

Company No: 14729817

**Articles of Association
of
Gigaclear Topco Limited**

Adopted by special resolution passed on 16 June 2023

Companies Act 2006
Private Company Limited by Shares

ARTICLES OF ASSOCIATION
of
GIGACLEAR TOPCO LIMITED (the “Company”)

Registered Company Number: 14729817

Adopted by special resolution passed on16 June 2023

MODEL ARTICLES

- 1.1 The Model Articles shall apply to the Company, except to the extent they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 The regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended shall not apply to the Company.
- 1.3 Model articles 11(2), 13, 14(1) to (4) (inclusive), 26(5), 38, 52 and 53 shall not apply to the Company.
- 1.4 Model article 20 shall be amended by the insertion of the words “and the secretary” before the words “properly incur”.
- 1.5 Model article 29 shall be amended by the insertion of the words, “or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 67(2)”, after the words “the transmittee’s name”.

2. SHARE CAPITAL AND LIABILITY OF SHAREHOLDERS

- 2.1 There shall be no maximum amount of Shares that may be allotted or issued by the Company.
- 2.2 In these Articles, unless the context requires otherwise, references to Shares of a particular class shall include Shares allotted and/or issued after the Original Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue.
- 2.3 The A Shares shall, for the purpose of these Articles, and for the purpose of seeking consent to any variation of the rights attaching to the A Shares, between them constitute a single class of Shares.
- 2.4 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

3. ISSUE AND REPURCHASE OF SHARES

- 3.1 The Company shall not allot any Shares or other equity securities except in accordance with these Articles.

- 3.2 The provisions of sections 561 (*Existing shareholders' right of pre-emption*) and 562 (*Communication of pre-emption offers to shareholders*) of the Act shall apply to the Company, amended as follows:
- (a) section 561 shall apply with respect to the allotment of Shares of any nature, as well as to "equity securities" (as defined in section 560(1) of the Act);
 - (b) the provisions of section 561(2) shall not apply;
 - (c) the provisions of section 561(5)(a), in so far as that section refers to section 565, shall only apply with the prior written consent of each and any Significant Shareholder; otherwise the provisions of section 565 shall not apply;
 - (d) the provisions of section 561(5)(a), in so far as that section refers to section 566 shall only apply to allotments of Shares up to the then applicable Employees' Share Scheme Limit.
- 3.3 The provisions of section 561(5)(c) and of sections 570 (*Disapplication of pre-emption rights: directors acting under general authorisation*) and 571 (*Disapplication of pre-emption rights by special resolution*) of the Act shall only apply and may be relied upon by the Company with the prior written consent of each and any Significant Shareholder and if any resolution is proposed by the Company to disapply pre-emption rights in accordance with sections 570 and/or 571, the votes cast by each and any Significant Shareholder (or the duly appointed proxy or corporate representative of each and any Significant Shareholder) shall, if voting against that resolution, in aggregate carry such number of votes as is required to defeat that resolution.
- 3.4 For the avoidance of doubt, the provisions of article 3.2(d) shall apply so as to permit the grant of any option to subscribe for Shares pursuant to an Employees' Share Scheme provided that the number of options so granted over Shares when aggregated with the number of Shares allotted pursuant to an Employees' Share Scheme does not exceed the then applicable Employee Share Schemes' Limit.
- 3.5 No Share is to be issued other than fully paid.
- 3.6 No Shares shall be issued in uncertificated form.
- 3.7 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) out of capital up to any amount in a financial year not exceeding the lower of:
- (a) fifteen thousand pounds (£15,000); and
 - (b) the nominal value of five (5) per cent. of the Company's fully paid share capital at the beginning of each financial year of the Company.

4. A SHARE PROPORTION

4.1 Calculating the A Share Proportion

The "A Share Proportion" will be determined according to the following formula:

$$A = \frac{0.07 \times (B - C)}{B}$$

A = the A Share Proportion

B = the Equity Value of the Company on the Valuation Date determined in accordance with the provisions of article 4.2

C = the Hurdle calculated in accordance with article 4.3

provided that, notwithstanding the foregoing, if the product of (0.07) (B – C) exceeds a cap specified in a resolution of the Board passed on the Original Date of Adoption and recorded in a minute that capped amount shall apply for the purpose of the formula above.

4.2 Determining the Equity Value of the Company

On the Valuation Date the Equity Value of the Company for the purpose of article 4.1 will be determined as follows:

- (a) if the Valuation Date occurs as a result of completion of an Exit occurring, the Equity Value will be the value placed on the Company's entire issued share capital by that Exit including, for the avoidance of doubt, on the A Shares (but prior to determining the A Share Proportion of that Equity Value);
- (b) if the Valuation Date is the Measurement Date, the Equity Value of the Company will be determined in accordance with the provisions of article 4.4; and
- (c) if the Valuation Date is the date on which a resolution for the winding up of the Company is passed, the Equity Value will be an amount equal to the proceeds available for distribution by the liquidator(s) on the entire issued share capital of the Company including, for the avoidance of doubt, on the A Shares (but prior to determining the A Share Proportion of that Equity Value).

4.3 Calculating the Hurdle

For the purpose of article 4.1, the "**Hurdle**" is an amount to be determined in the manner specified in a resolution of the Board passed on the Original Date of Adoption and recorded in a minute:

- (a) **plus**, on a £ for £ basis, any additional sums advanced to the Company by way of subscription for Shares following the Original Date of Adoption (but not including any sums paid up by way of subscription for A Shares); and
- (b) **minus** any amount, on a £ for £ basis paid by way of dividends on the Ordinary Shares or paid by way of repurchase or redemption of any Ordinary Shares.

4.4 Equity Value of the Company on the Measurement Date

- (a) The provisions of this article 4.4 shall only apply if the Valuation Date is the Measurement Date.
- (b) The Equity Value of the Company on the Measurement Date shall be the value of the entire issued share capital of the Company on that date including, for the avoidance of doubt, the A Shares (but prior to determining the A Share Proportion of that Equity Value) determined in accordance with the provisions of this article 4.4.
- (c) Promptly following the Measurement Date, the Board (with the prior written consent of the Majority Shareholder) shall propose to the A Shareholder Representative (if there is an A Shareholder Representative) its determination of the Equity Value of the Company as of the Measurement Date (the "**Board Proposed Equity Value**").

- (d) In the event that (i) the Board makes no proposal under article 4.4(c) or (ii) the A Shareholder Representative (if there is an A Shareholder Representative) does not agree with the Board Proposed Equity Value, the Board (with the prior written consent of the Majority Shareholder) and the A Shareholder Representative (if there is an A Shareholder Representative) shall seek to negotiate in good faith to agree upon the Equity Value of the Company as of the Measurement Date.
- (e) If after twenty (20) Business Days following the Measurement Date (or such later date as the Board and the A Shareholder Representative (if there is one) may in writing agree), the Equity Value of the Company has not been agreed pursuant to article 4.1(d) or if there is no A Shareholder Representative, the Company shall instruct an independent investment bank or accounting firm of international repute, selected by the Board (with the consent of the Majority Shareholder), the person appointed being referred to as the **“Independent Expert”**), acting as an expert and not as an arbitrator, to determine the Equity Value of the Company as at the Measurement Date.
- (f) The Independent Expert shall determine the Equity Value of the Company as at the Measurement Date by valuing the entire issued share capital of the Company on that date Company on a going concern basis for an arm’s length sale between a willing buyer and a willing seller and on the assumption that the whole of the issued share capital of the Company is being sold in an open market transaction including, for the avoidance of doubt, the A Shares and the Independent Expert shall be instructed to determine the Equity Value of the Company as soon as practicable after being so instructed.
- (g) The Independent Expert shall give a representative of the Majority Shareholder and (if there is one) the A Shareholder Representative such opportunity as the Independent Expert considers reasonable (acting in its discretion) to make such submissions (if any) as they may wish to make to the Independent Expert with respect to its determination of the Equity Value of the Company as at the Measurement Date.
- (h) The Company shall ensure that the Independent Expert shall have access to such financial and accounting records or other relevant documents of each Group Company as it may reasonably request for the purposes of making its determination (such information to be provided on a confidential basis).
- (i) The Independent Expert shall provide its written opinion of what it considers the Equity Value of the Company on the Measurement Date to be in a certificate addressed to the Company and, save in the case of manifest error, the amount so certified shall be the Equity Value of the Company on the Measurement Date for the purpose of these Articles.
- (j) The Independent Expert’s fees and expenses incurred in connection with its determination of the Equity Value of the Company on the Measurement Date shall be borne by the Company unless the Equity Value of the Company on the Measurement Date determined by the Independent Expert is twenty per cent. lower than a Board Proposed Equity Value which was not accepted by the A Shareholder Representative (if there is an A Shareholder Representative), in which case the Board, in its absolute discretion, may direct that some or all of the Independent Expert’s fees and expenses shall be borne equally by the A Shareholders who continue to be Employees.

5. DIVIDENDS

- 5.1 Any profits that the Company may decide to distribute shall be distributed amongst the Shareholders as follows:

- (a) in the event of any new class of Shares having been created and issued after the Valuation Date, such proportion of the amount to be distributed according to the rights attaching to that new class of Shares shall be distributed on such new class of Shares (and amongst the holders of such new class of Shares pro rata to the number of such Shares held by them); and
- (b) the balance of the amount to be distributed shall be distributed as follows:
 - (i) the A Share Proportion of the balance to be distributed under this paragraph (b) shall be distributed amongst the A Shareholders' pro rata according to the number of A Shares held by them provided that if at that time there are fewer than 140,000 A Shares in issue, the A Share Proportion for the purpose of this paragraph (b) shall be reduced by a fraction equal to E where:

$$E = \frac{F}{G}$$

F = the number of A Shares in issue on that date

G = 140,000
 - (ii) the balance of the amount to be distributed under this paragraph (b) shall be distributed amongst the Ordinary Shareholders pro rata according to the number of Ordinary Shares held by them.

5.2 If any profits are to be distributed in advance of a Valuation Date having occurred, the A Share Proportion shall be determined as if the date on which the distribution is to be made is a Measurement Date and, for that purpose, the Board shall make a bona fide determination of what it considers the Equity Value of the Company to be on that date taking such external valuation advice as it considers appropriate.

