

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

COFFEE AND TV GROUP LIMITED

(Adopted by a special resolution passed on 30 December 2022)

Index

Clause No.	Page No.
1. Introduction	3
2. Definitions	3
3. Objects	9
4. Share capital.....	10
5. Dividends	11
6. Liquidation preference.....	13
7. Exit provisions.....	14
8. Votes in general meeting and written resolutions.....	15
9. Consolidation of Shares	15
10. Conversion of Equity Shares on IPO	16
11. Deferred Shares	16
12. Variation of class rights	17
13. Allotment of new shares or other securities: pre-emption	17
14. Transfers of Shares – general.....	17
15. Transfers of Shares subject to pre-emption rights.....	20
16. Valuation of Shares	20
17. Compulsory transfers – general.....	20
18. Departing employees	21
19. Mandatory Offer on a Change of Control	22
20. Tag-along.....	23
21. Drag-along	24
22. General meetings	26
23. Proxies	27
24. Directors' borrowing powers.....	27
25. Alternate Directors.....	27
26. Number of Directors	29
27. Appointment of Directors.....	29
28. Disqualification of Directors.....	29
29. Proceedings of Directors.....	29
30. Directors' interests	30
31. Notices	33
32. Indemnities and insurance.....	35
33. Data Protection.....	36
34. Secretary	36
35. Lien.....	36
36. Call Notices.....	37

37. Forfeiture of Shares	39
38. Surrender of Shares	41
39. Authority to capitalise and appropriation of capitalised sums	41

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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**") 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 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:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 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), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - (d) 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
 - (e) 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.

2. Definitions

In these Articles the following words and expressions shall have the following meanings:

"**A Ordinary Shares**" means the A Ordinary shares of £0.001 each in the capital of the Company from time to time;

"A Ordinary Shareholders" means the holders from time to time of the A Ordinary Shares (but excludes the Company holding Treasury Shares);

"A1 Ordinary Shares" means the A1 Ordinary shares of £0.001 each in the capital of the Company from time to time;

"A1 Ordinary Shareholders" means the holders from time to time of the A1 Ordinary Shares (but excludes the Company holding Treasury Shares);

"Act" means the Companies Act 2006 (as amended from time to time);

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

"Actions" shall have the meaning given in Article 7.3;

"Arrears" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

"Associate" in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);
- (b) any Member of the same Group;

"Auditors" means the auditors of the Company from time to time;

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

"B Ordinary Shares" means the B Ordinary shares of £0.001 each in the capital of the Company from time to time;

"B Ordinary Shareholders" means the holders from time to time of the B Ordinary Shares (but excludes the Company holding Treasury Shares);

"Bad Leaver" means a person who ceases to be an Employee in circumstances where that person is not a Good Leaver;

"Board" means the board of Directors and any committee of the board as constituted from time to time;

"Bonus Issue" or **"Reorganisation"** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 13.7;

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"C Ordinary Shares" means the C Ordinary shares of £0.001 each in the capital of the Company from time to time;

"C Ordinary Shareholders" means the holders from time to time of the C Ordinary Shares (but excludes the Company holding Treasury Shares);

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"Coffee and TV Business" means the Company's shareholding in Coffee and TV Limited (company number: 08258929); (ii) all dividends that are paid by Coffee and TV Limited to the Company; (iii) all distributions, returns of capital and/or surplus in a winding-up received by the Company attributable to Coffee and TV Limited and its Subsidiaries (the **"Coffee and TV Sub-Group"**); (iv) any value derived from the assets owned by the Coffee and TV Sub-Group received by the Company from time to time; (v) disposals of its shareholding in or the majority of the assets and undertaking of the Coffee and TV Sub-Group or (vi) any other value derived from assets as determined by the Board and agreed with Investor Majority Consent as arising from or attributable to the Coffee and TV Sub-Group from time to time received by the Company;

"Coffee & TV Productions Business" means the Company's shareholding in Coffee & TV Productions Limited (company number: 10832484); (ii) all dividends that are paid by Coffee & TV Productions Limited to the Company; (iii) all distributions, returns of capital and/or surplus in a winding-up received by the Company attributable to Coffee & TV Productions Limited and its Subsidiaries (the **"Coffee & TV Productions Sub-Group"**); (iv) any value derived from the assets owned by the Coffee & TV Productions Sub-Group received by the Company from time to time ; (v) disposals of its shareholding in or the majority of the assets and undertaking of the Coffee & TV Productions Sub-Group or (vi) any other value derived from assets as determined by the Board and agreed with Investor Majority Consent as arising from or attributable to the Coffee & TV Productions Sub-Group from time to time received by the Company;

"Commencement Date" means the date on which the employment or consultancy of the relevant Employee with the Company or any member of the Group commences;

"Company" means Coffee and TV Group Limited;

"Company's Lien" has the meaning given in Article 35.1;

"Controlling Interest" means an interest in shares giving to the holder or holders a 50.5 per cent interest in any of the Ordinary Shares, A1 Ordinary Shares, A Ordinary Shares, B Ordinary Shares or C Ordinary Shares;

"Conversion Date" has the meaning given in Article 10.3 (as applicable);

"Conversion Ratio" has the meaning given in Article 10.4;

"CTA 2010" means the Corporation Tax Act 2010;

"Date of Adoption" means the date on which these Articles were adopted;

