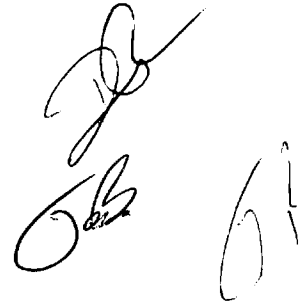


Company number: 14499030



**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

TGBTGB LIMITED

(adopted by the Company on 15 February 2023)

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1 DEFINITIONS AND INTERPRETATION

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

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

6% Fixed Rate Loan Notes the £955,000 6% fixed rate secured loan notes 2033 of the Company constituted by the 6% Fixed Rate Loan Note Instrument;

6% Fixed Rate Loan Note Instrument the instrument dated on or around the Date of Adoption constituting the 6% Fixed Rate Loan Notes;

10% Fixed Rate Loan Notes the £1,300,000 10% fixed rate secured loan notes 2028 of the Company constituted by the 10% Fixed Rate Loan Note Instrument;

10% Fixed Rate Loan Note Instrument the instrument dated on or around the Date of Adoption constituting the 10% Fixed Rate Loan Notes;

Acceptance Notice has the meaning given in Article 16.4;

Acceptance Period has the meaning given in Article 16.4;

Act the Companies Act 2006 as amended, modified or re-enacted from time to time (subject always to Article 1.3);

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

Appointor has the meaning given in Article 8.1;

Articles these articles of association;

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 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 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);

Available Profits	means profits available for distribution within the meaning of part 23 of the Act;
Bad Leaver	a person who ceases to be an Employee as a consequence of: (a) such person's resignation as an Employee, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case of unfair dismissal as a result of a procedural defect; or (b) that person's dismissal as an Employee for a Cause;
Bankruptcy	an adjudication of bankruptcy by a court in England or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England or Northern Ireland which have an effect similar to that of bankruptcy;
Board	means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;
Business Day	any day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London;
Called Shareholders	has the meaning given in Article 18.1;
Called Shares	has the meaning given in Article 18.2.1;
Capitalised Amount	has the meaning given in Article 21.1.2;
Cause	(a) the lawful termination of a person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy; and/or (b) that person's fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996;
Chair	has the meaning given in Article 4.6.1;
Chair of the Meeting	has the meaning given in Article 23.4;
Clear Business Days	in relation to a period of notice, a period of the specified length excluding the day on which notice is given and the day for which it is given or on which it is to take effect;
Companies Acts	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
Company Secretary	the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary, if any;

Controlling Interest	an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;
CTA 2010	the Corporation Tax Act 2010;
Date of Adoption	the date on which these Articles were adopted;
Director	a director of the Company, and includes any person occupying the position of director, by whatever name called;
Distribution Recipient	has the meaning given in Article 20.3.2;
Drag Along Notice	has the meaning given in Article 18.2;
Drag Along Option	has the meaning given in Article 18.1;
Drag Consideration	has the meaning given in Article 18.4;
Drag Documents	has the meaning given in Article 18.6;
Drag Purchaser	has the meaning given in Article 18.1;
Effective Termination Date	the date on which the Employee gives or is given notice to terminate his employment or consultancy;
Eligible Director	means: (a) in relation to a matter proposed at a Directors' meeting, a Director who is entitled to vote and to have that vote counted in relation to that particular matter at the meeting; or (b) in relation to a decision of the Directors taken in accordance with Article 4.2, a Director who would have been entitled to vote and to have that vote counted had the matter in question been proposed at a Directors' meeting;
Employee	an individual who is employed by or who provides consultancy services to, the Company or any member of the Group (excluding Duncan Joseph Christopher Russell and Thomas Bucknell);
Employee Shares	in relation to an Employee all Shares held by: (a) the Employee in question; and (b) any Permitted Transferee of that Employee, including any Shares that an Employee holds as result of exercising option(s) under any Share Option Plan(s);

Excess Shares	has the meaning given in Article 12.2.2;
Family Trust	in relation to a Shareholder or other person, a trust or settlement set up wholly for the benefit of that person and/or that person's Privileged Relations and no power of control is capable of being exercised by, or is subject to the consent of, any person other than the settlor or any of his or her Privileged Relations or the trustees of the Family Trust;
Fair Price	a price per Share determined or agreed in accordance with Article 16.3;
Founders	Duncan Joseph Christopher Russell and Thomas Bucknell (each a Founder);
fully paid	in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
Good Leaver	a person who ceases to be an Employee and who is not a Bad Leaver and shall include, without limitation, when the Directors determine that a person is not a Bad Leaver;
Group Company	each of the Company, its ultimate parent undertaking and each Subsidiary for the time being of the Company and of such ultimate parent undertaking;
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);
Minimum Transfer Condition	has the meaning given in Article 16.2.4;
New Shareholder	has the meaning given in Article 18.11;
Offer	has the meaning set out in Article 17.2;
Ordinary Resolution	an ordinary resolution of the Shareholders within the meaning of section 282 of the Act;
Ordinary Shareholders	the persons who are entered in the Company's register of members as the holders of Ordinary Shares each an Ordinary Shareholder ;
Ordinary Shares	the ordinary shares of £0.01 each in the capital of the Company each an Ordinary Share ;
Original Shareholder	in relation to a Permitted Transfer, the transferor or (in the case of a series of Permitted Transfers) the original transferor in the series;

paid	paid or credited as paid;
Permitted Transfer	a transfer to a Permitted Transferee;
Permitted Transferee	a Privileged Relation or Family Trust;
Privileged Relation	in relation to any transfer of Shares, the children (including step and/or adopted children) aged 18 years or over, spouse or civil partner of the Original Shareholder and for the purposes of these Articles any individual who becomes divorced or whose civil partnership is dissolved shall on the grant of the decree absolute or final dissolution cease to be a Privileged Relation of his or her former spouse or partner;
Persons Entitled	has the meaning given in Article 21.1.2;
Preference Shareholders	the persons who are entered in the Company's register of members as the holders of Preference Shares each a Preference Shareholder ;
Preference Shares	the preference shares of £0.01 each in the capital of the Company each a Preference Share ;
Proposed Purchaser	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 17.3;
Proposed Sale Notice	has the meaning given in Article 17.3;
Proposed Seller	any person proposing to transfer any shares in the capital of the Company;
Proposed Transfer	has the meaning given in Article 17.1;
Proxy Notice	has the meaning given in Article 25.1;
Qualifying Person	has the meaning given in Article 23.3;
Recipient	has the meaning given in Article 16.4;
Relevant Amount	has the meaning given in Article 17.7.2;
Relevant Loss	any loss or liability which has been made or incurred by the Relevant Officer in connection with the Relevant Officer's duties or powers in relation to the Company, any Group Company or any pension fund or employees' share scheme of the Company or Group Company;