6. RETURN OF CAPITAL

On a return of assets on a liquidation, capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the Shareholders as follows:

- (a) in the event of any new class of Shares having been created and issued after the Valuation Date, there shall be distributed on those Shares such proportion of the amount to be distributed under this paragraph (a) according to the rights attaching to those Shares (and amongst the holders of such new class of Shares pro rata to the number of such Shares held by them); and
- (b) the balance of the amount to be distributed under this paragraph (b) shall be distributed as follows:
 - (i) there shall be distributed on the A Shares an amount equal to the greater of:
 - (A) £0.01 per A Share; and
 - (B) the A Share Proportion of the amount to be distributed under this paragraph (b), which shall be distributed amongst the A Shareholders pro rata according to the number of A Shares held by them provided that if at that time there are fewer than 140,000 A Shares in issue, the A Share

Proportion for the purpose of this paragraph (B) shall be reduced by a fraction equal to E where:

$$E = \frac{F}{G}$$

F = the number of A Shares in issue on that date

G = 140,000; and

- (ii) the balance of the amount to be distributed under this paragraph (b) shall be distributed amongst the Ordinary Shareholders pro rata according to the number of Ordinary Shares held by them.

7. EXIT PROVISIONS

- 7.1 On an Exit the proceeds of sale shall be distributed on the basis specified in article 6 as if the proceeds of sale were proceeds to be distributed on a liquidation in accordance with the provisions of article 6 and the Directors shall not register any transfer of Shares if the proceeds of sale are not so distributed (save in respect of any Shares not sold in connection with that Exit or other sale of Shares in respect of which the provisions of article 6 shall apply *mutatis mutandis*) provided that if the proceeds of sale are not settled in their entirety upon completion of the Exit or such other sale of Shares:
 - (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the proceeds of sale that are settled have been distributed in accordance with the provisions of this article; and
 - (b) the Shareholders shall take any lawful action required by a Greater Shareholder Majority to ensure that the proceeds of sale in their entirety are distributed in accordance with the provisions of this article.

8. VESTING OF A SHARES

- 8.1 Where an individual who has been an Employee ceases to be an Employee the Board may determine that all or some of the Unvested A Shares held by him and/or by any person who holds A Shares as a result of one or a series of unbroken Permitted Transfers of A Shares of which he was the Original Shareholder may be subject to a Transfer Direction (as referred to in article 8.2).
- 8.2 If the Board becomes entitled under article 8.1 to give a “**Transfer Direction**” in respect of any particular Unvested A Shares, at any time thereafter the Board may direct that all or some of those Unvested A Shares must be transferred to such person(s) (which may include the Company) as the Board may direct for a price equal to the Subscription Price of those Unvested A Shares.
- 8.3 Any Shareholder in respect of whom a Transfer Direction is given shall promptly undertake such acts, matters or things as the Company may reasonably require for the giving effect to any such Transfer Direction. Any director of the Company from time to time shall as agent of the holder of Unvested A Shares in respect of which a Transfer Direction is given have full power and authority in the name of that Shareholder or otherwise and on his behalf to do and perform all acts and things and to approve, execute or sign and deliver in his name all agreements, deeds, documents, resolutions, consents or forms which the director in his absolute discretion considers necessary or desirable in connection with the transfer of the relevant Unvested A Shares for their Subscription Price to such person (which may include the Company) as the Board has directed in any Transfer Direction including, without limitation:

- (a) the signing or other execution of any agreement or document on behalf of such person for the transfer or sale of those Unvested A Shares with full title guarantee to such person (which may include the Company) as the Board has directed; or
 - (b) the signing of a stock transfer form on behalf of such person in favour of such person as the Board has directed (which may include the Company) in respect of those Unvested A Shares.
- 8.4 In the event of there being an Exit, all of the Unvested A Shares held by any particular A Shareholder who is either:
- (a) an Employee or a former Employee; or
 - (b) a person holding A Shares as a result of one or a series of unbroken Permitted Transfers of A Shares, the Original Shareholder of which is a person of the kind referred to in paragraph (a),

shall be sold in connection with that Exit for a price equal to the lower of (i) the price otherwise payable for an A Share in connection with that Exit and (ii) the Subscription Price of that Unvested A Share.

- 8.5 The Board may in writing agree that the provisions of this article 8 shall not apply in respect of any A Shares when they are allotted and/or may waive the application of the provisions of this article 8 in respect of any particular A Shares which have previously been allotted.

9. VOTING AND PROXIES

- 9.1 Subject to any other provisions in these Articles concerning voting rights, each Share shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

- 9.2 Subject to any other provisions in these Articles:

- (a) in the event of any new class of Shares having been created and issued after the Valuation Date, each such Share shall carry such number of votes as is determined according to the rights attaching to that new class of Shares; and
- (b) each Ordinary Share shall have one vote; and
- (c) the A Shares shall between them carry such number of votes as when such number of votes is aggregated with the number of votes capable of being cast on the Ordinary Shares is equal to the A Share Proportion of that aggregated number of votes (and each holder of A Shares shall be entitled to cast a number of votes pro rata to the number of A Shares held by them) and, for the avoidance of doubt, the number of votes such A Shares shall carry between them shall never exceed seven per cent. of the Shares in issue carrying voting rights at any time.

- 9.3 If any vote is to occur in advance of a Valuation Date having occurred, the A Share Proportion shall be determined as if the date on which the vote is to occur is a Measurement Date and, for that purpose, the Board shall make a *bona fide* determination of what it considers the Equity Value of the Company to be on that date taking such external valuation advice as it considers appropriate.

- 9.4 No business shall be transacted at any general meeting unless a quorum is present. The quorum for a general meeting shall be such number of persons as shall (subject to article 9.5) include a representative of each and any Significant Shareholder entitled to vote upon the business to be

transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a body corporate. Notwithstanding the foregoing, if a Significant Shareholder has consented in writing to a general meeting being held without it and/or a proxy and/or a duly appointed corporate representative of it being present at that meeting, neither it nor any such proxy or duly appointed corporate representative shall be required to be present in order for the meeting to be considered quorate. The chairman of a general meeting shall not have a second or casting vote.

- 9.5 If a quorum is not present within thirty (30) minutes after the time at which the meeting was due to start, such meeting will be adjourned in accordance with the provisions of these Articles.
- 9.6 If at the adjourned meeting a quorum is not present within thirty (30) minutes after the time at which the meeting was due to start as a result of a representative of any Significant Shareholder not being present (and a representative of such Significant Shareholder having failed to attend the previous meeting), it shall not be necessary to have a representative of such Significant Shareholder in attendance to constitute a quorum at such adjourned meeting and a quorum will be capable of being constituted by such number of persons as shall include a representative of each and any other Significant Shareholder entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a body corporate.
- 9.7 Model article 44(3) shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that model article.
- 9.8 Model article 45(1) shall be amended by:
- (a) the deletion of model article 45(1)(d) and its replacement with the words “is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”; and
 - (b) the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that model article.

10. TRANSFER OF SHARES – GENERAL

- 10.1 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to the remaining provisions of this article 10, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 10.2 Other than transfers made in accordance with article 11 and article 15, no A Share shall be transferred without the prior written consent of the Greater Shareholder Majority provided that, an A Shareholder may, subject to the provisions of the Articles and subject to the terms of any written agreement between the Company and the A Shareholder to whom those A Shares were originally allotted, transfer A Shares as follows:
- (a) up to one half of Vested A Shares on or after 31 March 2026; and
 - (b) his entire holding of Vested A Shares on or after 31 March 2027.

- 10.3 If an A Shareholder purports to transfer A Shares otherwise than in accordance with these Articles he will, otherwise than with the prior written consent of the Greater Shareholder Majority, be deemed immediately to have served a Deemed Transfer Notice.
- 10.4 To ensure that a particular transfer of Shares is permitted under these Articles, the Directors may ask the transferor, or the person named as transferee in any transfer lodged for registration, to give the Company any information and evidence that the Directors reasonably think is necessary or relevant. If that information or evidence is not furnished to the satisfaction of the Directors within 28 days after the request, the Directors may refuse to register the transfer in question.
- 10.5 Models 27 to 29 inclusive in relation to the transmission of Shares on death or bankruptcy shall be modified to the extent necessary to reflect the provisions of articles 10 to 16 inclusive.

11. PERMITTED TRANSFERS

- 11.1 Any Shareholder (the “**Original Shareholder**”) may transfer all or any of his or its Shares to a Permitted Transferee without any price or other restriction. Notwithstanding the foregoing, no A Share may be transferred under this article 11 without the prior written consent of the Greater Shareholder Majority.
- 11.2 Where Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer all or any of the Shares registered in their names (as trustee(s) of the Family Trust) to:
- (a) the Original Shareholder;
 - (b) any Privileged Relation(s) of the Original Shareholder;
 - (c) subject to article 11.3, the trustee(s) of another Family Trust (in their capacities as trustees of that Family Trust) of which the Original Shareholder is the settlor; or
 - (d) subject to article 11.3, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust,
- without any price or other restriction.
- 11.3 A transfer of Shares may only be made to the trustee(s) of a Family Trust pursuant to article 11.2(c) or 11.2(d) if the Directors are satisfied:
- (a) with the terms of the trust instrument and, in particular, with the powers of the trustee(s);
 - (b) with the identity of the proposed trustee(s);
 - (c) that the proposed transfer will not result in 50% or more of the aggregate of the Company’s equity share capital being held by trustees of that and any other trusts; and
 - (d) that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.
- 11.4 If the Original Shareholder or trustee(s) of a Family Trust transfer any Shares to a Privileged Relation of the Original Shareholder in accordance with articles 11.1 to 11.3 inclusive and such transferee ceases to be a Privileged Relation of the Original Shareholder for any reason, the transferee (or the transmittee(s) of any such person) shall within five (5) Business Days of the transferee ceasing to be a Privileged Relation of the Original Shareholder execute and deliver to the Company a transfer of all the Shares in the Company held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be

agreed between them, failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the five (5) Business Day period set out in this article 11.4.