"Deferred Conversion Date" means the date that the Employees Shares convert into Deferred Shares pursuant to Article 18.1;

"Deferred Shares" means deferred shares of £0.001 each in the capital of the Company from time to time;

"Director(s)" means a director or directors of the Company from time to time;

"Effective Termination Date" means the date on which the Employee's employment or consultancy terminates;

"electronic address" has the same meaning as in section 333 of the Act;

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Employee" means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group;

"Employee Shares" in relation to an Employee means all Shares held by the Employee in question;

"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);

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

"Equity Shares" means the Shares other than the Deferred Shares;

"Exit" means a Share Sale, an Asset Sale or an IPO;

"Fair Value" is as determined in accordance with Article 16;

"Financial Year" has the meaning set out in section 390 of the Act;

"Founders" means each of Christopher Chard, Philip Hurrell, Derek Moore and Jon Trussler or any other person so identified by an Investor Majority and in the case of each individual only for so long as such individual holds any Equity Shares;

"Founder Consents" has the meaning given in Article 8.1;

"Fractional Holders" has the meaning given in Article 10.6;

"Good Leaver" means a person who ceases to be an Employee at any time by reason of:

- (i) Serious Ill Health or Disability; or
- (ii) death; or

- (iii) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive; or
- (iv) otherwise determined to be a Good Leaver by the Investor Majority; or
- (v) in the case of a Founder only, Redundancy (as defined in the Employment Rights Act 1996)

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly;

"hard copy form" has the same meaning as in section 1168 of the Act;

"Investor Majority" means the holders of at least 50.5 per cent of the Ordinary Shares from time to time;

"Investor Majority Consent" means the prior written consent of the Investor Majority;

"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 the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003;

"Lien Enforcement Notice" has the meaning given in Article 35.3;

"a 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;

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 13.7) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

"Offer" has the meaning set out in Article 19.2;

"Offer Period" has the meaning set out in Article 19.3;

"Ordinary Shares" means the ordinary shares of £0.001 each in the capital of the Company from time to time;

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);

"Pre-New Money Valuation" means the result of multiplying the total number of Ordinary Shares in issue immediately after the IPO (but excluding any new Ordinary Shares issued upon the IPO) by the subscription price per share (including any premium) in respect of new Ordinary Shares issued at the time of the IPO;

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 15.6;

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by an Investor Majority with Investor Majority Consent;

"Proposed Exit" has the meaning given in Article 7.3;

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an offer on arm's length terms;

"Proposed Sale Date" has the meaning given in Article 19.3;

"Proposed Sale Notice" has the meaning given in Article 19.3;

"Proposed Sale Shares" has the meaning given in Article 19.3;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company;

"Proposed Transfer" has the meaning given in Article 19.1;

"Qualifying Person" has the meaning given in section 318(3) of the Act;

"Realisation Price" means the value of each Ordinary Share (excluding Treasury Shares) in issue immediately prior to an IPO, determined by reference to the price per share at which Ordinary Shares are to be offered for sale, placed or otherwise marketed pursuant to such IPO;

"Residence Pictures Business" means (i) the Company's shareholding in Residence Pictures Limited (company number: 13647511); (ii) all dividends that are paid by Residence Pictures Limited to the Company; (iii) all distributions, returns of capital and/or surplus in a winding-up received by the Company attributable to Residence Pictures Limited and its Subsidiaries (the **"Residence Pictures Sub-Group"**); (iv) any value derived from the assets owned by the Residence Pictures Sub-Group received by the Company from time to time ; (v) disposals of its shareholding in or the majority of the assets and undertaking of Residence Pictures Sub-Group or (vi) any other value derived from assets as determined by the Board and agreed with Investor Majority Consent as arising from or attributable to the Residence Pictures Sub-Group from time to time received by the Company.

"Relevant Interest" has the meaning set out in Article 30.4;

"Residual Business" means the Company's assets and businesses other than the Coffee and TV Business, the Residence Pictures Business and the Coffee & TV Productions Business;

"Restricted Shares" has the meaning set out in Article 18.6;

"Sale Shares" has the meaning set out in Article 15.2(a);

"Seller" has the meaning set out in Article 15.2;

"Serious Ill Health or Disability" means an illness or disability certified by a general relevant employee (or former employee) permanently incapable of carrying out his role as an employee;

"Shareholder" means any holder of any Shares (but excludes the Company holding Treasury Shares);

"Share Option Plan(s)" means the share option plan(s) of the Company, the terms of which have been approved by an Investor Majority;

"Shares" means the Ordinary Shares, A1 Ordinary Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and the Deferred Shares from time to time;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

"Subscription and Shareholders' Agreement" means the subscription and shareholders' agreement dated on or around the Date of Adoption between, amongst others, the Company and the Founders;

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the respective meanings set out in sections 1159 and 1162 of the Act;

"Transfer Notice" shall have the meaning given in Article 15.2;

"Transfer Price" shall have the meaning given in Article 15.2;

"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;

"Unvested" means those Employee Shares which may be required to be converted into Deferred Shares or to be transferred under Article 18.1

3. Objects

3.1 The objects of the Company are to promote the success of the Company;

- (a) for the benefit of its members as a whole; and
- (b) through its business and operations, to have a material positive impact on (a) society and (b) the environment, taken as a whole.

