Offer. Such notice will be accompanied by all documents required to be executed by the Other Shareholders to give effect to the relevant transfer (including a requirement to transfer the Shares with full title guarantee free of all Encumbrances and to warrant title and capacity).

- 17.3 On the exercise of the Drag Along Right, each of the Other Shareholders will be bound to accept the Approved Offer in respect of its entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance.
- 17.4 If any of the Other Shareholders fails to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of its Shares pursuant to the Approved Offer, or otherwise fails to take any action required of it under the terms of the Approved Offer, any persons so authorised by the Board (who shall be deemed to be the attorney of such other Shareholders for this purpose) may accept the offer on behalf of the Other Shareholders in question (and such Other Shareholders in question shall be deemed to have irrevocably appointed any such persons so authorised by the Board to be their agent and attorney for such purpose), to undertake any action required under the terms of the Approved Offer on the part of such Other Shareholders in question. In particular, such person may execute the necessary transfer(s) on such Other Shareholder's behalf and against:
- (a) receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares (the receipt being a good discharge to the Buyer, who will not be bound to see to the application of it). The Company shall hold the amounts due to such Other Shareholder in trust for such person without any obligation to pay interest; and
 - (b) compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer;

deliver such transfer(s) to the Buyer (or its nominee). The Board will then authorise registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the Shares so transferred. After registration, the title of the Buyer (or its nominee) as registered holder of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person. That Other Shareholder will in such a case be bound to deliver up its certificate for its Shares to the Company, or a statutory declaration of loss (as appropriate) whereupon that Other Shareholder will be entitled to receive the purchase price for such Shares.

DECISION-MAKING BY SHAREHOLDERS

18 GENERAL MEETINGS

- 18.1 The quorum shall be the attendance of duly authorised representatives of all the Shareholders who hold Shares carrying ten percent (10%) or more of all of the votes that are capable of being cast at general meetings of the Company in person or by proxy (an "Eligible Interest").
- 18.2 If a quorum is not present within 30 minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be adjourned to a specified place and time not earlier than 5 Business Days after the original date and at that adjourned meeting the quorum shall be duly authorised representatives of any Shareholder present in person or by proxy who holds an Eligible Interest save that if a Shareholder holds a Majority Interest a duly authorised representative of such Shareholder present in person or proxy is required for the meeting to be quorate.

- 18.3 No business shall be transacted at any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 18.4 The instrument appointing the proxy shall be effective if such appointment is brought to the attention of the Chairman of the meeting at any time prior to the taking of any vote (whether on a show of hands or on a poll) (including after the commencement of the meeting).
- 18.5 The chairman of the Board (Chairman) shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting. The Chairman shall not be entitled to a second or casting vote in his capacity as Chairman.
- 18.6 The Directors shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the capital of the Company.
- 18.7 Notice of general meetings must be not less than 10 Business Days prior to the relevant meeting. However the Shareholders may agree in writing to a shorter period of notice in which case the meeting shall be deemed to be properly called on such shorter notice.

19 VOTING

- 19.1 Subject to any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.
- 19.2 Model article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that model article.
- 19.3 Model article 45(1) shall be amended by:
- (a) the deletion of model article 45(1)(d) and its replacement with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"; and
 - (b) the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that model article.

20 LIEN

The Company has a lien over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone

or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

ADMINISTRATIVE ARRANGEMENTS

21 NOTICES

21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by email at the time of transmission provided that no report of transmission failure is received by the sender.

For the purposes of this Article 21.1, no account shall be taken of any part of a day that is not a working day.

21.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

22 INDEMNITY AND INSURANCE

22.1 Subject to Article 22.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation thereto including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs; and
- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 22.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

22.2 This Article 22 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.

22.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

22.4 In this Article 22:

"Relevant Loss" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company); and

"Relevant Officer" means any director or other officer of any Group Company.