- 11.5 If an Original Shareholder (not being an individual or trustee(s) of a Family Trust) transfers any Shares to an Affiliate in accordance with article 11.1 and such transferee ceases to be an Affiliate of such Original Shareholder for any reason, the transferee shall within five (5) Business Days of the transferee ceasing to be such an Affiliate execute and deliver to the Company a transfer of all the Shares in the Company held by the transferee to the Original Shareholder (or to any other Affiliate of the Original Shareholder) for such consideration as may be agreed between them, failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the five (5) Business Day period set out in this article 11.5.

12. MANDATORY TRANSFERS

- 12.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) or the death of a Shareholder shall be deemed to have given a Transfer Notice in respect of that share immediately upon becoming entitled to it. If any Shares are not acquired by such person until after the Shareholder's bankruptcy or death (as the case may be), the Transfer Notice shall be deemed to have been served in respect of those Shares on the date they are acquired.

- 12.2 If any Shares are held by trustee(s) of a Family Trust and:

- (a) the trust ceases to be a Family Trust; or
- (b) there cease to be any beneficiaries of the Family Trust other than charities,

then a Transfer Notice shall immediately be deemed to have been given in respect of all the Shares held by those trustee(s) (in that capacity).

- 12.3 The rights attaching to each Share to be transferred pursuant to articles 12.1 or 12.2 shall be restricted immediately upon the first to occur of (a) the death or bankruptcy of the Shareholder concerned or (b) the occurrence of any of the events in article 12.2 (as the case may be) and until completion of the transfer of that Share pursuant to articles 11.4, 11.5, 12.1 or 12.2 as follows:

- (a) the right to attend and vote at general meetings may only be exercised by the Chairman and no other person;
- (b) the right to receive dividends or other distributions shall cease; and
- (c) the holder of the share shall be excluded from any offer under any or all of articles 3.2, 13.10 or 14.1.

13. PRE-EMPTION RIGHTS

Transfer notices

- 13.1 Save as:

- (a) otherwise provided in these Articles; or
- (b) approved by special resolution and with the written consent of each and any Significant Shareholder;

every Shareholder who desires to transfer any Shares shall give the Company notice in writing of that desire. The Transfer Notice must state the price at which they are to be transferred.

- 13.2 Transfer Notices and Deemed Transfer Notices both constitute the appointment of the Company as the Vendor's agent for the sale of the Sale Shares in one or more lots at the discretion of the Directors at the Sale Price. Unless the Shares are to be sold under a Deemed Transfer Notice, the Vendor may, by notice in writing to the Company cancel the Company's authority to sell the Sale Shares.

- 13.3 If:

- (a) a Shareholder gives a Transfer Notice (not being a Deemed Transfer Notice); and
- (b) a Deemed Transfer Notice is subsequently deemed to have been given by the same Shareholder before their Shares are transferred,

then the original Transfer Notice will immediately be cancelled. Any offers made by the Company on behalf of the Vendor under that original Transfer Notice will automatically be withdrawn and will have no effect, even if accepted.

Calculation of the Sale Price

- 13.4 In the case of a Transfer Notice other than a Deemed Transfer Notice, the Sale Price shall be the price specified in the Transfer Notice. In the case of a Deemed Transfer Notice, the Sale Price shall be the price agreed by the Vendor and the Directors and if the Vendor and the Directors are unable to agree a price within twenty one (21) days of the Transfer Notice being deemed to have been given the Sale Price will instead be the price which the Accountants certify to be in their opinion a fair value of the Sale Shares. In arriving at their opinion, the Accountants will value the Sale Shares:

- (a) as at the date the Deemed Transfer Notice is given or is deemed to have been given;
- (b) on a going concern basis as between a willing seller and a willing buyer;
- (c) ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest; and
- (d) on the assumption that the Sale Shares are capable of transfer without restriction.

The decision of the Accountants as to the Sale Price shall be final and binding, save in the event of fraud or manifest error.

- 13.5 If the Accountants are appointed under these Articles, the Company will sign an engagement letter from the Accountants in the form agreed between the Accountants and the Company including (if required by the Accountants) a waiver on behalf of the Company and each of the Shareholders of claims against the Accountants and similar 'hold harmless' provisions arising out of the Accountants' performance of their role. Each Shareholder authorises the Company to such effect.

Certification of the Sale Price

- 13.6 If the Accountants are asked to certify the Sale Price, their certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor.

- 13.7 The cost of obtaining the Accountants' certificate shall be paid by the Company unless the Sale Price certified by the Accountants is less than the price (if any) offered by the Directors to the Vendor for the Sale Shares before the Accountants were instructed, in which case the Vendor shall bear the cost.

Preliminary offer to the Company

- 13.8 In the case of a purported sale of any Sale Shares under a Transfer Notice by a Shareholder, such Sale Shares will, provided the prior written consent of each and any Significant Shareholder has been obtained, be offered to the Company within fourteen (14) days of the date of the Transfer Notice and the Company may (subject to the Act) accept the offer itself or decline the offer (in each case in whole or in part).
- 13.9 In the case of a purported sale of any Sale Shares under a Deemed Transfer Notice by a Shareholder, such Sale Shares will, provided the prior written consent of each and any 30% Shareholder and each and any 10% Shareholder has been obtained, be offered to the Company within fourteen (14) days of the Sale Price being agreed or determined and the Company may (subject to the Act) accept the offer itself or decline the offer (in each case in whole or in part).
- 13.10 If:
- (a) the Company indicates that it does not wish to accept the offer under any of articles 13.8 or 13.9 in whole or at all; or
 - (b) any Significant Shareholder has not agreed that the Company may accept the offer under articles 13.8 or 13.9; or
 - (c) the Company does not accept the offer within twenty-eight (28) days of it being made,
- then any remaining Sale Shares will immediately be offered to the Shareholders (other than the Vendor) in accordance with the provisions of articles 13.11 to 13.15 .

Offer to Shareholders

- 13.11 The Sale Shares (excluding any that have been taken up by the Company) will be offered to the Shareholders (other than the Vendor) as soon as they become available on the basis specified below
- 13.12 The offer under article 13.11 shall be in writing, specifying:
- (a) the number of Sale Shares on offer and the Sale Price;
 - (b) either:
 - (i) it is a voluntary Transfer Notice; or
 - (ii) the fact that the sale is pursuant to a Deemed Transfer Notice(as the case may be); and
 - (c) the date by which the application to purchase the Sale Shares has to be received by the Company (being a date not less than fourteen (14) days and no more than twenty one (21) days after the date of the notice).

The notice shall set out the method of allocation of the Sale Shares and shall invite each Shareholder (other than (i) the Vendor or (ii) any Shareholder who only holds A Shares) to apply

in writing to the Company for as many of the Sale Shares (if any) as that Shareholder would like to purchase.

Basis of allocation to Shareholders

- 13.13 If the total number of Sale Shares applied for by the relevant Shareholders is equal to or less than the number of Sale Shares available, the Sale Shares shall be allocated in satisfaction of the applications received.
- 13.14 If the total number of Sale Shares applied for by the Shareholders is more than the number of Sale Shares available, the Directors shall allocate Sale Shares in satisfaction of each relevant Shareholder's application for Sale Shares in accordance with the following formula (rounded up or down (at the Directors' discretion) to the nearest whole number of Shares (including zero)). This formula shall be applied repeatedly until there are no Sale Shares left to be allocated. Each application of the formula is an **'iteration'**.

$$A = \frac{B \times D}{C}$$

- A** is the number of Sale Shares to be allocated to the relevant Shareholder in the iteration.
- B** is the number of Shares held by the relevant Shareholder but excluding any A Shares held by that Shareholder.
- C** is the number of Shares held by all Shareholders to whom the iteration is being applied but excluding any A Shares held by any of those Shareholders.
- D** is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations.

If, in any iteration, a Shareholder would be allocated all or more than all of the Sale Shares for which he applied (including allocations from previous iterations) then any excess will not be allocated to that Shareholder. That Shareholder will cease to take part in any further iterations and the excess Sale Shares will be available for allocation in the next iteration.

- 13.15 The Company shall notify the Vendor and each relevant Shareholder who applied for Sale Shares of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than fourteen (14) days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

Transfer procedure for pre-emptive offers

- 13.16 If the Company finds purchasers for all or any of the Sale Shares under this article 13, the Vendor shall, on receipt of the Sale Price, transfer the Sale Shares (or those Sale Shares for which the Company has found purchasers) to those purchasers. If the purchase is by the Company, the Vendor will also sign any purchase contract required under the Act. If the Vendor does not perform his obligations under this article 13.16, the Company may:
- (a) (if so required by the persons willing to purchase the Sale Shares) receive and give a good discharge for the purchase money on behalf of the Vendor;
 - (b) authorise any person to execute transfers of the Sale Shares in favour of the purchasers and, if required, the purchase contract; and

- (c) enter the names of the purchasers in the Company's register of shareholders as the holders of the Sale Shares that were transferred to them.

Transfers free of pre-emption

- 13.17 If the Company does not find purchasers for all of the Sale Shares under this article 13, the Vendor may, within six months after the date of the offer by the Company to its Shareholders, sell and transfer the Sale Shares that have not been sold under this article 13 at a price which is no less than the Sale Price. However, if the Sale Shares were offered under a Deemed Transfer Notice, they may not be sold or transferred to any third party unless:
- (a) the transfer is permitted under article 11; or
 - (b) the Shareholder serves a new Transfer Notice under article 13.1.

Effect of non-compliance

- 13.18 Any purported transfer of Shares which is not in accordance with these Articles is void.

14. COMPULSORY TRANSFERS – EQUITY PAYMENT DEFAULT EVENT

- 14.1 In the event that any Shareholder who has entered into an agreement with the Company for the subscription by such Shareholder for Shares on the basis that payment to the Company for such Shares shall be made (and the Shares shall be allotted by the Company) in more than one instalment or tranche (a **"Deferred Payment Equity Investment Agreement"**), defaults in making any such payment in full to the Company on the due date (together with any interest that may be payable in respect of such late payment in accordance with the terms of the Deferred Payment Equity Investment Agreement), provided that such Shareholder has been notified in writing by the Company of its default and continues to be in default for ten (10) Business Days after the date of delivery of any such notice to it) (an **"Equity Payment Default Event"**), such Shareholder (a **"Compulsory Transfer Shareholder"**) and its Permitted Transferees who are also Shareholders shall be deemed on such date (the **"Compulsory Offer Date"**) to irrevocably offer to sell all of the Shares held by them (the **"Compulsory Transfer Shares"**) to the Other Shareholders of the Same Investment Round at a price equal to the fair market value of the Compulsory Transfer Shares as agreed pursuant to article 14.2 or determined under article 14.3 (the **"Compulsory Transfer Price"**) (and all together, a **"Compulsory Offer"**).