3.2 A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in Article 3.1 above, and in doing so shall have regard (amongst other matters) to:

- (a) the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders,
- (b) the interests of the Company's employees,
- (c) the need to foster the Company's business relationships with suppliers, customers and others,
- (d) the impact of the Company's operations on the community and the environment and on affected stakeholders,

(e) the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and

(f) the need to act fairly as between members of the Company,

(together the matters referred to above shall be defined for the purposes of this Article as the “Stakeholder Interests” and each a “Stakeholder Interest”).

3.3 For the purposes of a Director’s duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

3.4 Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

3.5 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company’s business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole, and through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

4. Share capital

4.1. The authorised share capital of the Company at the date of adoption of these Articles is:

- (i) 160,000 Ordinary Shares of £0.001 each;
- (ii) 160,000 A1 Ordinary Shares of £0.001 each;
- (iii) 160,000 A Ordinary Shares of £0.001 each;
- (iv) 160,000 B Ordinary Shares of £0.001 each; and
- (v) 160,000 C Ordinary Shares of £0.001 each.

4.2. In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.

4.3. Except as otherwise provided in these Articles, the Ordinary Shares shall rank ahead of the A1 Ordinary Shares, A Ordinary Shares, B Ordinary Shares and the C Ordinary Shares but otherwise shall rank pari passu in all respects and each identified class of share shall constitute separate classes of shares.

4.4. The words “and the directors may determine the terms, conditions and manner of redemption of any such shares” shall be deleted from article 22(2) of the Model Articles with such decisions consequently determined by the shareholders of the Company.

4.5. Subject to Investor Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.

- 4.6. Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 4.7. In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 4.8. For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and
 - (c) receive a dividend or other distribution
- save as otherwise permitted by section 726(4) of the Act.
- 4.9. The Company shall be entitled to retain any share certificate(s) relating to Employee Shares while any such Shares remain Unvested.

5. Dividends

- 5.1. In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 5 and, a distribution of profits (whether by way of an interim or final dividend) may be made in respect of the A1 Ordinary Shares, the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and Ordinary Shares or any of them provided such distribution is undertaken with Investor Majority Consent.
- 5.2. At the discretion of the Board acting with and approved by Investor Majority Consent, the A1 Ordinary Shareholders may in respect of their A1 Ordinary Shares be paid a dividend in respect of each Financial Year out of Available Profits that relate directly to the Coffee and TV Business.
- 5.3. At the discretion of the Board acting with and approved by Investor Majority Consent, the A Ordinary Shareholders may in respect of their A Ordinary Shares be paid a dividend in respect of each Financial Year out of Available Profits that relate directly to the Coffee and TV Business.
- 5.4. At the discretion of the Board acting with and approved by Investor Majority Consent, the B Ordinary Shareholders may in respect of their B Ordinary Shares be paid a dividend in respect of each Financial Year out of Available Profits that relate directly to the Residence Pictures Business.
- 5.5. At the discretion of the Board acting with and approved by Investor Majority Consent, the C Ordinary Shareholders may in respect of their C Ordinary Shares be paid a dividend in respect of each Financial Year out of Available Profits that relate directly to the Coffee & TV Productions Business.
- 5.6. At the discretion of the Board acting with and approved by Investor Majority Consent, the Ordinary Shareholders may in respect of their Ordinary Shares be paid a dividend in respect of each Financial Year out of Available Profits that relate directly to the Residual Business and any other Available Profits not attributable to the other Equity Shares other than the Ordinary Shares.
- 5.7. The Deferred Shares shall carry no entitlement to participate in the profits of the Company.

- 5.8. Any Available Profits which the Company may determine with Investor Majority Consent, to distribute in respect of any Financial Year may be approved on a class by class basis and will be distributed among the holders of each respective class of the Equity Shares on a class by class basis as to the entitlement of each class of Equity Shares pro rata to their respective holdings of Equity Shares of the specific class in question.
- 5.9. Dividends may be declared and paid in respect of one class of Equity Shares without needing to be declared and paid in respect of another class of Equity Shares and the amount of dividends declared and paid in respect of one class of Equity Shares shall not impact on the amount of dividends declared or paid in respect of another class of Equity Shares or affect any other rights attaching to another class of Equity Shares.
- 5.10. Subject to the Act and these Articles, the Board may, provided Investor Majority Consent is given, pay interim dividends (subject to the same principles as to entitlements and amounts as are dividends) if justified by the Available Profits in respect of the relevant period.
- 5.11. Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 5.12. On an IPO, if the Company has insufficient Available Profits for distribution to pay any Arrears, the Company shall, by way of special dividend and in lieu of the accrued dividends the Company is prohibited from paying, allot to each holder of Shares by way of capitalisation of reserves such number of Ordinary Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the unpaid dividend.
- 5.13. If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 5.14. A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 5.15. If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board acting with Investor Majority Consent may decide). The Company shall notify the distribution recipient in writing of:
- (i) the fact and sum of any such deduction;
 - (ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - (iii) how the money deducted has been applied.
- 5.16. Article 31(1) of the Model Articles shall be amended by:

- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
- (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

6. Liquidation preference

6.1. Subject to article 6.2, on a distribution of assets on a liquidation or any return of capital (other than on a cancellation, reduction, redemption, conversion or purchase of Shares which shall be undertaken subject to and with Investor Majority Consent and Founder Consent) the surplus assets of the Company remaining after the payment of its liabilities shall be applied so far as the Company is lawfully allowed to do so as follows:

(a) A1 Ordinary Shares

any value in respect of the Coffee and TV Business up to an aggregate amount of £10,000,000 (the "**A1 Ordinary Capital Amount**") to be paid to the A1 Ordinary Shareholders in respect of their A1 Ordinary Shares so held on a pro rata basis as to the number of the A1 Ordinary Shares that they so hold provided that the A1 Ordinary Capital Amount shall be adjusted downwards for any previous income and capital distributions received by the A1 Ordinary Shareholders in respect of their A1 Ordinary Shares, so that no returns in respect of the A1 Ordinary Shares shall in aggregate exceed the A Ordinary Capital Amount;

(b) A Ordinary Shares

any value in respect of the Coffee and TV Business in excess of the A1 Ordinary Capital Amount shall be paid to the A Ordinary Shareholders in respect of their A Ordinary Shares so held on a pro rata basis as to the number of the A Ordinary shares that they so hold;

(c) B Ordinary Shares

any value in respect of the Residence Pictures Business to be paid to the B Ordinary Shareholders in respect of their B Ordinary Shares so held on a pro rata basis as to the number of B Ordinary shares that they so hold;

(d) C Ordinary Shares

any value in respect of the Coffee & TV Productions Business to be paid to the C Ordinary Shareholders in respect of their C Ordinary Shares so held on a pro rata basis as to the number of the C Ordinary Shares that they so hold;

(e) Ordinary Shares

any value in respect of the Residual Business to be paid to the Ordinary Shareholders in respect of their Ordinary Shares so held on a pro rata basis as to the number of the Ordinary Shares that they so hold; and

(f) Deferred Shares

provided that a value in excess of £999,999,999 has been returned in respect of the Equity Shares in aggregate then a value of £0.001 per Deferred Share held shall be paid to each Deferred Shareholder.

- 6.2. The Board with Investor Majority Consent may make an adjustment to any value returned to or attributed to any one or more classes of Share where in the reasonable opinion of the Board or the Investor Majority such value returned to or attributed to any one or more classes of Share would result in an unfair outcome in respect of any one or more classes of Share such adjustment to any value returned or attributed to any one or more classes of Share to be undertaken by the Board providing always that the Board obtains the Investor Majority Consent to the making of such adjustments.

7. Exit provisions

- 7.1. On a Share Sale the Proceeds of Sale shall be attributed to and distributed to the holders of the Shares in the amounts attributed to the Shares set out in Article 6 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so attributed and 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 attributed and distributed in the amounts attributed to the Shares set out in Article 6; and
- (b) the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are attributed and distributed in the amounts attributed to the Shares set out in Article 6.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the attribution and distribution from the previous attribution and distribution of consideration in the amounts attributed to the Shares set out in Article 6.

- 7.2. On an Asset Sale (provided always that the Investor Majority shall have a discretion in relation to the payment of liabilities depending upon the component parts of the Asset Sale), the surplus assets of the Company remaining after payment of its liabilities shall be attributed and distributed (to the extent that the Company is lawfully permitted to do so) in the amounts attributed to the Shares as set out in Article 6 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority as directed by Investor Majority Consent (including, but without prejudice to the generality of this Article 7.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 6 applies.
- 7.3. In the event of an Exit approved by the Board and an Investor Majority by Investor Majority Consent, the Selling Shareholders (as defined in Article 21.1) in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board and the Investor Majority as directed by Investor Majority Consent to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any

purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.

7.4. On an IPO:

- (a) any Treasury Shares shall be cancelled or, with Investor Majority Consent, transferred in accordance with these Articles prior to the IPO;
- (b) the Company shall issue at par to each Shareholder that number (if any) of Ordinary Shares credited as fully paid, which, at the offer/placing price on IPO have an aggregate value equal to any Arrears of dividend in respect of the Equity Shares that they hold if such Arrears are not paid to any such Shareholder; and
- (c) the Company shall convert the Equity Shares held by each Shareholder into one class of shares such that the proportion which the Equity Shares held by that Shareholder bears to the issued Equity Shares following such conversions (and any transfer of Treasury Shares pursuant to Article 7.4(a) and the completion of all share issues pursuant to Article 7.4(b)) shall be equal to the proportion that the that Shareholder would have been entitled to receive on a Share Sale on that date would bear to the valuation of their Equity Shares in accordance with the principles set out in Article 4 at that date (assuming that the valuation was equal to the Pre-New Money Valuation but determining the value of each class of Equity Share in accordance with Article 4).

8. Votes in general meeting and written resolutions

- 8.1. The Ordinary Shares, A1 Ordinary Shares, A Ordinary Shares, B Ordinary Shares and C Ordinary Shares shall confer on each holder the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company provided always that in addition to the rights attaching to any shares that the Founders hold, the Founders for so long as they hold any shares shall as a separate class of shareholders have those consent and veto rights set out in the Subscription and Shareholders' Agreement (the "**Founder Consents**").
- 8.2. The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 8.3. Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.
- 8.4. No voting rights attached to a Share which is nil paid or partly paid may be exercised:
 - (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution,unless all of the amounts payable to the Company in respect of that share have been paid.