Relevant Officer	any Director or other officer or former Director or other officer of the Company or any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)), but excluding in each case any person engaged by the Company (or a Group Company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor;
Restricted Member	shall have the meaning set out in Article 19.2
Restricted Shares	shall have the meaning set out in Article 19.3;
Sale	the sale of the whole of the issued share capital of the Company to a single buyer or to one or more buyers as part of a single or connected transactions;
Sale Agreement	has the meaning given in Article 18.2.5;
Seller	a Shareholder who gives a Transfer Notice;
Sellers' Shares	has the meaning given in Article 18.1;
Selling Shareholders	has the meaning given in Article 18.1;
Share Option Plan(s)	means the share option plan(s) of the Company;
Shareholder	a person who is registered in the Company's register of members as the holder of a Share;
Shares	shares in the Company;
Situational Conflict	in relation to a Director, any situation which may or will give rise to a direct or indirect conflict between the interests of that Director and the interests of the Company (including a conflict which would arise by a virtue of his appointment as a Director);
Special Resolution	a special resolution of the Shareholders within the meaning of section 283 of the Act;
Specified Price	has the meaning given in Article 17.7.1;
Subscription Price	the nominal value of any Share plus any premium paid or deemed paid for the issue and allotment of such Share;
Subsidiary	has the meaning given to subsidiary undertaking in section 1162 of Act;
Supplemental Consideration	has the meaning given in Article 17.7.1;

Transfer Notice	a notice to the Company offering to sell to the other Shareholders the legal and beneficial interest in all or any of the Shares registered in the name of the Shareholder giving that notice;
Transfer Shares	the number of Shares registered in the Seller's name specified in the relevant Transfer Notice; and
Transmittee	a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law.

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

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

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

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

1.5 In these Articles:

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

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

1.5.3 references to an **instrument** shall be a reference to a document in hard copy form;

1.5.4 references to **written** or **writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

1.5.5 words importing one gender shall where the context admits include all or any genders; and

1.5.6 references to **persons** includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and any trusts (in each case whether or not having separate legal personality).

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

2 **LIABILITY OF SHAREHOLDERS**

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

3 **DIRECTORS' POWERS AND RESPONSIBILITIES**

3.1 **Directors' general authority**

Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

3.2 Shareholders' reserve power

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

3.3 Directors may delegate

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

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

3.3.2 as they think fit.

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

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

3.4 Committees

3.4.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

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

4 DECISION MAKING BY DIRECTORS

4.1 Directors to take decisions collectively

4.1.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 4.2.

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

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

4.2 Unanimous decisions

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

4.3 **Calling a Directors' meeting**

- 4.3.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice. The Company Secretary must call a Directors' meeting if a Director so requests.
- 4.3.2 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 4.3.3 Subject to these Articles, notice of a Directors' meeting must be given to each Director and may be given either personally or in hand a copy form or by electronic means or by any other means authorised by the Director concerned.
- 4.3.4 Notice of a Directors' meeting need not be given to Directors who are not entitled to receive notice, or who have elected not to receive notice of that meeting pursuant to Article 5.4.1 or who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company in advance of the meeting or not more than five Business Days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

4.4 **Participation in Directors' meetings**

Any Director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all other persons present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the Directors' meeting is then present.

4.5 **Quorum for Directors' meetings**

- 4.5.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 4.5.2 The quorum for the transaction of business of the Directors shall be two save where the Company only has a sole Director when the quorum shall be one.
- 4.5.3 If the total number of Directors for the time being is less than the quorum required the Directors must not take any decision other than a decision to appoint further Directors or to call a general meeting as to enable the Shareholders to appoint further Directors.

4.6 **Chairing of Directors' meetings and casting vote**

- 4.6.1 The Directors may appoint a Director to chair their meetings and the person so appointed for the time being is known as the **Chair**.
- 4.6.2 The Directors may terminate the Chair appointment at any time.
- 4.6.3 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

4.6.4 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the Chair or other Director chairing the meeting shall have a casting vote.

4.6.5 Article 4.6.4 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the Chair or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

4.7 Records of decisions to be kept

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

5 CONFLICTS OF INTEREST

5.1 Transactional Conflicts

5.1.1 A Director, who is in any way, whether directly or indirectly, interested in any proposed transaction or arrangement with the Company, or any transaction or arrangement that has been entered into by the Company, shall declare the nature and extent of his interest to the other Directors to the extent required by, and in accordance with, the Act.

5.1.2 To the extent permitted by the Act, and provided he has declared the nature and extent of his interest, a Director may vote, at any meeting of the Directors or at any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a transaction or arrangement in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution, his vote shall be counted and in relation to any such resolution he shall (whether or not he shall vote on the resolution) be taken into account in calculating the quorum present at the meeting.

5.2 Situational Conflicts

5.2.1 The Directors may, to the fullest extent permitted by law, in accordance with the requirements set out in this Article 5.2, authorise any Situational Conflict proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act.

5.2.2 Any authorisation under this Article 5.2 will be effective only if:

- (a) the matter in question shall have been proposed by the relevant Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- (c) the matter was agreed to without the Director in question voting or would have been agreed to if his vote had not been counted.

5.2.3 Any authorisation of a Situational Conflict under this Article 5.2 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such term and for such duration, or impose such limits or conditions, as the Directors may determine; and

- (c) be terminated or varied by the Directors or Shareholders at any time;

and this will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

5.2.4 Where the Directors authorise a Situational Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Situational Conflict;
- (b) is not given any documents or other information relating to the Situational Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Situational Conflict.

5.2.5 Where the Directors authorise a Situational Conflict:

- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Situational Conflict; and
- (b) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

5.3 **Director's Permitted Interests**

5.3.1 Provided that (a) they have declared the nature and extent of their interest in accordance with (and to the extent required by) the provisions of Article 5.2; and (b) the Directors or the Shareholders have not (upon request) refused to give specific authorisation for a particular situation or matter; and (c) the Directors and Shareholders have not otherwise resolved pursuant to Article 5.2 that a particular situation or matter shall no longer be authorised, a Director, notwithstanding their office, shall be authorised:

- (a) to enter into, or otherwise be interested in, any transaction or arrangement with the Company or any other Group Company or in which the Company (or any other Group Company) is interested, either with regard to his tenure of any office or position in the management, administration or conduct of its business or as seller, buyer or otherwise;
- (b) to hold any office or place of profit (except that of auditor) with, or to be employed by or a consultant to or otherwise interested (including by way of the holding of Shares or securities convertible into Shares) in the Company or any other Group Company;
- (c) to act by himself or by any firm of which they are a partner, director, employee or member in a professional capacity (except as auditor) for the Company or any other Group Company and they or their firm shall be entitled to remuneration for professional services as if they were not a Director; and
- (d) to be a Director of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a Director of the Company or that other company (whichever is the later),

and such authorisations shall extend to any direct or indirect interest that conflicts or possibly may conflict with the interests of the Company which may reasonably be expected to arise out of the situations and matters so authorised and which is capable of being authorised at law. No authorisation shall be required pursuant to Article 5.2 of any such situation or matter authorised by this Article 5.3.