Determination of fair market value

- 14.2 Following the Compulsory Offer Date, the Other Shareholders of the Same Investment Round and the Compulsory Transfer Shareholder shall negotiate in good faith to agree upon the 'fair market value' of the Compulsory Transfer Shares which are the subject of the Compulsory Offer.
- 14.3 If after twenty (20) Business Days from the Compulsory Offer Date, the Compulsory Transfer Price has not been agreed pursuant to article 14.2, the Company shall instruct an independent investment bank or accounting firm of international repute as agreed between the Other Shareholders of the Same Investment Round and the Compulsory Transfer Shareholder or, in the absence of agreement, as appointed upon application by the Company to the then president of the Institute of Chartered Accountants in England and Wales (such person appointed being the **"Independent Expert"**), acting as an expert and not as an arbitrator, to determine the Compulsory Transfer Price as at the Compulsory Offer Date. In determining the Compulsory Transfer Price, the Independent Expert shall establish the 'fair market value' of the Compulsory Transfer Shares on the following basis:

- (a) by valuing the Company on a going concern basis for an arm's length sale between a willing buyer and a willing seller and on the assumption that the whole of the Company is being sold in an open market transaction;
- (b) by valuing the Compulsory Transfer Shares by reference to their entitlement to participate in the value of the Company as a whole based upon their rights in a liquidation of the Company (and therefore without regard to the size of any relevant holding, such that no premium shall apply to any majority or controlling stake and no discount shall apply to any minority stake); and
- (c) making no allowances for any expenses that might be incurred in connection with the sale or purchase of the Compulsory Transfer Shares;

and the Independent Expert shall be instructed to establish the 'fair market value' of the Compulsory Transfer Shares as soon as practicable after being so instructed (and in any event within thirty (30) Business Days).

- 14.4 The 'fair market value' of the Compulsory Transfer Shares may also reflect any other factors suggested by the Other Shareholders of the Same Investment Round or the Compulsory Transfer Shareholder which the Independent Expert (acting reasonably) believes should be taken into account when performing its functions described at article 14.3 for the purposes of determining the 'fair market value' of the Compulsory Transfer Shares.
- 14.5 The Company shall ensure that the Independent Expert shall have access to all financial and accounting records or other relevant documents of each Group Company (together with such information as any Other Shareholder of the Same Investment Round or the Compulsory Transfer Shareholder may wish to provide to it) which it reasonably requests for the purposes of its determination (such information to be provided on a confidential basis).
- 14.6 The Independent Expert's reasonable fees and expenses reasonably incurred in connection with its determination of the Compulsory Transfer Price (including the costs of any advisers to the Independent Expert) shall be borne as to 50% by the Compulsory Transferees in the Due Proportions and as to 50% by the Compulsory Transfer Shareholder (unless there are no Compulsory Transferees, in which case all such fees and expenses shall be borne by the Compulsory Transfer Shareholder. In this article 14.6, a Compulsory Transferee's "**Due Proportion**" shall be equal to the proportion that the number of Compulsory Transfer Shares acquired by it and its Permitted Transferees pursuant to the relevant Compulsory Offer bears to all of the Compulsory Transfer Shares transferred pursuant to the Compulsory Offer.

Offer to Other Shareholders of the Same Investment Round

- 14.7 The Company shall, immediately following agreement or determination of the 'fair market value' of the Compulsory Transfer Shares which are the subject of the Compulsory Offer, notify the Other Shareholders of the Same Investment Round (the "**Compulsory Transfer Notice**") of:
 - (a) the occurrence of the Equity Payment Default Event;
 - (b) the Compulsory Offer Date;
 - (c) the number of the Compulsory Transfer Shares subject to the Compulsory Offer;
 - (d) the Compulsory Transfer Price;
 - (e) each Other Shareholder of the Same Investment Round's Compulsory Transfer Proportion of the Compulsory Transfer Shares subject to the Compulsory Offer; and

- (f) the period within which the offer to transfer the Compulsory Transfer Shares to the Other Shareholder(s) of the Same Investment Round shall remain open for acceptance, being forty five (45) Business Days after the Compulsory Offer Date or the Compulsory Transfer Notice (whichever is later) (the “**Compulsory Transfer Closing Date**”).
- 14.8 At any time on or before the Compulsory Transfer Closing Date, any Other Shareholder of the Same Investment Round may notify the Company (with a copy to the Compulsory Transfer Shareholder) of its intention:
- (a) to accept the Compulsory Offer (each such accepting Other Shareholders of the Same Investment Round being a “**Compulsory Transferee**”);
 - (b) to acquire some or all of its Compulsory Transfer Proportion of the Compulsory Transfer Shares; and
 - (c) to acquire Compulsory Transfer Shares in excess of its Compulsory Transfer Proportion of the Compulsory Transfer Shares which are available for acquisition due to one or more Other Shareholder(s) of the Same Investment Round declining some or all of its Compulsory Transfer Proportion of the Compulsory Transfer Shares (“**Excess Compulsory Transfer Shares**”), provided that the notice given by the Compulsory Transferee may specify a maximum number of Compulsory Transfer Shares such Compulsory Transferee is willing to acquire pursuant to the Compulsory Offer (the “**Compulsory Transfer Maximum**”).
- 14.9 If an Other Shareholder of the Same Investment Round fails to submit a notice pursuant to article 14.8 by the Compulsory Transfer Closing Date, such Other Shareholder of the Same Investment Round shall be deemed to have declined the Compulsory Offer.
- 14.10 Within three (3) Business Days of the Compulsory Transfer Closing Date, the Company shall notify each Compulsory Transferee of the number of Compulsory Transfer Shares it has been allocated to acquire, which shall be calculated as follows:
- (a) if the Compulsory Transferee has notified its intention to acquire some or all of its Compulsory Transfer Proportion of the Compulsory Transfer Shares in accordance with article 14.8, that number of Compulsory Transfer Shares; and
 - (b) if the Compulsory Transferee has notified its intention to acquire Excess Compulsory Transfer Shares in accordance with article 14.8:
 - (i) its Excess Compulsory Transfer Proportion of the Excess Compulsory Transfer Shares, such number when aggregated with any Compulsory Transfer Shares allocated to that Compulsory Transferee pursuant to article 14.10(a) above not to exceed its Compulsory Transfer Maximum; plus
 - (ii) its Excess Compulsory Transfer Proportion of Excess Compulsory Transfer Shares which are available for acquisition due to one or more Compulsory Transferees reaching their Compulsory Transfer Maximum, such number when aggregated with (i) above not to exceed its Compulsory Transfer Maximum.
- 14.11 If following the Compulsory Transfer Closing Date, the number of acceptances to the Compulsory Offer are less than that which is required in order to transfer the total number of Compulsory Transfer Shares, the shortfall of the total number of Compulsory Transfer Shares shall be offered to all other Shareholders (other than the Compulsory Transfer Shareholder and Other Shareholder of the Same Investment Round) and the provisions of articles 14.7 – 14.10 shall apply *mutatis mutandis* and so that references in the remaining articles of this article 14 to

a “**Compulsory Transferee**” shall then include any such Shareholder as is referred to in this article 14.11 who notifies the Company of its intention to accept the Compulsory Offer.

Offer to other Shareholders

- 14.12 If following the Compulsory Transfer Closing Date, the number of acceptances to the Compulsory Offer are less than that which is required in order to transfer the total number of Compulsory Transfer Shares, the Shareholder who has made the Compulsory Offer shall be obliged to sell the number of Compulsory Transfer Shares in respect of which acceptances have been received.

Transfers of Compulsory Transfer Shares

- 14.13 The transfer of the relevant number of Compulsory Transfer Shares pursuant to the Compulsory Offer shall occur fifteen (15) Business Days after the Compulsory Transfer Closing Date (or, if article 14.11 shall apply, the closing date of the offer to all other Shareholders (other than the Compulsory Transfer Shareholder and Other Shareholder of the Same Investment Round) as referred to in that article 14.11 (the “**Compulsory Transfer Completion Date**”).
- 14.14 On the Compulsory Transfer Completion Date, the Compulsory Transfer Shareholder (and its Permitted Transferees who are also Shareholders) will transfer the legal and beneficial title to the Compulsory Transfer Shares to the relevant Compulsory Transferees (or, to the extent so required, their respective Permitted Transferees), free from all Encumbrances and with full title guarantee and the Compulsory Transferees will pay the relevant amount of the Compulsory Transfer Price.

Default by Compulsory Transfer Shareholder

- 14.15 If a Compulsory Transfer Shareholder (and its Permitted Transferees who are also Shareholders) fails to comply with its obligations under article 14.14 (a “**Defaulting Compulsory Transfer Shareholder**”), the Company shall, at the request of the Compulsory Transferees, authorise any Director to execute, complete and deliver as agent for and on behalf of such Defaulting Compulsory Transfer Shareholder (which appointment is hereby confirmed) each of the documents referred to in article 14.14. Subject to due stamping (if required), the Directors shall authorise registration of the transfer(s), after which the validity of such transfer(s) shall not be questioned by any person.
- 14.16 A Defaulting Compulsory Transfer Shareholder shall be entitled to the Compulsory Transfer Price for the Compulsory Transfer Shares transferred on its behalf without interest. Payment to the Defaulting Compulsory Transfer Shareholder shall be made in such manner as is agreed between the Company and the relevant Defaulting Compulsory Transfer Shareholder and in the absence of such agreement, by cheque to the Defaulting Compulsory Transfer Shareholder’s last known address. Receipt of the Compulsory Transfer Price for the Compulsory Transfer Shares so transferred or paid shall constitute an implied warranty from the Defaulting Compulsory Transfer Shareholder in favour of the Compulsory Transferees that the legal and beneficial title to the relevant Compulsory Transfer Shares was transferred free from all Encumbrances and with full title guarantee.
- 14.17 The rights attaching to each share to be transferred pursuant to article 14 shall be restricted immediately upon an Equity Payment Default Event and until completion of the transfer of that share pursuant to this article 14 as follows:
- (a) the right to attend and vote at general meetings may only be exercised by the Chairman and no other person;

- (b) the right to receive dividends or other distributions shall cease; and
- (c) the Compulsory Transfer Shareholder (and its Permitted Transferees who are also Shareholders) shall be excluded from any offer under this article 14.