9. Consolidation of Shares

- 9.1. Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including,

subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 9.2. When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

10. Conversion of Equity Shares on IPO

- 10.1. All of the fully paid Equity Shares shall automatically convert into one class of shares immediately upon the occurrence of an IPO.
- 10.2. In the case of Article 10.1, at least five Business Days prior to the occurrence of the IPO, each holder of the relevant Equity Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Equity Shares being converted to the Company at its registered office for the time being.
- 10.3. The conversion will be effective only immediately prior to and conditional upon the IPO (and "**Conversion Date**" shall be construed accordingly) and, if such IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred.
- 10.4. On the Conversion Date, the relevant Equity Shares shall without further authority than is contained in these Articles stand converted into a single class of ordinary shares on the basis set out in Article 7.4(c) (the "**Conversion Ratio**"), and the shares resulting from that conversion shall in all other respects rank *pari passu*.
- 10.5. The Company shall on the Conversion Date enter the holder of the converted Equity Shares on the register of members of the Company as the holder of the appropriate number of shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Equity Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Equity Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid shares.
- 10.6. If any Shareholder becomes entitled to fractions of a share as a result of conversion ("**Fractional Holders**"), the Directors acting with Investor Majority Consent may deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

11. Deferred Shares

- 11.1. Subject to the Act, any Deferred Shares may be purchased by the Company at any time at its option for the aggregate sum of one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).

- 11.2. The allotment or issue of Deferred Shares or the conversion or re-designation of Shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:
- (a) appoint any person to execute any transfer (or any agreement to transfer) of such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s); and/or
 - (b) receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s); and/or
 - (c) give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or
 - (d) retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.
- 11.3. No Deferred Share may be transferred without the prior consent of the Board.

12. Variation of class rights

- 12.1. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class. The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

13. Allotment of new shares or other securities: pre-emption

- 13.1. No shares may be allotted, unless Investor Majority consent has been obtained and any such approved allotment of shares shall be carried out in accordance with any conditions that may be set out in that Investor Majority Consent.
- 13.2. Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 13.3. No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

14. Transfers of Shares – general

- 14.1. In Articles 14 to 21 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 14.2. Unless express provision is made in these Articles to the contrary, no Share may be transferred without Investor Majority Consent, subject to the conditions in that Investor Majority Consent, and any Share transfer must be made in accordance with these Articles.

- 14.3. If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 14.4. Any transfer of a Share by way of sale which is required to be made under Articles 15 to 21 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 14.5. The Directors may refuse to register a transfer if:
- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
 - (c) it is a transfer of a Share which is not fully paid:
 - (i) to a person of whom the Investor Majority does not approve; or
 - (ii) on which Share the Company has a lien;
 - (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
 - (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost a 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;
 - (f) the transfer is in respect of more than one class of Shares;
 - (g) the transfer is in favour of more than four transferees; or
 - (h) these Articles otherwise provide that such transfer shall not be registered.
- If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 14.6. The Investor Majority may, as a condition to the registration of any transfer of shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 14.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 14.7. To enable the Directors to determine whether or not there has been any disposal of Shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may, with Investor Majority Consent, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they

deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in the capital of the Company in writing of that fact and the following shall occur:

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that; or
- (b) the withholding of payment of all dividends or other distributions otherwise attaching to the relevant Shares or to any further shares issued in respect of those shares; and
- (c) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Investor Majority may require by notice in writing to that holder.

The rights referred to in (a) and (b) above may be reinstated by the Board subject to Investor Majority Consent and shall in any event be reinstated upon the completion of any transfer referred to in (c) above.

14.8. In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

14.9. If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

- (a) the Transfer Price for the Sale Shares will be as agreed between the Investor Majority (acting by Investor Majority Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
- (b) it does not include a Minimum Transfer Condition (as defined in Article 15.2(d)); and
- (c) the Seller wishes to transfer all of the Shares held by it.

14.10. Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:

- (a) the transferor; and
- (b) (if any of the Shares is partly or nil paid) the transferee.

15. Transfers of Shares subject to pre-emption rights

- 15.1. Save where the provisions of Articles 19, 20 and 21 apply any transfer of Shares by a Shareholder shall only be permissible following the obtaining of Investor Majority Consent subject to the terms set out in that Investor Majority Consent.
- 15.2. A Shareholder who wishes to transfer Shares (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 and the Investor Majority specifying:
- (a) the number of Shares which he wishes to transfer (the "**Sale Shares**");
 - (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
 - (c) the price at which he wishes to transfer the Sale Shares; and
 - (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Investor Majority. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Investor Majority. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

- 15.3. Except with Investor Majority Consent as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 15.4. A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price and any transfer must be carried out in accordance with the terms of the Investor Majority Consent.

16. Valuation of Shares

- 16.1. If no Transfer Price can be agreed between the Seller and the Investor Majority in accordance with provisions of Articles 14.9, 15.2 and 18.3 or otherwise then, on the date of failing agreement, the Fair Value of the Sale Shares will be determined by the Investor Majority acting with Investor Majority Consent, save in the case of a sale by any of Derek Moore, Christopher Chard, Jon Trussler and/or Philip Hurrell of all of their respective Shares, in which case "**Fair Value**" shall be determined by reference to the higher of: (i) the following formula: 150% of the Company's net profit (after interest, taxes, depreciation, amortisation and the authorised repayment of any existing director loans) in the latest complete accounts for the Financial Year and (ii) the determination of the Investor Majority acting with Investor Majority Consent.