5.3.2 The authorisations given pursuant to and the other provisions of Article 5.3.1 shall extend to and include, without limitation, direct or indirect interests of a Director which arise (or which may potentially arise) due to:

- (a) any transaction entered into by the Director in relation to shares (or securities convertible into shares) debentures or other securities in the Company or any other Group Company;
- (b) any guarantee, security or indemnity given or proposed to be given by any Group Company to, or to any person for the benefit of any other Group Company;
- (c) the recommendation, declaration and payment of any dividend or other distribution by the Company;
- (d) any transaction or arrangement proposed, made, terminated or varied between the Company and any other Group Company including without limitation transactions or arrangements relating to the sale and supply of goods and services, the borrowing or advancing of money and the use of property and other assets; and
- (e) any claim or right arising between the Company and any other Group Company provided that it shall be a term and condition of the authorisation given pursuant to this Article (e) that the Director shall not be entitled to vote or participate in any discussions relating to the exercise, enforcement or pursuance of any claim or right so authorised.

5.3.3 For the purposes of this Article 5.3:

- (a) an interest of: (a) a person who is connected with a Director (within the meaning of section 252 of the Act); and (b) the Appointor in relation to any alternate; shall be treated as an interest of the Director or the alternate (as appropriate) in each case in addition to any interest which the Director or alternate otherwise has; and
- (b) any authorisation of a situation or matter pursuant to this Article 5.3 relating to a Group Company shall be effective only for so long as the relevant Group Company remains a Group Company.

5.4 **Directors' Interests: General**

5.4.1 Where this Article 5.4.1 applies, a Director shall be deemed to have the authority, without breaching the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006, to take (and shall take if so requested by the other Directors or the Shareholders) such steps as may be necessary or desirable for the purpose of managing any conflict of interest to which this Article 5.4.1 applies, including (without limitation) by:

- (a) complying with any procedures laid down from time to time by the Directors or Shareholders for the purpose of managing conflicts of interest generally or any specific procedures approved by the Directors or Shareholders in relation to the situation, matter or interest in question;

- (b) excluding themselves from attending and voting at board meetings or otherwise participating in Directors' decision making to the extent such decision making relates to such conflict of interest or from participating in discussions (whether at meetings of the Directors or otherwise), or receiving documents or information to the extent relating to any such conflict of interest (including without limitation, notice of meetings, board papers, minutes or draft minutes, Directors' written resolutions and legal advice given to any Group Company);
- (c) arranging for documents or information relating to any conflict of interest to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for them to have access to such documents or information; and/or
- (d) not disclosing to the Company, or not using in relation to the Company's affairs, information which he obtains or has obtained otherwise than through their position as a Director which relates to a conflict of interest and which is confidential to a third party, where to do so would amount to a breach of confidence or breach of duty to the third party.

5.4.2 Article 5.4.1 shall apply where a Director has or could have:

- (a) a Situational Conflict provided that the Situational Conflict or the existence of the situation or relationship leading to the Situational Conflict has been authorised by the Shareholders or pursuant to Article 5.2 or 5.3 and unless otherwise specified by the terms and conditions of such authorisation; and
- (b) a direct or indirect interest in a transaction or arrangement with the Company and such interest has been declared to the other Directors to the extent required by the Companies Act 2006.

5.4.3 Where a Director obtains or has obtained information, otherwise than through his position as a Director, which is confidential to a third party other than the Company, then provided that the duty of confidentiality does not arise out of a situation in which the Director has or may have a direct or indirect conflict of interest, the Director shall not be required to disclose such information to the Company or use it in relation to the Company's affairs. This Article 5.4.3 is without prejudice to the ability of a Director to withhold such information from the Company in accordance with the provisions of Article 5.4.1.

5.4.4 Articles 5.4.1 and 5.4.3 are without prejudice to any equitable principle or rule of law which may otherwise excuse or release the Director from any requirement to disclose information or use information in relation to the Company's affairs, participate in discussions or receive documents or information.

5.4.5 For the avoidance of all doubt, references in this Article 5 to a conflict of interest include:

- (a) direct and indirect conflicts of interest; and
- (b) a conflict of interest and duty and a conflict of duties.

5.4.6 No Director shall by reason of his office as a Director of the Company (or by reason of the fiduciary relationship established by holding that office), be liable to account to the Company for any benefit derived from:

- (a) any transaction or arrangement with the Company provided that the Director has declared the nature and extent of his interest in such transaction or arrangement to the extent required by and in accordance with the Act;
- (b) any Situational Conflict to the extent that such Situational Conflict has been authorised by the Shareholders in accordance with the Act, by the Directors in accordance with Article 5.2 or by these Articles in accordance with Article 5.3;

and no transaction or arrangement shall be liable to be avoided by reason of the interest of any Director to the extent that it has been so declared or authorised.

6 APPOINTMENT OF DIRECTORS

6.1 Number of Directors

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

6.2 Methods of appointing Directors

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

- (a) an Ordinary Resolution; or
- (b) a decision of the Directors,

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

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

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

6.3 Termination of Director's appointment

A person ceases to be a Director as soon as:

- 6.3.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- 6.3.2 (in the case of a Director who is a natural person) a Bankruptcy order is made against that person or that person enters into an arrangement or a composition with his creditors generally in satisfaction of his debts;
- 6.3.3 (in the case of a Director which is a body corporate) that body corporate (i) passes any resolution for a voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986 or otherwise) or is wound up by the court; (ii) is the subject of an administration order or an administrator is appointed in respect of that body corporate; (iii) makes any proposal under Part 1 Insolvency Act 1986 or otherwise for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or makes any proposal under part 26 of the Act or otherwise for a compromise or arrangement between it and its creditors or any class of them, makes any arrangement or compromise with its creditors generally or ceases to carry on all or substantially all of its business; (iv) has an administrative receiver, receiver or

manager appointed over all or any substantial part of its assets or is the subject of any occurrence substantially similar in nature or effect, whether in England or any other jurisdiction.

- 6.3.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than six months;
- 6.3.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 6.3.6 (where the Director has not participated in decision making of the Directors for more than six months and the Directors reasonably believe this to be by virtue of any mental or physical incapacity of the Director) the Directors, resolve that his office be vacated; or
- 6.3.7 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

7 DIRECTORS' REMUNERATION AND EXPENSES

- 7.1 Directors may undertake any services for the Company that the Directors decide and shall be entitled to such remuneration as the Directors determine:
 - 7.1.1 for their services to the Company as Directors, and
 - 7.1.2 for any other service which they undertake for the Company.
- 7.2 Subject to these Articles, a Director's remuneration may:
 - 7.2.1 take any form, and
 - 7.2.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 7.3 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 7.4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested.
- 7.5 The Company may pay any reasonable expenses which the Directors (including alternate Directors) properly incur in connection with their attendance at:
 - 7.5.1 meetings of Directors or committees of Directors,
 - 7.5.2 general meetings, or
 - 7.5.3 separate meetings of the Shareholders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

8 ALTERNATE DIRECTORS

- 8.1 A Director (the **Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors to:
 - 8.1.1 exercise that Director's powers; and
 - 8.1.2 carry out that Director's responsibilities,