15. TRANSFER OF CONTROL

Tag along

- 15.1 No transfer (other than a transfer permitted or required under article 10, 11, 12, 13.1 to 13.7 or 14 inclusive) of any Shares held by the Requisite Shareholder Majority may be made or validly registered, unless the Requisite Shareholder Majority has observed the procedures set out in these articles 15.1 to 15.7 inclusive.
- 15.2 The Requisite Shareholder Majority shall give each Ordinary Shareholder and holder of Vested A Shares (an **“Equity Holder”**) at least seven (7) days’ notice in advance of the proposed sale (a **“Tag Along Notice”**). The Tag Along Notice shall specify:
- (a) the identity of the proposed purchaser (the **“Purchaser”**);
 - (b) the price per Share that the Purchaser proposes to pay (which in the case of Shares of the same class(es) to be sold by the Requisite Shareholder Majority shall be the same price per Share and which in the case of Vested A Shares shall be the amount which would be payable in respect of A Shares assuming (i) this to be an Exit for the purpose of article 7 and (ii) the price payable for an A Share being determined by reference to the amount required to be paid on it in order to satisfy the requirements of article 7);
 - (c) the manner in which the consideration is to be paid (and which if the consideration is not wholly in cash shall be allocated (subject to the Board’s determination how to address fractional entitlements) proportionately to the amount payable to each selling Shareholder);
 - (d) the number of Shares that the Requisite Shareholder Majority proposes to sell; and
 - (e) the name and address of the nominated representative of the Requisite Shareholder Majority for the purposes of the procedure set out in articles 15.1 to 15.7 inclusive (the **“Requisite Shareholder Majority Representative”**).
- 15.3 Each Equity Holder may, within seven (7) days following receipt of the Tag Along Notice, notify the Requisite Shareholder Majority Representative that it or he wants to sell a certain number of Ordinary Shares and/or Vested A Shares held by it at the proposed sale price. For the avoidance of doubt, Unvested A Shares are not permitted to be sold pursuant to this article 15. Such notification shall be made by delivering a written counter-notice to the Requisite Shareholder Majority Representative which shall specify the number of Ordinary Shares and/or Vested A Shares that the Equity Holder wants to sell. The maximum number of Ordinary Shares and/or Vested A Shares that an Equity Holder can sell under this procedure shall be equal to the result of the following formula:

$$X \times (Y/Z)$$

where:

X is the number of Ordinary Shares and/or Vested A Shares held by the Equity Holder.

Y is the aggregate number of Shares the Requisite Shareholder Majority proposes to sell.

Z is the total number of Shares held by the Requisite Shareholder Majority.

- 15.4 Any Equity Holder that does not send a counter-notice within that seven (7) day period shall be deemed to have specified that it or he does not want to sell any Shares.
- 15.5 After the expiry of seven (7) days from the date that the Equity Holders receive the Tag Along Notice, the Requisite Shareholder Majority shall be entitled to sell to the Purchaser (on the terms notified to the Equity Holders) a number of Shares not exceeding the number specified in the Tag Along Notice, provided always that, at the time of or prior to such sale by the Requisite Shareholder Majority, the Purchaser (or another person) has offered to buy from the Equity Holders the number of Shares that they have respectively indicated they want to sell in any valid counter-notices served in accordance with article 15.3 on terms no less favourable than those obtained by the Requisite Shareholder Majority from the Purchaser.
- 15.6 No sale by the Requisite Shareholder Majority shall be made pursuant to any Tag Along Notice more than six (6) months after service of that Tag Along Notice.
- 15.7 Sales made in accordance with these articles 15.1 to 15.7 inclusive shall not be subject to article 13.

Drag along

- 15.8 If the Greater Shareholder Majority wishes to transfer all of the Greater Shareholder Majority's Shares (a) at an arm's length price to a *bona fide* arm's length third party purchaser (a "**Third Party Purchaser**" and a "**Third Party Sale**") or (b) to a Newco in order to give effect to a Reorganisation (such Third Party Purchaser or Newco (as the case may be) being the "**Buyer**"), the Greater Shareholder Majority shall have the option to require each of the Called Shareholders to sell and transfer all of its Shares to the Buyer (or, where the Buyer is a Third Party Purchaser, as the Buyer shall direct) in accordance with the provisions of articles 15.9 to 15.19 inclusive (the "**Drag Along Option**").
- 15.9 The Greater Shareholder Majority may exercise the Drag Along Option by giving written notice to that effect at any time before completion of the transfer of the Great Shareholder Majority's Shares to the Buyer (the "**Drag Along Notice**"). A Drag Along Notice shall specify:
- (a) the identity of the Buyer and, in the case of a Third Party Sale, if different, the identity of the person to whom the Called Shares are to be transferred;
 - (b) that the Called Shareholders are required to transfer all of their Called Shares to the Buyer (or, in the case of a Third Party Purchaser, as the Buyer may direct);
 - (c) the consideration to be paid for the entire issued share capital of the Company which:
 - (i) in the case of a Third Party Sale shall be allocated in accordance with the provisions of article 7; and
 - (ii) in the case of a Reorganisation shall be shares to be allotted and issued by Newco which satisfy the requirements of the definition of a "**Reorganisation**";
 - (d) in the case of a Third Party Sale, the manner in which the consideration is to be settled which, if the consideration is not payable wholly in cash shall be allocated (subject to the Board's determination as to how to address fractional entitlements) proportionately to the amount payable to each selling Shareholder;

- (e) the proposed date of transfer or if there is no specific date, the basis upon which the date of the transfer will be determined;
- (f) the documents which a Called Shareholder is required to sign or execute and in either case deliver to the Company for the purpose of giving effect to the Drag Along Option, and which documents may include:
 - (i) an agreement between, *inter alia*, the Called Shareholder, the Company and the Buyer by which the Called Shareholder agrees to sell its Called Shares to the Buyer on the terms of the Drag Along Option (any such agreement being referred to in this article 15 as an “SPA”);
 - (ii) one or more share transfer forms in respect of its Called Shares in favour of the Buyer (or, in the case of a Third Party Sale, as it may direct);
 - (iii) a declaration that, from completion of the Drag Along Option, the Called Shareholder holds the Called Shares registered in the name of the Called Shareholder as nominee and on bare trust for the Buyer; and
 - (iv) an indemnity in respect of any share certificate representing that Called Shareholder’s Called Shares if such share certificate is not returned to the Company,

(each such documents being referred to in this article 15 as a “**Called Shareholder Sale Document**”) provided that a Called Shareholder may not be required in any Called Shareholder Sale Document to give the Buyer any representations or warranties other than (i) that it has capacity and authority to enter into that document and the transactions reflected in that document, (ii) that it is not insolvent or unable to pay its debts within the meaning of any insolvency laws applicable to it and has not stopped paying its debts as they fall due, (iii) that it is entitled to transfer or procure the transfer to the Buyer of the full legal and beneficial interest in that Called Shareholder’s Called Shares and (iv) that the Buyer (or such person as it may direct in the case of a Third Party Sale) will acquire the Called Shares on completion of the Drag Along Option with full title guarantee, free from any encumbrances of any nature whatsoever;

- (g) the manner in which any Called Shareholder Sale Documents must be delivered to the Company, and the date by which they must be so delivered, which may not be earlier than five (5) Business days following the date of the Drag Along Notice (the “**Drag Along Delivery Date**”); and
- (h) the name and address of one or more nominated representatives of the Greater Shareholder Majority for the purposes of the procedure set out in article 15.14 (each being a “**Greater Shareholder Majority Representative**”).

- 15.10 Drag Along Notices shall be irrevocable but will lapse if all of the Greater Shareholder Majority’s Shares are not acquired by the Buyer within ninety (90) days after the date the Drag Along Notice was served. The Greater Shareholder Majority may serve further Drag Along Notices if any particular Drag Along Notice lapses.
- 15.11 The sale of the Called Shares to the Buyer shall occur simultaneously with completion of the Buyer’s acquisition of the Greater Shareholder Majority’s Shares unless the holders of Called Shares carrying at least 51% of the total voting rights of the Called Shares and the Greater Shareholder Majority agree otherwise in writing.

- 15.12 The restrictions on transfer set out in articles 13 and 14 and articles 15.1 to 15.7 inclusive shall not apply to any transfer of Shares to a Buyer (or as it may direct) pursuant to the exercise of the Drag Along Option.
- 15.13 No later than the Drag Along Delivery Date, a Called Shareholder must deliver to the Company such Called Shareholder Sale Documents, duly executed by it, in respect of its Called Shares as were specified in the Drag Along Notice.
- 15.14 A Greater Shareholder Majority Representative shall be entitled, whether as agent of a Called Shareholder or otherwise, to:
- (a) sign any Called Shareholder Sale Document on behalf of that Called Shareholder;
 - (b) (in the case of a Third Party Sale) against receipt by the Company on trust for that Called Shareholder of the consideration payable for the relevant Called Shares on completion of the Drag Along Option, deliver those Called Shareholder Sale Documents to the Buyer or as it may direct, and the Company shall hold any cash amount due to that Called Shareholder pursuant to this article and received by it on trust for that Called Shareholder without any obligation to pay interest;
 - (c) (in the case of a Reorganisation) subject to a Greater Shareholder Majority Representative being satisfied that arrangements have been put in place for the allotment and issue by Newco of the shares due to the Called Shareholder in respect of its Called Shares, deliver those Called Shareholder Sale Documents to the Buyer or as it may direct; and
 - (d) receive and respond on that Called Shareholder's behalf to any request to enter into any Called Shareholder Sale Documents.
- 15.15 On completion of the sale of the Called Shares, the Directors shall (subject only to stamping any share transfer forms, if required) immediately register the Buyer (or in the case of a Third Party Sale, as it may direct) as the holder of the Called Shares and after the Buyer (or its nominee) has been registered as the holder, the validity of those proceedings shall not be questioned by any person. A person may be registered as the holder of the Called Shares under this article 15.15 even if no certificate for those Called Shares has been produced.
- 15.16 If any person becomes a Shareholder (a "**New Shareholder**") pursuant to the exercise of any option or other right to acquire Shares after a Drag Along Notice has been served, the New Shareholder will, subject to completion of the Drag Along Option occurring, be bound to sell and transfer all of the Shares acquired by it to the Buyer or as the Buyer may direct. The provisions of articles 15.8 to 15.19 inclusive shall apply (with the necessary changes) with respect to the New Shareholder, save that if the Shares are acquired after the sale of the Called Shares has been completed, completion of the sale of the New Shareholder's Shares shall take place immediately on the New Shareholder acquiring the Shares.
- 15.17 A Called Shareholder shall in good faith cooperate with the Greater Shareholder Majority and any Greater Shareholder Majority Representative in consummating the acquisition by the Buyer of that Called Shareholder's Called Shares.