17. Compulsory transfers – general

- 17.1. A Shareholder and/or any person entitled to a share in consequence of the death or bankruptcy of that Shareholder shall be deemed to have given a Transfer Notice to the Company and the Investor Majority upon the death or bankruptcy of that Shareholder requiring the transfer of their Shares at such time as may be determined by the Investor Majority acting with Investor Majority Consent.

- 17.2. The Investor Majority may require the deceased or bankrupt Shareholder (or the appointed legal personal representative of a deceased Shareholder or such Shareholder's trustee in bankruptcy or other relevant representative) to either:
- (a) affect a transfer of such Shares (including for this purpose an election to be registered in respect of the transfer) for Fair Value; or
 - (b) with respect to a deceased Shareholder, subject to Investor Majority Consent, to affect a transfer of such Shares before or promptly upon the completion of the administration of the estate of the deceased Shareholder to a transferee approved by Investor Majority Consent.
- 17.3. If either requirement in clause 17.2 shall not be fulfilled to the satisfaction of the Investor Majority, a Transfer Notice shall be deemed to have been given in respect of each and every such Share, save to the extent that the Investor Majority may otherwise determine.
- 17.4. If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder save to the extent that, and at a time, the Investor Majority may determine.
- 17.5. Unless an Investor Majority determine otherwise, if there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors or the Investor Majority to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names.

18. Departing employees

Bad Leavers

- 18.1. Unless the Investor Majority determine that this Article 18.1 shall not apply in whole or in part and subject to Article 18.3, if an Employee ceases to be an Employee by reason of being a Bad Leaver, all the Employee Shares relating to such Employee shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share held) on the Effective Termination Date (rounded down to the nearest whole share).
- 18.2. Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Employee shall deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for a lost certificate in a form acceptable to the Board) for the Employee Shares so converting and upon such delivery there shall be issued to him share certificate(s) for the number of Deferred Shares resulting from the relevant conversion.
- 18.3. The Investor Majority shall be entitled to determine that, in the alternative to Article 18.1, if an Employee ceases to be an Employee by reason of being a Bad Leaver a Transfer Notice shall be deemed to be given in respect all of the Employee Shares which were to convert into Deferred Shares under Article 18.1 on the Effective Termination Date and in such circumstances the Transfer Price shall be the lower of the Fair Value and the original subscription price of the Employee Shares and the Employee Shares shall be subject to acquisition by the Company or its nominee (subject always to the provisions of the Act).

Good Leavers

- 18.4. If at any time an Employee ceases to be an Employee by reason of being a Good Leaver, all of the Employee Shares relating to such Employee shall be either, subject to the discretion of the Investor Majority (i) acquired by the Company or its nominee (subject always to the provisions of the Act) at the Fair Value or (ii) shall be retained by the Employee.

Suspension of voting rights

- 18.5. All voting rights attached to Employee Shares held by an Employee (the "**Restricted Member**"), if any, shall at the time he ceases to be an Employee be suspended unless or until the Investor Majority notifies him otherwise.
- 18.6. Any Employee Shares whose voting rights are suspended pursuant to Article 18.5 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 18.5 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

19. Mandatory Offer on a Change of Control

- 19.1. Except in the case of transfers pursuant to Articles 17 and 18, after going through the pre-emption procedure in Article 15, the provisions of Article 19.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 19.2. A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 19.7).
- 19.3. The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**").
- 19.4. If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 19.5. If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 19.6. The Proposed Transfer is subject to the pre-emption provisions of Article 15 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 15.
- 19.7. For the purpose of this Article:
- (a) the expression "**Specified Price**" shall mean in respect of each Equity Share a sum in cash equal to the highest price per Equity Share of the same class as offered or paid by the Proposed Purchaser:

- (i) in the Proposed Transfer; or
- (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 19.7(b), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Equity Shares (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 6 and 7 and that any Relevant Sum shall be determined on a share class by share class basis;

(b) **Relevant Sum** = $C \div A$

where: A = number of Equity Shares in a specified share class being sold in connection with the relevant Proposed Transfer;

 C = the Supplemental Consideration offered in relation to the share class relevant to A.

20. Tag-along

20.1. In the event of a Proposed Transfer to a third party of 50.5 per cent or more greater of any of the Ordinary Shares, A1 Ordinary Shares, A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, the Proposed Seller may not complete that transfer unless it has first procured the making by the proposed buyer(s) of an offer (the "**Tag Offer**"), in accordance with Article 20.2, to all of the holders of the respective share classes to acquire all of their Shares together with all their interests in and rights in respect of such Shares.

20.2. Any purchases pursuant to the Tag Offer shall be completed at the same time as the completion of the sale of Shares first sold pursuant to the Proposed Transfer to a third party and the first sale shall not complete unless the purchase of all Shares the subject of acceptance of the Tag Offer is completed at the same time. The Tag Offer must:

- (a) be in Writing;
- (b) be delivered to the intended recipient by recorded delivery to his address as shown in the register of members;
- (c) identify the Shares to which it relates;
- (d) in the case of the Ordinary Shares, be for an amount per Share equal to the price per share offered for the Ordinary Shares of the Proposed Seller;
- (e) in the case of the A1 Ordinary Shares, be for an amount per share equal to the price per share offered for the A1 Ordinary Shares of the Proposed Seller;
- (f) in the case of the A Ordinary Shares, be for an amount per share equal to the price per share offered for the A Ordinary Shares of the Proposed Seller;
- (g) in the case of the B Ordinary Shares, be for an amount per share equal to the price per share offered for the B Ordinary Shares of the Proposed Seller;

- (h) in the case of the C Ordinary Shares, be for an amount per share equal to the price per share offered for the C Ordinary Shares of the Proposed Seller;
 - (i) specify that completion of the purchase will be conditional on the completion of the Proposed Transfer to a third party and will occur at the same time as completion of the sale of Shares first sold pursuant to the Proposed Transfer of shares to a third party;
 - (j) be open for acceptance for a period of not less than 10 Business Days; and
 - (k) otherwise have no terms or conditions that are less favourable for the offeree Shareholder than for the Proposed Seller.
- 20.3. The transfer of Shares pursuant to the Tag Offer is not subject to any of the restrictions on the transfer of Shares under these Articles.