- in relation to the making of decisions by the Directors, in the absence of the alternate's Appointor.
- 8.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor or in any other manner approved by the Directors.
- 8.3 The notice must:
- 8.3.1 identify the proposed alternate; and
 - 8.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate, that the proposed alternate is willing to act as an alternate of the Director giving the notice.
- 8.4 An alternate Director may act as alternate Director to more than one Director and has the same rights to any decision of the Directors as the alternate's Appointor.
- 8.5 Except as these Articles specify otherwise, alternate Directors:
- 8.5.1 are deemed for all purposes to be Directors;
 - 8.5.2 are liable for their own acts and omissions;
 - 8.5.3 are subject to the same restrictions as their Appointors; and
 - 8.5.4 are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of any meetings of committees of Directors of which his Appointor is a member.
- 8.6 A person who is an alternate Director but not a Director:
- 8.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
 - 8.6.2 may participate in decisions of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not participate); and
 - 8.6.3 shall not be counted as more than one Director for the purposes of Articles 8.6.1 and 8.6.2.
- 8.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his 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), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 8.8 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company, for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.
- 8.9 An alternate Director's appointment as an alternate terminates:
- 8.9.1 when the alternate's appointment is revoked (to be proven by notice to the Company in writing specifying when it is to terminate);
 - 8.9.2 on the occurrence in relation to the alternate of any event which if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's appointment as a Director;
 - 8.9.3 on the death of the alternate's Appointor; or

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

9 SHARES: GENERAL

Classes of Share

9.1 The Company's share capital as at the date of adoption of these Articles is divided into Ordinary Shares and Preference Shares. The Ordinary Shares and Preference Shares rank *pari passu* in all respects save as otherwise set out in these Articles.

Powers to issue different classes of Share

9.2 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.

9.3 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

9.4 Company not bound by less than absolute interests

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

9.5 Share certificates

9.5.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds. If more than one person holds a Share, only one certificate may be issued in respect of it.

9.5.2 Every certificate must specify:

- (a) in respect of how many Shares, of what class, it is issued;
- (b) the nominal value of those Shares;
- (c) that the Shares are fully paid; and
- (d) any distinguishing numbers assigned to the Shares,

and no certificate may be issued in respect of Shares of more than one class.

9.5.3 Certificates must have affixed to them the Company's common seal, or be otherwise executed in accordance with the Companies Acts.

9.6 Replacement share certificates

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

9.6.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

9.6.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

- 9.6.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

9.7 **Partly paid Shares**

All shares shall be issued fully paid other than shares taken by the subscriber(s) to the Company's memorandum on the formation of the Company.

9.8 **Redemption**

- 9.8.1 The Preference Shares shall, subject to the Act, be redeemed on or before the earlier of:

- (a) the second anniversary of the repayment in full of the 6% Fixed Rate Loan Notes;
- (b) the twelfth anniversary of the Date of Adoption.

- 9.8.2 The Company shall redeem all the Preference Shares then in issue immediately prior to either a Sale or an IPO.

- 9.8.3 The Company may, at any time on not less than 20 Business Days' notice in writing to the holders of Preference Shares, redeem, in multiples of not less than 25 Preference Shares, such total number of Preference Shares as is specified in such notice.

- 9.8.4 Subject to the Act, the Founders may require the Company (a **Founder Redemption Notice**) to redeem all of the Preference Shares at that time in issue, if at any time:

- (a) the Company has not (for whatever reason) paid the Preference Dividend within ten Business Days of the due date;
- (b) the Company has not (for whatever reason) redeemed any Preference Shares in accordance with the requirements of this Article within ten Business Days of the due date; or
- (c) there has been proposed a resolution for the winding up of the Company, a resolution for a reduction in the capital of the Company or a resolution varying any of the rights attaching to the Preference Shares,

and, if any Founder Redemption Notice is served, all the Preference Shares will immediately become due for redemption on the date of such notice.

- 9.8.5 On each date on which all or any of the Preference Shares may be redeemed, the Company shall redeem the number of Preference Shares set out in the Founder Redemption Notice and the relevant holder of Preference Shares shall deliver to the Company at its registered office the certificate(s) for the Preference Shares to be redeemed (or an indemnity for lost certificate in a form acceptable to the Board, in respect of any lost certificate(s)) and on such delivery (and against the receipt by the holder of Preference Shares for the redemption moneys payable in respect of his Preference Shares) the Company shall pay each holder of Preference Shares (or, in the case of joint holders, to the holder of Preference Shares whose name stands first in the register of Shareholders in respect of those Preference Shares) the Subscription Amount for each Preference Share being redeemed.

- 9.8.6 The Company shall, in the case of a redemption in full, cancel the share certificate of the holder of Preference Shares concerned, and, in the case of a redemption of part of the holding of Preference Shares included in a certificate, either (a) note the amount and date of redemption on the original certificate or (b) cancel the original certificate and without charge issue a new certificate to the holder for the balance of the Preference Shares not redeemed on that occasion.

9.8.7 If on any due date for redemption of Preference Shares the Company is prohibited by law from redeeming all or any of the Preference Shares then due to be redeemed, it shall on the due date redeem that number of the Preference Shares as it may then lawfully redeem, and if there is more than one holder whose Preference Shares are due to be redeemed then the Preference Shares shall be redeemed in proportion as nearly as may be to their existing holdings of Preference Shares and the Company shall redeem the balance of those shares as soon as practical after it is not so prohibited and, for so long as the prohibition remains and any Preference Shares have not been redeemed (and notwithstanding any other provisions of these Articles) the Preference Dividend shall continue to accrue up to the date of redemption and the Company shall not pay any dividend or otherwise make any distribution of capital or otherwise (except in the ordinary course of business) decrease its profits available for distribution. If the Company fails to make any partial redemption of Preference Shares on any due date for redemption, then subsequent redemptions of Preference Shares shall be deemed to be of those Preference Shares which first became due for redemption.

6.9 If and to the extent that the Board does not approve the redemption for Preference Shares required by the Founder under Article 9.8.1, interest will accrue on the amount that would otherwise be payable if the redemption had been approved by the Board at an annual rate of 3 per cent above the base rate from time to time of The Bank of England, calculated on a daily basis over a 365 day year from and including the date the Board does not approve the redemption to the actual date of payment, compounded to the end of each calendar month in respect of the period from that date up to (and including) the date of actual payment. Such interest will automatically become a debt due from and immediately payable by the Company on the payment date specified in Article 9.8.1 as if the redemption had been so approved by the Board.

10 RETURN OF CAPITAL

On a return of assets on liquidation, winding up, capital reduction or otherwise (except upon the redemption of Shares of any class or the purchase by the Company of its own Shares), the assets of the Company available for distribution amongst Shareholders after payment of its liabilities (**Remaining Assets**) shall be applied in the following manner and order of priority:

- 10.1 first, each Preference Shareholder shall be paid in respect of his holding of Preference Shares in priority to all other Shareholders the Subscription Price paid for the Preference Shares held by them together with any Arrears; and
- 10.2 the balance of the Remaining Assets, if any, shall be distributed to the Ordinary Shareholders pro rata to their holdings of Ordinary Shares.