Interpretation of this article

- 15.18 In this article 15 only:

"**Newco**" shall mean any recently incorporated company that is to acquire the entire issued share capital of the Company pursuant to a Reorganisation;

“Reorganisation” shall mean the acquisition by a Newco of all of the issued share capital of the Company on and subject to the following terms:

- (a) Newco shall acquire all of the issued share capital of the Company in exchange for the issue of shares in itself carrying rights and obligations, to the extent reasonably practicable, the same or similar in all material respects to the rights attaching to the Shares in the capital of the Company for which they are exchanged;
- (b) completion of the acquisition by Newco of all of the Greater Shareholder Majority’s Shares shall occur simultaneously with the acquisition of the Called Shares; and
- (c) immediately following completion of the Reorganisation:
 - (i) the entire issued share capital of the Company will be beneficially owned by Newco;
 - (ii) the entire issued share capital of Newco will be held by such persons (including the Greater Shareholder Majority and each Called Shareholder) in the same proportions as they held the Shares immediately prior to completion of the Reorganisation, *provided that the provisions of this paragraph (ii) will be regarded as having been satisfied if one of the Newco shareholders holds one additional Newco share when compared to the number of Shares it held immediately prior to completion of the Reorganisation as a result of it holding the Newco subscriber share, with the consequential impact on the proportion of Newco shares held by each Newco shareholder*; and
 - (iii) rights and obligations of each class of share in issue in the capital of Newco are, to the extent reasonably practicable, the same or similar in all material respects to the rights attaching to the Shares in the capital of the Company for which they are exchanged;

“Shares” includes bearer shares, warrants, depository receipts and any other security or instrument into which shares may be converted with a view to a sale; and

“transfer” and **“transferee”** shall include respectively the renunciation of a renounceable letter of allotment and the renounee under such a letter of allotment.

Primacy of article

- 15.19 All other regulations of the Company relating to the transfer of Shares and the rights to registration of transfers shall be read subject to this article 15, including for the avoidance of doubt, any rights of pre-emption provided for in these Articles.

16. TRANSFERS TO SECURED INSTITUTIONS

- 16.1 Notwithstanding anything contained in these Articles or otherwise:

- (a) any pre-emption rights and/or other rights to require that Shares be transferred to Shareholders, whether for consideration or not, conferred on existing Shareholders or any other person by these Articles or otherwise and any other restrictions on or conditions applicable to the transfer of Shares contained in these Articles or otherwise (including, but not limited to, those contained in article 15) shall not apply to; and
- (b) the Directors shall not refuse to register, nor suspend registration of,

any transfer of Shares where such transfer is:

- (i) to a bank, lender, fund, financial institution or other person to which or to whom such Shares are charged by way of security (whether as lender, agent, trustee or otherwise) (a “**Secured Institution**”), or to any nominee or transferee of such a Secured Institution;
- (ii) executed by a Secured Institution or its nominee, pursuant to a power of sale or other power under any security document;
- (iii) executed by a receiver or manager appointed by a Secured Institution pursuant to any security document; and/or
- (iv) delivered to the Company for registration by a Secured Institution or its nominee or by a receiver or manager appointed by a Secured Institution,

in each case, subject to and in accordance with the terms of any security document.

- 16.2 Any present or future lien on Shares howsoever arising which the Company has shall not apply in respect of any Shares which have been charged by way of security to, or otherwise secured in favour of a Secured Institution or which are transferred in accordance with the provisions of this article 16.
- 16.3 A certificate executed by the Secured Institution to which or whom such security interest has been or is being granted, certifying that the aforementioned Shares are subject to such security shall be conclusive evidence of such a fact.
- 16.4 A certificate executed by the Secured Institution or its nominee or by a receiver or manager appointed by the Secured Institution, certifying that the aforesaid transfer has been executed in accordance with the provisions of this Article, shall be conclusive evidence of such fact.
- 16.5 For the purposes of this article, “person” includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 1161(1) of the Companies Act 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing

17. SHAREHOLDER DIRECTORS

- 17.1 A Majority Shareholder shall have the right to appoint:

- (a) such number of persons as it wishes to appoint, each willing to act as a Director, as a Director, and to remove from office any Director so appointed; and
- (b) to appoint any person to be an alternate for any Director so appointed by it,

provided that when a Majority Shareholder is part of a particular Shareholder Group, only one member of that Shareholder Group shall be entitled to exercise rights under this article 17.1 with respect to any such appointment.

- 17.2 The appointment and removal of any Majority Shareholder Director shall be by written notice to the Company signed by the Majority Shareholder, and any such appointment or removal shall take effect on delivery of written notice of such appointment or removal, either at the Company’s registered office or at any Directors’ meeting at which it is presented. When appointing any person as a Director the Majority Shareholder shall specify in writing whether or not that Director is to be regarded as a Shareholder Director.

17.3 Notwithstanding any other provision of these Articles, on any resolution which is proposed:

- (a) in general meeting (either on a show of hands or on a poll) to remove a Director appointed by the Majority Shareholder from office; or
- (b) in general meeting (either on a show of hands or on a poll) or as a written resolution to alter these Articles so as to result in the deletion or amendment of article 17.1 or this article 17.3,

the votes cast by the relevant Majority Shareholder which appointed the Director in question (or the duly appointed proxy or corporate representative of the relevant Majority Shareholder which appointed the Director in question) shall, if voting against that resolution, in aggregate carry such number of votes as is required to defeat that resolution.

17.4 A Shareholder shall have the right to appoint:

- (a) one (1) individual willing to act as a Director as a Director and to remove from office any individual so appointed for every ten per cent (10%) of the Ordinary Shares in issue held, in aggregate, by that Shareholder and each of its Affiliates (each a “**10% Shareholder Director**”); and
- (b) to appoint any person to be an alternate for any 10% Shareholder Director so appointed by it,

provided that when a Shareholder is part of a particular Shareholder Group, only one member of that Shareholder Group shall be entitled to exercise rights under this article 17.4 with respect to any such appointment. A Majority Shareholder may exercise rights to appoint and remove Directors under article 17.1 and not this article 17.4.

17.5 The appointment and removal of any 10% Shareholder Director shall be by written notice to the Company signed by the Shareholder making the appointment or removal, and any such appointment or removal shall take effect on delivery of written notice of such appointment or removal, either at the Company’s registered office or at any Directors’ meeting at which it is presented.

17.6 Notwithstanding any other provision of these Articles, on any resolution which is proposed:

- (a) in general meeting (either on a show of hands or on a poll) to remove a 10% Shareholder Director from office; or
- (b) in general meeting (either on a show of hands or on a poll) or as a written resolution to alter these Articles so as to result in the deletion or amendment of article 17.4 or this article 17.6,

the votes cast by the relevant Shareholder which appointed the 10% Shareholder Director in question (or the duly appointed proxy or corporate representative of the relevant Shareholder which appointed the 10% Shareholder Director in question) shall, if voting against that resolution, in aggregate carry such number of votes as is required to defeat that resolution.

17.7 Any Significant Shareholder shall (while it is a Significant Shareholder) be entitled to require in writing:

- (a) the Company to procure that any Shareholder Director appointed and/or removed by it shall also be appointed and/or removed as a director of any subsidiary undertaking of the Company; and

- (b) any Shareholder Director appointed by it shall have the right to attend and participate in meetings of each sub-committee of the Board.

17.8 A Majority Shareholder shall have the right to:

- (a) nominate which Director is to act as chairman of the Board and to direct that any person previously nominated by it shall cease to be chairman of the Board;
- (b) nominate the person who is to be appointed by the Board as CEO and/or to direct that any person acting as CEO shall cease to be CEO; and
- (c) nominate the person who is to be appointed by the Board as CFO and to direct that any person acting as CFO shall cease to be CFO,

provided that when a Majority Shareholder is part of a particular Shareholder Group, only one member of that Shareholder Group shall be entitled to exercise rights under this article 17.8 with respect to any such appointment.

18. PROCEEDINGS OF DIRECTORS

18.1 The quorum for Directors' meetings shall be such number of Directors as shall include one (1) Shareholder Director appointed by each Significant Shareholder (if there is at least one in office appointed by that Significant Shareholder).

18.2 No business shall be conducted at any Directors' meeting unless a quorum is present at the beginning of the meeting and for the duration of the meeting, including at the time when there is to be voting on any business.

18.3 If a quorum is not present within thirty (30) minutes after the time at which the Directors' meeting was due to start, such meeting shall be adjourned for five (5) Business Days to the same day and place. Written notice of any such adjourned meeting shall promptly be given to all Directors entitled to attend such meeting.

18.4 If at the adjourned meeting a quorum is not present within thirty (30) minutes after the time specified for the meeting within the notice of that meeting:

- (a) as a result of a Majority Shareholder Director (and a Majority Shareholder Director failed to attend the previous meeting), such meeting shall be adjourned for a further five (5) Business Days to the same day and place; or
- (b) as a result of any Director (not being a Majority Shareholder Director) appointed by a particular Significant Shareholder not being present (and any Director (not being a Majority Shareholder Director) appointed by that Significant Shareholder failed to attend the previous meeting), it shall not be necessary to have a Director (not being a Majority Shareholder Director) appointed by that Significant Shareholder in attendance to constitute a quorum at such adjourned meeting and a quorum will be capable of being constituted by the other Directors.