No Tag Offer need be issued if a Drag Along Notice has been served under Article 21.

21. Drag-along

21.1. If the holders of the Ordinary Shares, the A Ordinary Shares, the A1 Ordinary Shares, the B Ordinary Shares, and/or the C Ordinary Shares (the "**Selling Shareholders**") wish to transfer 50.5 per cent or more of their interest in any of the Ordinary Shares, the A1 Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares and/or the C Ordinary 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 that class of shares (each a "Called Shareholder" and together the "**Called Shareholders**") to sell and transfer all their shares of that class 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 forthwith copy to the Called Shareholders, at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article;
- (b) the person to whom they are to be transferred;
- (c) the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (calculated in accordance with this Article);
- (d) the proposed date of transfer, and
- (e) 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 (b) to (d) 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. 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.

- 21.4. The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid, allotted or transferred by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 6 and 7 (the “**Drag Consideration**”).
- 21.5. In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for a lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Shares held by such Called Shareholder.
- 21.6. Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Called Shareholder shall deliver:
- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity for a lost certificate in a form acceptable to the Board) to the Company; and
 - (c) a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the “**Drag Documents**”).
- 21.7. 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 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 pay interest.
- 21.8. To the extent that 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 in respect of their Shares.
- 21.9. If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 21 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid, 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. The defaulting Called Shareholder shall surrender his share

certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

- 21.10. Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 15.
- 21.11. On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

Asset Sale

- 21.12. In the event that an Asset Sale is approved by the Board after obtaining Investor Majority Consent, such consenting Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of Articles 6 and 7.

22. General meetings

- 22.1. 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.
- 22.2. 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 75 per cent in nominal value of the Ordinary 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.
- 22.3. 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.
- 22.4. 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.
- 22.6. 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.

- 22.7. 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.
- 22.8. 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.

23. Proxies

- 23.1. 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)".
- 23.2. 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:
- (a) 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;
 - (b) 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
 - (c) 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.

24. Directors' borrowing powers

The Directors may, with Investor Majority Consent, 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 of obligation of the Company or of any third party.

25. Alternate Directors

- 25.1. Any person appointed as a Director (the "**Appointer**") may with Investor Majority Consent appoint any director or any other person as he thinks fit to be his alternate Director to:
- (a) exercise that Director's powers; and
 - (b) 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.

25.2. 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.

25.3. The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

25.4. 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.

25.5. Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) 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.

25.6. A person who is an alternate Director but not a Director:

- (a) 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
- (b) 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.

25.7. 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).

25.8. 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.

25.9. An alternate Director's appointment as an alternate shall terminate:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;

- (c) on the death of the alternate's Appointor; or
- (d) when the alternate's Appointor's appointment as a Director terminates.

26. Number of Directors

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

27. Appointment of Directors

- 27.1. The appointment and removal of a Director shall be subject to Investor Majority Consent and be effected by written notice to the Company and shall take effect on delivery at its registered office or at any meeting of the Board of committee thereof.
- 27.2. In addition to the powers of appointment under article 17(1) of the Model Articles, each Founder for so long as he holds not less than 20 per cent of the Equity Shares in issue shall be entitled to nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove that Director from office. Each Founder shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place.
- 27.3. Each Director appointed by a Founder pursuant to Article 27.2 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.
- 27.4. Each Founder, provided that he holds not less than 10 per cent of the Ordinary Shares, shall be entitled to appoint one person to act as an observer to the Board, to the board of directors of any Subsidiary Undertaking and any committee of the Board or board of directors of any Subsidiary Undertaking established from time to time. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.

28. Disqualification of Directors

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

- (b) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
- (c) unless he is a Director appointed by a Founder pursuant to Article 28.2, if a majority of his co-Directors serve notice on him in writing, removing him from office.

29. Proceedings of Directors

- 29.1. The quorum for Directors' meetings shall be two Directors who must include at least one Director appointed by a Founder pursuant to Article 27.2 (save that where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors

present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

- 29.2. In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum, the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 29.3. 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.
- 29.4. 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.
- 29.5. 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.
- 29.6. Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.
- 29.7. 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.

30. Directors' interests

Specific interests of a Director

- 30.1. 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:
 - (a) 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;
 - (b) 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;
 - (c) 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;

- (d) 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;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- (f) 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;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

Interests of which a Director is not aware

- 30.2. For the purposes of this Article 30, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 30.3. In any situation permitted by this Article 30 (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

- 30.4. 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:

- (a) 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:
 - (i) 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;
 - (ii) 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
 - (iii) restricting the application of the provisions in Articles 30.5 and 30.6, so far as is permitted by law, in respect of such Interested Director;
- (b) 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 31.