11 RIGHTS ON SALE

In the event of a Sale then notwithstanding anything to the contrary in the terms and conditions governing such Sale the Shareholders shall procure that the consideration (whenever and howsoever received) shall be distributed amongst the Shareholders in such amounts as would be applicable on a return of capital pursuant to Article 10 (but on the basis that there shall be no requirement to take account of, or pay, any liabilities of the Company in such circumstances).

12 ALLOTMENT OF SHARES

- 12.1 Save to the extent authorised by these Articles, or authorised from time to time by an Ordinary Resolution of the Shareholders, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Share in the Company.

- 12.2 Unless otherwise agreed by Special Resolution, if the Directors propose to issue any Shares, those Shares shall not be allotted to any person unless the Company have first offered them to all Shareholders in proportion as nearly as may be to the number of existing Shares of the same class of Shares held by them respectively. The offer:
- 12.2.1 shall be in writing, shall be open for acceptance for a period of ten Business Days from the date of the offer and shall give details of the number and subscription price of the relevant Shares; and
 - 12.2.2 may stipulate that any Shareholder who wishes to subscribe for a number of Shares in excess of the proportion to which they are entitled shall, in their acceptance, state the number of excess Shares (**Excess Shares**) for which he wishes to subscribe.
- 12.3 Any Shares not accepted by Shareholders pursuant to the offer made to them in accordance with Article 12.2 shall be used for satisfying any requests for Excess Shares made pursuant to Article 12.2.2. If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants in proportion as nearly as may be to the number of existing Shares held by them respectively. After that allotment, any Excess Shares remaining shall be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 12.4 Subject to the remaining provisions of this Article 12, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:
- 12.4.1 offer or allot;
 - 12.4.2 grant rights to subscribe for or convert any security into; and/or
 - 12.4.3 otherwise deal in, or dispose of,
- any Shares to any person, at any time and subject to any terms and conditions as the Directors think proper.
- 12.5 The authority referred to in Article 12.4:
- 12.5.1 shall be limited to 430 Ordinary Shares and 1,800 Preference Shares;
 - 12.5.2 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the Directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired); and
 - 12.5.3 shall only apply insofar as the Company has not renewed, waived or revoked it by Ordinary Resolution.
- 12.6 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Shares made by the Company.

13 SHARES TRANSFERS: GENERALLY

- 13.1 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 the transferor. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share and the Company may retain any instrument of transfer which is registered.
- 13.2 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.

- 13.3 The Directors shall refuse to register any transfer of a Share and shall not register any transfer of a Share prohibited by or not effected in accordance with these Articles and any transfer to a person who they know (with no obligation on the Directors to make enquiries) to be a minor, bankrupt or of unsound mind.

14 TRANSMISSION OF SHARES

- 14.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.
- 14.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require may, subject to these Articles, choose either to become the Shareholder of those Shares or to have them transferred to another person and subject to these Articles (including without limitation Article 15) and pending any transfer of the Shares to another person, has the same rights as the Shareholder had.
- 14.3 Subject to Article 6.2, Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Shareholder's death or Bankruptcy or otherwise, unless they become the Shareholders of those Shares.
- 14.4 Transmitttees who wish to become the Shareholders of Shares to which they have become entitled must notify the Company in writing of that wish. If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it. Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 14.5 If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name has been entered in the register of members.

15 PERMITTED TRANSFERS

- 15.1 Any Share may be transferred by a Shareholder to a Permitted Transferee of such Shareholder.
- 15.2 Any Share in the name or names of:
- 15.2.1 the trustees of a Family Trust may be transferred to a beneficiary of that Family Trust or to the Original Shareholder whose Family Trust it is or to any of such Original Shareholder's Permitted Transferee; or
 - 15.2.2 a Privileged Relation may be transferred to the trustees of a Family Trust of the Original Shareholder or to the Original Shareholder or to any of such Original Shareholder's Privileged Relations; or
 - 15.2.3 the trustees of a Family Trust may be transferred to new or continuing trustees of that trust.
- 15.3 Where any Shares have been transferred pursuant to this Article to a Permitted Transferee and such Permitted Transferee ceases to be a Permitted Transferee (**Cessation Date**), such Permitted Transferee shall within ten Business Days of the Cessation Date transfer all of Shares then owned (directly or indirectly) by them to the Original Shareholder (or his nominated Permitted Transferee) failing which such Permitted Transferee shall be deemed to have served a Transfer Notice in respect of all of the Shares held by or on behalf of such Permitted Transferee and the provisions of Article 15 shall apply accordingly save that such deemed Transfer Notice shall not be capable of being withdrawn in accordance with Article 15.12.

16 PRE-EMPTION ON SHARE TRANSFERS

- 16.1 A Shareholder who wishes to transfer the legal and beneficial interest in any Shares registered in their name other than pursuant to Article 15 shall first give a Transfer Notice to the Company.
- 16.2 The Transfer Notice shall:
- 16.2.1 specify the number and class of Transfer Shares;
 - 16.2.2 specify the cash price per Share which the Seller considers to be the Fair Price of the Transfer Shares;
 - 16.2.3 specify whether any third party has indicated a willingness to buy any of the Transfer Shares within a period of three months prior to the date of the Transfer Notice and, if so, the identity of that third party (and, if the third party is not a natural person, the person believed to control it), the number of Shares concerned, the date of that indication and a summary of the terms of purchase put forward by that third party;
 - 16.2.4 specify whether the transfer is conditional on all or a specified number of the Transfer Shares being sold (a **Minimum Transfer Condition**) but may not otherwise be conditional and in the absence of an express statement will be deemed not to confirm a Minimum Transfer Condition;
 - 16.2.5 not be revocable except with the consent of the Directors; and
 - 16.2.6 constitute the Company the agent of the Seller for the sale of the legal and beneficial interest in the Transfer Shares to all Shareholders on the date of the Transfer Notice (other than the Seller) in accordance with this Article 16 at the Fair Price.
- 16.3 The Fair Price of the Transfer Shares shall be:
- 16.3.1 the price per Share agreed between the Seller and the Directors within 15 Business Days of the date of the Transfer Notice; or
 - 16.3.2 if no agreement is reached pursuant to Article 16.3.1 within such 15 Business Day period the Directors shall appoint the auditors of the Company (or if the Company does not have an auditor its reporting accountant, in which case references in this Clause to **auditors** shall be read as references to such reporting accountants) at the cost of the Company to certify the fair value of the Transfer Shares and their certification shall be the Fair Price. In arriving at the Fair Price the auditors will value the Transfer Shares as at the date the Transfer Notice is given on a going concern basis as between a willing seller and a willing buyer and on the assumption that the Transfer Shares are capable of transfer without restriction, there shall be no discount or premium by reference to the size of the shareholding the Transfer Shares represent and the auditors shall take into account the price per Share, if any, offered by a bona fide third party for the Transfer Shares. If the auditors are not able and/or willing to act the Fair Price shall be determined by a partner of at least ten years standing at a reputable firm of UK accountants nominated by the Seller and the Directors or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of England (an **Independent Expert**) and references in the preceding sentences of this Article 16.3.2 to **auditors** shall be read as references to such Independent Expert.
- 16.4 Within two Business Days of the determination or agreement of the Fair Price the Directors shall send a copy of the Transfer Notice to each Shareholder other than the Seller (each a **Recipient**). Each Recipient shall have the right to buy the Transfer Shares at the Fair Price by providing the Company with a written notice (an **Acceptance Notice**) within 30 Business Days of the date of the Directors' communication enclosing a copy of the Transfer Notice (**Acceptance Period**) and specifying the number of Transfer Shares they wish to purchase. In the event that the Company does not receive an Acceptance Notice from a Recipient within the Acceptance Period that Recipient will be deemed to have declined the offer made to them.