18.5 If at a meeting adjourned pursuant to article 18.4(a) a quorum is not present within thirty (30) minutes after the time specified for the meeting within the notice of that meeting as a result of a Majority Shareholder Director not being present, it shall not be necessary to have a Majority Shareholder Director in attendance to constitute a quorum at such adjourned meeting and a quorum will be capable of being constituted by the other Directors.

- 18.6 Unless otherwise agreed by a Shareholder Director appointed by each Significant Shareholder, the Company shall give each Director not less than seven (7) days' prior notice of each meeting of the Directors and each committee of the Directors, accompanied by a written agenda, specifying in reasonable detail the matters to be discussed at that meeting, and accompanied by copies of all documents which are to be discussed at that meeting.
- 18.7 Any Director may waive notice of any Directors' meeting in writing either prospectively or retrospectively and, if he does so, it shall be no objection to the validity of the meeting that notice was not given to him.
- 18.8 Unless otherwise agreed by a Shareholder Director appointed by each Significant Shareholder, no business shall be discussed or voted on at any meeting of the Directors (or at any committee of the Directors) unless included in the agenda accompanying the notice convening that meeting.
- 18.9 If the Majority Shareholder Directors present at a meeting of the Directors do not constitute a majority of the Directors present at that meeting, any resolution proposed at that meeting shall not be capable of being passed unless a majority of the Majority Shareholder Directors present at that meeting have voted in favour of that resolution.
- 18.10 Subject to article 18.9, in the event of an equality of votes at a Directors' meeting, the chairman or other Director chairing the meeting in question shall not have a second or casting vote.

19. DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING

- 19.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of Board or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; and
 - (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.
- 19.2 The general rule is that a Director shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company, but this article shall not absolve him of any duty he may have pursuant to section 175 of the Act and is without prejudice to the operation of article 19 and subject to the terms of any authorisation made under it.

19.3 Subject to article 19.2, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman, whose ruling in relation to any Director other than the chairman is to be final and conclusive.

19.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20. DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

20.1 Provided that he has duly disclosed the nature and extent of any material interest of his, a Director may, notwithstanding his office or that, without the authorisation conferred by this article 20.1, he would or might be in breach of his duty under section 175 of the Act to avoid conflicts of interest:

- (a) be interested in shares or other securities issued by the Company or by any group undertaking, or by any other undertaking promoted by the Company or any group undertaking, or in which the Company or any group undertaking is otherwise interested;
- (b) be party to, or otherwise interested in, any transaction or arrangement with any group undertaking or any such other undertaking;
- (c) be a director or other officer of, or employed by, or owe any duty to, any group undertaking or any such other undertaking; or
- (d) otherwise be interested in any group undertaking or any such other undertaking.

20.2 No Director shall:

- (a) by reason of his office be accountable to the Company for any benefit which he derives from any office or employment, or by virtue of any interest, participation or duty, that he is authorised under article 20.3 to have (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);
- (b) be in breach of his duties as a Director by reason only of his excluding himself from the receipt of information, or from taking part in any decision-making or discussion (whether at meetings of the Directors or otherwise), that will or may relate to any such office, employment, interest, participation or duty;
- (c) be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any such office, employment, interest, participation or duty if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

20.3 The Directors, if the quorum and voting requirements set out below are satisfied, and/or the Shareholders may authorise any matter that would otherwise involve a Director breaching or potentially breaching his duty under section 175 of the Act to avoid conflicts of interest, and any director (including the director concerned) may propose that the Director concerned be authorised in relation to any matter the subject of such a conflict provided that:

- (a) such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of the Articles, except that the Director concerned and any other Director with a similar interest:
 - (i) shall not be counted for quorum purposes as taking part in the decision-making process while the conflict is under consideration;
 - (ii) may, if the other Directors so decide, be excluded from taking part in the decision-making process while the conflict is under consideration; and
 - (iii) shall not vote on any resolution authorising the conflict except that, if any such Director does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and
- (b) where the Directors give authority in relation to such a conflict:
 - (i) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the Director concerned as they may determine, including, without limitation, the exclusion of the Director from the receipt of information or participation in any decision-making or discussion (whether at meetings of the Directors or otherwise) related to the matter giving rise to the conflict;
 - (ii) the Director concerned will be obliged to conduct himself in accordance with any terms imposed from time to time by the Directors in relation to the conflict but will not be in breach of his duties as a Director by reason of his doing so;
 - (iii) the authority may provide that, where the Director concerned obtains (otherwise than by virtue of his position as a Director) information that is confidential to a third party, the Director will not be obliged to disclose that information to the company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
 - (iv) the authority may also provide that the Director concerned shall not be accountable to the Company for any benefit that he receives as a result of the matter giving rise to the conflict;
 - (v) the receipt by the Director concerned of any remuneration or benefit as a result of the matter giving rise to the conflict shall not constitute a breach of the duty under the Act not to accept benefits from third parties;
 - (vi) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - (vii) the Directors may withdraw such authority at any time.

20.4 Notwithstanding any other provisions of these Articles, any Shareholder Director shall be entitled to act as a director and/or officer and/or employee of:

- (a) the Significant Shareholder who appointed (or is deemed to have appointed) him as a Shareholder Director;
- (b) any Affiliate of that Significant Shareholder; and

- (c) any undertaking in which that Shareholder and/or any Affiliate of that Significant Shareholder have any interest,

and the Board and/or the Shareholders shall authorise any such conflicts and all other actual or potential conflicts which may reasonably be expected to arise out of a prospective Shareholder Director's and/or of a Shareholder Director's performance of his duties as a director and/or officer and/or employee of any such person without imposing any terms, conditions or limitations on the authorisation, and neither the Board nor the Shareholders shall be entitled to vary or terminate any such authorisation.

21. NOTICES

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

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five (5) Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five (5) Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

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

22. INDEMNITY

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

- (a) each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation thereto; and
 - (ii) in relation to the Company's (or other Group Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs; and

- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in this article 22.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

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

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

23. DEFINITIONS AND INTERPRETATION

General

23.1 In these Articles, a reference to a statute or statutory provision includes:

- (a) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it;
- (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

23.2 The headings in these Articles and the contents page are for convenience only and shall not affect its construction or interpretation.

23.3 Where the expressions “**equity securities**”, “**parent company**”, “**holding company**”, “**subsidiary undertaking**” and “**subsidiary**” are used in these Articles (including, for the avoidance of doubt, in the Definitions in article 23.6) they have the meanings given to them by the Act.

23.4 Unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) words denoting a gender shall include all genders; and
- (c) references to persons shall include bodies corporate, corporations and firms.

23.5 Any phrase in these Articles introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Definitions

23.6 In these Articles, each of the following expressions shall, unless the context otherwise requires, have the meaning set opposite them:

“10% Shareholder”	a Shareholder, if the aggregate number of Ordinary Shares held by that Shareholder and each of its Affiliates (if any) represent ten per cent. (10%) or more, but less than forty per cent. (40%), of the Ordinary Shares in issue (and for the purpose of article 17.4, a Shareholder shall be deemed to have such percentage of the aggregate number of Ordinary Shares in issue from time to time as it would have if all subscription instalments or tranches pursuant to any Deferred Payment Equity Investment Agreement entered into by it and also by any other Shareholder had been completed (unless such Shareholder shall have defaulted in completing any subscription instalment or tranche, when it shall be deemed not to hold any of such Ordinary Shares for which it has an outstanding subscription obligation));
“10% Shareholder Director”	any director of the Company appointed by a Shareholder under article 17.4;
“40% Shareholder”	a Shareholder if the aggregate number of Ordinary Shares held by that Shareholder and each of its Affiliates (if any), represent forty per cent (40%) or more of the Ordinary Shares in issue (and for the purpose of article 17.1, a Shareholder shall be deemed to have such percentage of the aggregate number of Ordinary Shares in issue from time to time as it would have if all subscription instalments or tranches pursuant to any Deferred Payment Equity Investment Agreement entered into by it and also by any other Shareholder had been completed (unless such Shareholder shall have defaulted in completing any subscription instalment or tranche, when it shall be deemed not to hold any such Ordinary Shares for which it has an outstanding subscription obligation));
“Accountants”	the Company’s accountants from time to time;
“Act”	the Companies Act 2006, as amended;
“Affiliate”	<ul style="list-style-type: none">(d) in the case of a company, any Member of the same Group;(e) in the case of an Investment Fund or a Fund Manager, any Member of the same Fund Group;(f) in the case of Infracapital (GC) or any Infracapital Entity, any other Infracapital Entity;

“Articles”	these Articles of Association and an “article” means an article of these Articles;
“A Shareholder Representative”	<p>an A Shareholder nominated as follows:</p> <ul style="list-style-type: none"> (a) an A Shareholder who continues to be an Employee and who is nominated in writing by A Shareholders who continue to be Employees and who hold a majority of the A Shares held by A Shareholder who continue to be Employees; (b) if no person is appointed in accordance with paragraph (a), an A Shareholder who is nominated in writing by A Shareholders who hold a majority of the A Shares held by A Shareholders; and (c) if no person is appointed in accordance with paragraph (a) or (b) an A Shareholder selected in good faith by the Board;
“A Share Proportion”	has the meaning given in article 4.1;
“A Shares”	the A ordinary shares of £0.01 each in the capital of the Company and “A Share” means any one of them;
“Board”	the board of Directors as constituted from time to time or (as the context requires) the Directors present at a meeting of the board of Directors at which a quorum is present;
“Business Day”	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
“Buyer”	a bona fide arm’s length purchaser to whom the Greater Shareholder Majority wishes to transfer all of the Greater Shareholder Majority’s Shares under article 15.8;
“Called Shareholders”	the Shareholders who do not form part of the Greater Shareholder Majority;
“Called Shares”	the Shares held by the Called Shareholders;
“CEO”	the chief executive officer of the Company;
“CFO”	the chief financial officer of the Company;
“Chairman”	the chairman of the Board from time to time;
“Compulsory Offer”	has the meaning attributed to it in article 14;
“Compulsory Offer Date”	has the meaning attributed to it in article 14.1;