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

- 30.5. Subject to Article 30.6 (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 30), 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:
- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
 - (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 30.6. 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 30.5 shall apply only if the conflict arises out of a matter which falls within Article 30.1 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

- 30.7. 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:
- (a) 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
 - (b) 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 to declare an interest

- 30.8. Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 30.1 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:
- (a) falling under Article 30.1(g);
 - (b) 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
 - (c) 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

- 30.9. 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 30.
- 30.10. For the purposes of this Article 30:
- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
 - (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
 - (c) 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.

31. Notices

- 31.1. 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:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) (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 31.

Notices in hard copy form

- 31.2. 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):
- (a) to the Company or any other company at its registered office; or
 - (b) to the address notified to or by the Company for that purpose; or
 - (c) 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
 - (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
 - (e) 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

- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

31.3. 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:

- (a) if delivered, at the time of delivery;
- (b) if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

31.4. Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
- (b) 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 31.2; or
- (c) 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:
 - (i) on its website from time to time; or
 - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time.

31.5. Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
- (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
- (c) if delivered in an electronic form, at the time of delivery; and
- (d) if sent by any other electronic means as referred to in Article 31.4(c), at the time such delivery is deemed to occur under the Act.

31.6. 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

31.7. 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

- 31.8. 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.
- 31.9. 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).

32. Indemnities and insurance

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

(a) 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:

- (i) any liability incurred by the director to the Company or any associated company; or
- (ii) 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
- (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which he is convicted;
 - (B) 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
 - (C) 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 32.1(a)(i), 32.1(a)(iii)(B) and 32.1(a)(iii)(C) applying;

- (b) 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.

- 32.2. 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.

33. Data Protection

- 33.1. Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a **"Recipient"**) for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group (**"Recipient Group Companies"**) and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

34. Secretary

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.

35. Lien

- 35.1. The Company shall have a first and paramount lien (the **"Company's Lien"**) over every Share (whether or not a fully paid share) for all and any indebtedness of any holder of it to the Company or any Member of the same Group (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable.

- 35.2. The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) 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.

- 35.3. Subject to the provisions of this Article 35, if:

- (a) a notice complying with Article 35.4 (a **"Lien Enforcement Notice"**) has been given by the Company in respect of a Share; and

(b) 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.

35.4. A Lien Enforcement Notice:

- (a) 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;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) 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
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

35.5. Where any Share is sold pursuant to this Article 35:

- (a) 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
- (b) 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.

35.6. 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:

- (a) 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;
- (b) 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 the 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.

35.7. 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:

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

36. Call Notices

36.1. Subject to these Articles and the terms on which Shares are allotted, the Directors may with Investor Majority Consent 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.

36.2. A Call Notice:

- (a) 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);
- (b) shall state when and how any call to which it relates it is to be paid; and
- (c) may permit or require the call to be paid by instalments.

36.3. A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.

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

- (a) revoke it wholly or in part; or
- (b) 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.

36.5. 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.

36.6. 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:

- (a) pay calls which are not the same; or
- (b) pay calls at different times.

36.7. 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):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of issue.

36.8. If the due date for payment of such a sum as referred to in Article 36.7 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.

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

- (a) the Directors may issue a notice of intended forfeiture to that person; and
- (b) 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).

36.10. For the purposes of Article 36.9:

- (a) 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;
- (b) the “**Relevant Rate**” shall be:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (ii) 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
 - (iii) 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).

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

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

37. Forfeiture of Shares

37.1. A notice of intended forfeiture:

- (a) 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;
- (b) 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;
- (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
- (d) shall state how the payment is to be made; and
- (e) 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.

37.2. 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 with Investor Majority Consent 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.

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

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

- 37.4. Any Share which is forfeited in accordance with these Articles:
- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
 - (b) shall be deemed to be the property of the Company; and
 - (c) may be sold, re-allotted or otherwise disposed of as the Investor Majority think fit.
- 37.5. If a person's Shares have been forfeited then:
- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
 - (b) that person shall cease to be a Shareholder in respect of those Shares;
 - (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
 - (d) 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
 - (e) the Investor Majority 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.
- 37.6. At any time before the Company disposes of a forfeited Share, the Investor Majority 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.
- 37.7. 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.
- 37.8. 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:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 37.9. 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.
- 37.10. 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:
- (a) was, or would have become, payable; and
 - (b) 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.

38. Surrender of Shares

38.1. A Shareholder shall be entitled to surrender any Share:

- (a) in respect of which the Directors issue a notice of intended forfeiture;
- (b) which the Directors forfeit; or
- (c) which has been forfeited.

The Directors shall be entitled to accept the surrender of any such Share.

38.2. The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.

38.3. 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.

39. Authority to capitalise and appropriation of capitalised sums

39.1. The Board may, if authorised to do so by an ordinary resolution (and acting with and subject to Investor Majority Consent);

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Shareholders Entitled**").

Article 36 of the Model Articles shall not apply to the Company.

39.2. Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (acting with and subject to Investor Majority Consent) deem appropriate.

39.3. 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 Shareholders Entitled or as they may direct.

39.4. 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 Shareholders Entitled or as they may direct.

39.5. Subject to the Articles the Board may acting with and subject to Investor Majority Consent:

- (a) apply Capitalised Sums in accordance with Articles 39.3 and 39.4 partly in one way and partly another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 39; and
- (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 39.