- 16.5 Each Acceptance Notice received by the Company before the end of the Acceptance Period shall be irrevocable and shall give rise to a legally binding agreement between the Seller and the relevant Recipient on the following terms:
- 16.5.1 if the Transfer Notice did not contain a Minimum Transfer Condition it shall be unconditional;
 - 16.5.2 if the Transfer Notice contained a Minimum Transfer Condition it shall only be conditional upon the satisfaction of the Minimum Transfer Condition and if the aggregate number of Shares accepted by the Recipients does not satisfy the Minimum Transfer Condition it shall immediately lapse;
 - 16.5.3 the Recipient shall be bound to buy and the Seller shall be bound to sell a number of the Transfer Shares determined in accordance with Article 16.6; and
 - 16.5.4 the Transfer Shares to be sold to the relevant Recipient shall be sold free from all liens, charge and encumbrances and otherwise with full title guarantee at the Fair Price and together with all rights attaching to relevant Transfer Shares on or after the date of the Transfer Notice including, without limitation, the right to receive all dividends and the right to be sold or allotted any Shares by virtue of the holding of such Transfer Shares.
- 16.6 Subject to Article 16.7, each Recipient from whom the Company receives an Acceptance Notice during the Acceptance Period shall be allocated the number of the Transfer Shares applied for in his Acceptance Notice.
- 16.7 If the aggregate number of Transfer Shares for which the Recipients have applied exceeds the number of Transfer Shares then the number of Transfer Shares shall be allocated according to the class of the Transfer Shares on the following basis of priority:
- 16.7.1 if the Transfer Shares are Preference Shares first to the other Preference Shareholders and next to the Ordinary Shareholders;
 - 16.7.2 if the Transfer Shares are Ordinary Shares first to the other Ordinary Shareholders and next to the Preference Shareholders; and
 - 16.7.3 if, by virtue of the application of the provisions in this Article 16.7, acceptances are received from any class in respect of an aggregate number of Shares which is in excess of that offered then the number of Transfer Shares shall be allocated amongst those who have accepted the same in proportion to the number of Shares of the relevant class held by each accepting Recipient provided that no accepting Recipient shall be obliged to acquire more Transfer Shares than the number for which he has applied and so that the provisions of this Article 16.7 shall continue to apply mutatis mutandis until all Shares which any such Recipient would, but for this proviso, have acquired on the proportionate basis specified above have been allocated accordingly.
- 16.8 The Company shall send to each accepting Recipient and the Seller within two Business Days of the end of the Acceptance Period a notice either confirming that:
- 16.8.1 the Minimum Transfer Condition has not been satisfied and that the Seller's offer to sell the Transfer Shares to the Recipients has lapsed; or
 - 16.8.2 the Minimum Transfer Condition has been satisfied or that the Transfer Notice did not contain a Minimum Transfer Condition and:
 - (a) the date, time and place for completion of the sale and purchase of the Transfer Shares (being not less than two and not more than ten Business Days after the date of the notice);
 - (b) the number of Transfer Shares allocated to each Recipient; and
 - (c) the number of Shares, if any, not accepted by the Recipients and therefore deemed declined.

- 16.9 If the Minimum Transfer Condition has been satisfied or the Transfer Notice did not contain a Minimum Transfer Condition then completion of the sale of the Transfer Shares shall take place at the time and place specified in the Directors' notice given in accordance with Article 16.8 when the following shall take place:
- 16.9.1 each buying Recipient shall pay to the Seller in cash the purchase price for the Transfer Shares bought by that Recipient; and
 - 16.9.2 the Seller shall deliver to each buying Recipient a transfer in respect of the Transfer Shares allocated and to be bought by that Recipient together with the certificate(s) for the Transfer Shares and/or an indemnity in respect of any lost, missing or destroyed share certificate(s) in a form satisfactory to the Directors.
- 16.10 If the Seller fails to transfer all or any of the Transfer Shares or to deliver the share certificate(s) and/or appropriate indemnity in accordance with the requirements of Article 16.9 then the Directors shall nominate one of their number to transfer such Transfer Shares to the relevant Recipient(s) and the Company shall receive the purchase money on behalf of the Seller and hold the same on trust for Seller. Sections 982(2) to (5) and 982(9) of the Act shall apply to such monies with the necessary charges being made. Following receipt by the Company of the purchase monies the Company shall (subject to the payment of any stamp duty by the transferee) register the transferee as the holder of the relevant Transfer Shares and, after such registration, the validity of such proceedings shall not be questioned by any person. On delivery by the Seller of his share certificate(s) comprising the relevant Shares or an indemnity for any lost, missing or destroyed certificate(s) the Seller shall be paid the purchase money.
- 16.11 If in respect of all or any Transfer Shares the Seller's offer lapses or is deemed declined in accordance with the proceeding provisions of this Article 16 then the Seller shall be entitled in pursuance of a bona fide sale (and subject to Article 13.3) to transfer the entire legal and beneficial interest in those Transfer Shares (provided that if the Transfer Notice contained a Minimum Transfer Condition then the transfer must be in respect of no less Shares than specified in the Minimum Transfer Condition) to any third party for a price not less than the Fair Price provided that such transfer takes place and is lodged with the Directors for approval within three months of the end of the Acceptance Period.
- 16.12 A Transfer Notice may be withdrawn with the Director's consent at any time prior to the Directors sending a notice to the Recipients pursuant to Article 16.4, and may not otherwise be withdrawn the Directors will not withhold their consent if the Seller pays all the costs incurred by the Company in connection with the Transfer Notice and the establishment of the Fair Price.
- 16.13 Any reference in this Article 16 to a Shareholder, and the number of Shares held, as at the date of the Transfer Notice shall be deemed to include any person to whom Shares have been allotted (and such allotted Shares) at the date of the Transfer Notice notwithstanding that such allotment has not been entered in the Company's register of members.
- 16.14 References in this Article 16 to a transfer of any Share includes a transfer or grant of any interest in any Shares or any right attaching to any Share whether by way of sale, gift, holding on trust, declaration of trust, charge, mortgage or pledge, or in any other way and whether at law or in equity and also includes an agreement to make any such transfer or grant and any remuneration or other direction by a Shareholder entitled to an allotment, issue or transfer of Shares, that such Shares be allotted, issued or transferred to any other person.

17 TAG ALONG RIGHT

- 17.1 Except in the case of Permitted Transfers and transfers pursuant to Article 18 after going through the pre-emption procedure in Article 16, the provisions of Article 17.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares (the **Proposed Transfer**) which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with them) acquiring Shares in the Company which gives them equating to 75% or more of the Shares.

- 17.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the **Offer**) to the other Shareholders to acquire all of the Shares for a consideration per Share the value of which is at least equal to the Specified Price (as defined in Article 17.7).
- 17.3 The Offer must be given by written notice (a **Proposed Sale Notice**) at least ten Business Days (the **Offer Period**) prior to the proposed sale date (**Proposed Sale Date**). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser.
- 17.4 If any other holder of Shares is not given the rights accorded them 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.
- 17.5 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.
- 17.6 The Proposed Transfer is subject to the pre-emption provisions of Article 16 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 16.
- 17.7 For the purpose of this Article:
- 17.7.1 the expression **Specified Price** shall mean in respect of each Share an amount in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
- (a) in the Proposed Transfer; or
 - (b) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,
- plus an amount equal to the Relevant Amount, as defined in Article 17.7.2, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the **Supplemental Consideration**);
- 17.7.2 $\text{Relevant Amount} = C \div A$
- where:
- A = number of Shares being sold in connection with the relevant Proposed Transfer;
 - C = the Supplemental Consideration.

18 DRAG-ALONG RIGHT

- 18.1 If the holders of 75 per cent of the Shares (the **Selling Shareholders**) wish to transfer all their interest in Shares (the **Sellers' Shares**) to a Proposed Purchaser, the Selling Shareholders shall have the option (the **Drag Along Option**) to compel each other holder of Shares (each a **Called Shareholder** and together the **Called Shareholders**) to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the **Drag Purchaser**) in accordance with the provisions of this Article.
- 18.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **Drag Along Notice**) to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

- 18.2.1 the Called Shareholders are required to transfer all their Shares (the **Called Shares**) under this Article;
- 18.2.2 the person to whom they are to be transferred;
- 18.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article);
- 18.2.4 the proposed date of transfer, and
- 18.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the **Sale Agreement**),

(and, in the case of Articles 18.2.2 to 18.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

- 18.3 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.
- 18.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in proportion to their respective holdings of shares (the **Drag Consideration**).
- 18.5 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 their Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Shares held by such Called Shareholder.
- 18.6 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:
 - 18.6.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - 18.6.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - 18.6.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the **Drag Documents**).
- 18.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 18.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 18 in respect of their Shares.

- 18.9 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 18 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to them. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, they shall be entitled to the Drag Consideration due to them.
- 18.10 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 16.
- 18.11 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

- 18.12 In the event that an Asset Sale is approved by the Board and the holders of 75 per cent of the Shares, 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 after payment by the Company of its liabilities being distributed to Shareholders in proportion to their respective holdings of Shares.

19 DEPARTING EMPLOYEES

- 19.1 Until all 10% Fixed Rate Loan Notes are repaid, and subject to the discretion of the Board (which shall exclude the vote of any Employee which the Board is exercising its discretion over), if any Shareholder ceases to be an Employee, the relevant Employee shall be deemed to have given a Transfer Notice in respect of some or all of the Employee Shares on the Effective Termination Date.

In such circumstances the Transfer Price for the Employee Shares shall be calculated as follows:

- 19.1.1 where the relevant Employee ceases to be an Employee by reason of being a Bad Leaver, the lower of Fair Price and the nominal value of the Employee Shares; or
- 19.1.2 where the relevant Employee ceases to be an Employee by reason of being a Good Leaver, the Fair Price.
- 19.2 All voting rights attached to Employee Shares held by an Employee or by any Permitted Transferee of that Employee (the **Restricted Member**), if any, shall at the time they cease to be an Employee be suspended unless the Board notify them otherwise.

- 19.3 Any Employee Shares whose voting rights are suspended pursuant to Article 19.2 (the **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. 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.

20 DIVIDENDS AND OTHER DISTRIBUTIONS

20.1 Dividends on different classes of Shares

- 20.1.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 20.
- 20.1.2 Save where Article 20.1.3 applies, any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Ordinary Shares (pari passu as if the Ordinary Shares constituted one class of shares) pro rata to their respective holdings of Ordinary Shares.
- 20.1.3 The Company will, without any need for a resolution of the Company but with the approval of the Board in its sole discretion, and before application of any profits to reserve or for any other purpose (including under Article 20.1.2 above), pay in respect of each Preference Share a fixed cumulative cash preferential dividend (the **Preference Dividend**) at the annual rate of 6 per cent of the Subscription Price per Preference Share and to be paid in twelve equal monthly instalments on 15th of each month to the person registered as its holder on the relevant date (the first such payment to be made on 15th February 2023 for the period from and including the date of issue of such Preference Shares up to such date.
- 20.1.4 If the Company is unable to pay in full on the due date any Preference Dividend by reason of having insufficient Available Profits then it will on that date pay it to the extent that it is then lawfully able to do so. Any Preference Dividend which is not paid on the due date as aforesaid shall be paid as soon as the Company has sufficient Available Profits and shall be paid in one or more instalments.
- 20.1.5 Unless the Company has insufficient Available Profits, the Preference Dividend will, notwithstanding that it is expressed to be cumulative, automatically become a debt due from and immediately payable by the Company on the payment date specified in Article 20.1.3. If and to the extent that the debt so constituted is not paid in full on that date, the unpaid amount will carry interest at an annual rate of 3 per cent above the base rate from time to time of The Bank of England, calculated on a daily basis over a 365 day year from and including the date any sum becomes due to the actual date of payment, compounded to the end of each calendar month in respect of the period from that date up to (and including) the date of actual payment.
- 20.1.6 Where the Company is in Arrears, the first Available Profits arising will be applied in the following order of priority:
- (a) first, in or towards paying off all Arrears of Preference Dividend; then
 - (b) second, in or towards the redeeming of all Preference Shares which have not been redeemed on or by the due date for redemption in accordance with Article 9.8.

20.2 Procedure for declaring dividends

- 20.2.1 Save as set out in Articles 20.1.3 to 20.1.6 above, the Company may by Ordinary Resolution declare dividends and the Directors may decide that the Company may pay interim dividends.

- 20.2.2 A dividend must not be declared save in accordance with the Act and unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 20.2.3 No dividend may be declared or paid unless it is in accordance with the Shareholders' respective rights. Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, any dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 20.2.4 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

20.3 **Payment of dividends and other distributions**

- 20.3.1 Where a dividend or other amount which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the Distribution Recipient in writing;
 - (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Shareholder), or (in any other case) to an address specified by the Distribution Recipient in writing;
 - (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or
 - (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.
- 20.3.2 In these Articles, **Distribution Recipient** means, in respect of a Share in respect of which a dividend or other amount is payable:
 - (a) the Shareholder of the Share; or
 - (b) if the Share has two or more joint Shareholders, whichever of them is named first in the register of members; or
 - (c) if the Shareholder is no longer entitled to the Share by reason of death or Bankruptcy or otherwise by operation of law, the Transmittree.

20.4 **No interest on distributions**

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

20.5 **Unclaimed distributions**

- 20.5.1 All dividends or other amounts which are payable in respect of Shares and which are unclaimed after having been declared or become payable may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 20.5.2 The payment of any such dividend or other amount into a separate account does not make the Company a trustee in respect of it.
- 20.5.3 If twelve years have passed from the date on which a dividend or other amount became due for payment, and the Distribution Recipient has not claimed it, the Distribution Recipient is no longer entitled to that dividend or other amount and it ceases to remain owing by the Company.

20.6 Non-cash distributions

Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company). For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution fixing the value of any assets, paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients and vesting any assets in trustees.

20.7 Waiver of distributions

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

21 CAPITALISATION OF PROFITS

21.1 Subject to these Articles, the Directors may, if they are so authorised by an Ordinary Resolution:

21.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) or any amount standing to the credit of the Company's share premium account or capital redemption reserve; and

21.1.2 appropriate any amount which they so decide to capitalise (a **Capitalised Amount**) to the persons who would have been entitled to it if it were distributed by way of dividend (the **Persons Entitled**) and in the same proportions.

21.2 Capitalised Amounts must be applied on behalf of the Persons Entitled and in the same proportions as a dividend would have been distributed to the Persons Entitled.

21.3 Any Capitalised Amount may be applied in paying up new Shares of a nominal amount equal to the Capitalised Amount which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

21.4 A Capitalised Amount which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

21.5 Subject to these Articles the Directors may:

21.5.1 apply Capitalised Amounts in accordance with Articles 21.3 and 21.4 partly in one way and partly in another;

21.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and

21.5.3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

22 PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

22.1 £15,000; and

22.2 the value of 5% of the Company's share capital.

23 DECISION MAKING BY SHAREHOLDERS: GENERAL MEETING

23.1 Calling general meetings

Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Act as to giving information to Shareholders in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any Shareholder is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.

23.2 Attendance and speaking at general meetings

23.2.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

23.2.2 A person is able to exercise the right to vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

23.2.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

23.2.4 In determining attendance at a general meeting it is immaterial whether any two or more Shareholders attending it are in the same place as each other.

23.2.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. Such meeting shall be deemed to take place where the largest group of those persons are assembled or, if there is no such group, where the Chair of the Meeting is located.

23.3 Quorum for general meetings

No business other than the appointment of the Chair of the Meeting is to be transacted at a general meeting unless a quorum is present. The quorum for general meetings and adjourned general meetings shall be any one or more Qualifying Person present at the meeting and representing the holders of a majority of the Shares. For the purposes of this Article a **Qualifying Person** means:

23.3.1 an individual who is a Shareholder present in person or by proxy; and

23.3.2 a corporation which is a Shareholder present by a duly authorised representative,

provided always that no Shareholder who is present by more than one Qualifying Person shall be counted more than once in determining whether a quorum is present.

23.4 Chairing general meetings

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

23.5 Attendance and speaking by Directors and non-Shareholders

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

23.6 Adjournment

- 23.6.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the Meeting must adjourn it.
- 23.6.2 The Chair of the Meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the Chair of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 23.6.3 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 23.6.4 When adjourning a general meeting, the Chair of the Meeting must either specify the time and place to which it is adjourned (which shall be the time and place, if any, specified by the Shareholders holding a majority of the voting rights attached to the issued share capital of the Company) or (if no such specification is given) state that it is to continue at a time and place to be fixed by the Directors having regard to any directions as to the time and place of adjournment which have been given by the meeting.
- 23.6.5 Save where the adjournment is for not more than 30 minutes, the adjourned meeting is to be held at the same location as the original meeting and the Chair of the Meeting announces whilst a quorum is present the time at which the adjourned meeting shall start, the Company must give at least five Clear Business Days notice of the adjourned meeting to the same persons to whom notice of the Company's general meetings is required to be given, and containing the same information which such notice is required to contain.
- 23.6.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

24 VOTING AT GENERAL MEETINGS

24.1 Voting: general

- 24.1.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 24.1.2 On a show of hands each Ordinary Shareholder shall have one vote.
- 24.1.3 On a poll vote each Ordinary Shareholder shall have one vote for each Ordinary Share he holds (irrespective of class).
- 24.1.4 The Preference Shareholders shall be entitled to receive notice of, and to attend, general meetings of the Company but shall not in respect of their holdings of such Preference Shares be entitled to vote upon any resolution unless:
 - (a) the resolution is one which directly or indirectly varies, modifies, alters or abrogates any of the rights, privileges, limitations or restrictions attaching to the Preference Shares; or

- (b) the resolution is for the winding up of the Company.

24.2 Errors and disputes

No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the Meeting whose decision is final.

24.3 Poll votes

- 24.3.1 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote or at a general meeting either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 24.3.2 A poll may be demanded by the Chair of the Meeting, the Directors, two or more persons having the right to vote on the resolution or a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 24.3.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the Meeting consents to the withdrawal.
- 24.3.4 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

25 PROXIES

- 25.1 Proxies may only validly be appointed by a notice in writing (a **Proxy Notice**) which:
- 25.1.1 states the name and address of the Shareholder appointing the proxy;
- 25.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- 25.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 25.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 25.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 25.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 25.4 Unless a Proxy Notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 25.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 25.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 25.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

- 25.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

26 AMENDMENTS TO RESOLUTIONS

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

27 SOLE SHAREHOLDER

- 27.1 If and for so long as the Company has only one Shareholder and that Shareholder takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 168 or 510 of the Act.
- 27.2 Any decision taken by a sole Shareholder pursuant to Article 27.1 above shall be recorded in writing and delivered by that Shareholder to the Company for entry in the Company's minute book.

28 ADMINISTRATIVE ARRANGEMENTS

28.1 Means of communication to be used

- 28.1.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 28.1.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 28.1.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

28.2 Company Secretary

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

28.3 Company seals

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

28.4 No right to inspect accounts and other records

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

28.5 Provision for employees on cessation of business

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

29 INDEMNITY

29.1 Subject to Article 30, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

29.1.1 the Directors may exercise all the powers of the Company to indemnify any Relevant Officer against the costs, charges, losses, expenses and liabilities incurred by them as a Relevant Officer in the actual or purported execution and/or discharge of their duties, or in relation to them to the fullest extent permitted by law; and

29.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by them of the kind referred to in sections 205(1)(a) and 206(a) of the Act and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure, to the fullest extent permitted by law.

29.2 For the avoidance of all doubt this Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

30 INSURANCE

Without prejudice to Article 29, the Directors may exercise all powers of the Company to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.