“Compulsory Transfer Closing Date”	has the meaning attributed to it in article 14.8(f);
“Compulsory Transfer Completion Date”	has the meaning attributed to it in article 14.13;
“Compulsory Transferee”	has the meaning attributed to it in article 14.8(a);
“Compulsory Transfer Maximum”	has the meaning attributed to it in article 14.8(c);
“Compulsory Transfer Notice”	has the meaning attributed to it in article 14.7;
“Compulsory Transfer Proportion”	in relation to any Other Shareholder of the Same Investment Round, the proportion which the number of Shares held by such Other Shareholder of the Same Investment Round (and its Permitted Transferees) bears to the total number of Shares held by all Other Shareholders of the Same Investment Round (and their Permitted Transferees);
“Compulsory Transfer Shareholder”	has the meaning attributed to it in article 14.1;
“Compulsory Transfer Shares”	has the meaning attributed to it in article 14.1;
“Control”	<p>the power of a person to secure that the affairs of another are conducted directly or indirectly in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> (a) by means of the ownership of the majority of the voting shares or the possession of the majority of the exercisable of voting rights (whether at general meetings of members of that person or at meetings of the Board (or equivalent body) of that person) on all or substantially all matters; (b) by virtue of any powers conferred by law, constitutional documents or other documents or arrangements (including proxy voting arrangements, contractual arrangements or other means); (c) in the case of a Fund, by the right to be appointed the manager of or adviser to that Fund (and “adviser” when used in this sub-paragraph (c) shall mean an entity which provides a Fund with advice in relation to the management of investments of that Fund),

	and related expressions such as “Controller” , “Controlled” and “Controlling” shall be construed accordingly;
“Deemed Transfer Notice”	a Transfer Notice which is deemed to have been given;
“Defaulting Compulsory Transfer Shareholder”	has the meaning attributed to it in article 14.15;
“Deferred Payment Equity Investment Agreement”	has the meaning attributed to it in article 14.1;
“Director”	a director of the Company;
“Drag Along Notice”	has the meaning attributed to it in article 15.9;
“Drag Along Option”	has the meaning attributed to it in article 15.8;
“Eligible Director”	a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);
“Employee”	an individual who is a director of and/or who is employed by or who directly or indirectly provides consultancy services to, the Company or any other Group Company;
“Employees’ Share Scheme”	an employees’ share scheme as defined in section 1166 of the Act and also a share option scheme pursuant to which options to acquire Shares may be granted to consultants and/or contractors of a Group Company;
“Employees’ Share Scheme Limit”	such number of Shares as is agreed upon in writing from time to time between the Company and each and any Significant Shareholder;
“Encumbrance”	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having similar effect;
“Equity Holder”	has the meaning attributed to it in article 15.2;
“Equity Payment Default Event”	has the meaning attributed to it in article 14.1;
“Equity Value”	in respect of the Company has the meaning given in article 4.2;
“Excess Compulsory Transfer Proportion”	in relation to any Compulsory Transferee, the proportion which the number of Shares held by such Compulsory Transferee (and its Permitted Transferees) bears to the

	total number of Shares held by all Compulsory Transferees (and their Permitted Transferees);
“Excess Compulsory Transfer Shares”	has the meaning attributed to it in article 14.8(c);
“Exit”	a <i>bona fide</i> arms’ length sale of Shares (other than A Shares) carrying more than 50% of the voting rights exercisable at a general meeting of the Company (ignoring for this purpose any voting rights attaching to the A Shares) provided that the following shall not be regarded as an Exit: (i) a sale or transfer of Shares between Funds if such sale or transfer is a Fund Reorganisation, (ii) an issue of new shares triggering a change of control and (iii) if Infracapital Entities following any sale of shares in aggregate continue to hold shares carrying more than 50% of the voting rights exercisable at a general meeting of the Company (ignoring for this purpose any voting rights attaching to the A Shares);
“Family Trust”	as regards any particular individual Shareholder (or deceased or former individual Shareholder) a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the trust or in consequence of an exercise of a power or discretion conferred thereby on any person or persons);
“FSMA”	the Financial Services and Markets Act 2000, as amended;
“Fund”	any co-investment vehicle, unit trust, investment trust, investment company, limited partnership, general partnership, collective investment scheme (as defined in section 235 of FSMA), pension fund, insurance company, authorised person under FSMA or any body corporate or other entity, in each case the assets of which are advised or managed professionally for investment purposes;
“Fund Manager”	a person whose principal business is to make, manage or advise upon investments in securities;
“Fund Reorganisation”	means (in respect of an Infracapital Entity):

- (d) any direct or indirect transfer of an Infracapital Entity's entire holding of Shares (and not less than the entire holding of Shares), to an Investment Fund (or an entity Controlled by an Investment Fund), that is an Affiliate of that Infracapital Investor (the "**Affiliated Infracapital Fund**"); or
- (e) any direct or indirect transfer of any equity interest in an Infracapital Entity or in any entity Controlling directly or indirectly an Infracapital Entity to an Affiliated Infracapital Fund, such that, as a result of such transfer, the Infracapital Entity is directly or indirectly Controlled by such Affiliated Infracapital Fund,

where, in respect of both (a) and (b) above:

- (i) all or a majority of the limited partners of the Affiliated Infracapital Fund are or were also limited partners of the Infracapital Entity which is the subject of the Fund Reorganisation; or
- (ii) the Affiliated Infracapital Fund is a successor or continuation fund in respect of the Infracapital Entity which is the subject of the Fund Reorganisation;
- (iii) the transaction entails the payment only of an in-kind (i.e. non cash) consideration or a cash consideration set at nominal value; or
- (iv) the transfer is for regulatory or tax reasons or otherwise prescribed by Applicable Law(s) or is due to any bankruptcy or other insolvency proceeding under Applicable Law(s)

and any transfer by any Affiliated Infracapital Fund satisfying either (a) or (b) above and at least one of (i) to (iv) above shall also be considered a Fund Reorganisation;

"Greater Shareholder Majority"

holders of Ordinary Shares carrying eighty per cent. (80%) or more of the aggregate nominal value of the Ordinary Shares in issue;

"Greater Shareholder Majority Representative"

has the meaning attributed to it in article 15.9(h);

"Greater Shareholder Majority's Shares"

all of the Ordinary Shares held by the Greater Shareholder Majority;

“Group Company”	the Company, its holding company (if any) and any company which is for the time being a subsidiary of the Company or its holding company;
“Hurdle”	has the meaning attributed to it in article 4.3;
“Independent Expert”	has the meaning attributed to it in article 4.4 and 14.3 (as applicable);
“Infracapital (GC)”	Infracapital (GC) SLP LP, registered in Scotland as a limited partnership under the Limited Partnerships Act 1907 (with limited partnership number SL20019);
“Infracapital Entity”	<p>Infracapital (GC) and any person directly or indirectly Controlling or Controlled by, or under direct or common Control with, Infracapital (GC), and shall also include:</p> <ul style="list-style-type: none"> (a) MAGIM, MAGAIM and their respective subsidiary undertakings, parent undertakings and any subsidiary undertakings of their respective parent undertakings (each a member of the “M&G Group”); and (b) Infracapital Greenfield Partners I LP and any other Fund managed by, advised by or whose general partner is MAGIM, MAGAIM or any member of the M&G Group, any other entity whose directors, employees or managers include any two or more directors of the team known as the Infracapital business unit of M&G at the relevant time, (each an “Infracapital Fund”) or any other manager of any Infracapital Fund or any other entity appointed at the election of a majority of the limited partners of an Infracapital Fund or any subsidiary undertaking of an Infracapital Fund
“Infracapital Greenfield Partners I LP”	Infracapital Greenfield Partners I LP, registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 (with limited partnership number LP17149);
“Investment Fund”	a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager;
“MAGIM”	M&G Investment Management Limited, a company incorporated in England and Wales with registered number 00936683;
“MAGAIM”	M&G Alternatives Investment Management Limited, a company incorporated in England and Wales with registered number 02059989;

“Majority Shareholder”	a Shareholder if the aggregate number of Shares held by that Shareholder and each of its Affiliates (if any), represent a majority of the Shares in issue (and for the purpose of article 17.1, a Shareholder shall be deemed to have such percentage of the aggregate number of Shares in issue from time to time as it would have if all subscription instalments or tranches pursuant to any Deferred Payment Equity Investment Agreement entered into by it and also by any other Shareholder had been completed (unless such Shareholder shall have defaulted in completing any subscription instalment or tranche, when it shall be deemed not to hold any such Shares for which it has an outstanding subscription obligation));
“Majority Shareholder Director”	any Director appointed by a Shareholder under article 17.1 and who is nominated as a Shareholder Director;
“Member of the same Fund Group”	<p>if the Shareholder is an Investment Fund or a nominee of such Investment Fund:</p> <ul style="list-style-type: none"> (a) any participant or partner in or member of such Investment Fund or the holders of any unit trust which is a participant or partner in or member of such Investment Fund (but in any such case only in connection with the dissolution of such Investment Fund or any distribution of assets of such Investment Fund pursuant to the operation of such Investment Fund in the ordinary course of business); (b) any Investment Fund managed by that same Fund Manager of such Investment Fund; or (c) any parent undertaking or subsidiary undertaking of that same Fund Manager of such Investment Fund, or any subsidiary undertaking of any parent undertaking of such Fund Manager; or (d) any trustee, nominee or custodian of such Investment Fund and vice versa;
“Member of the same Group”	as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of that company or a subsidiary undertaking of any such parent undertaking;
“Model Articles”	the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>), as amended, and a “ model article ” means an article of the Model Articles;

“Ordinary Shares”	the ordinary shares of £0.01 each in the capital of the Company and “Ordinary Share” means any one of them;
“Original Date of Adoption”	<u>16 June</u> 2023;
“Original Shareholder”	has the meaning attributed to it in article 11.1;
“Other Shareholder(s) of the Same Investment Round”	<p>in relation to a Deferred Payment Equity Investment Agreement under which an Equity Payment Default Event has occurred, any Shareholder (other than the Compulsory Transfer Shareholder and any other Shareholder who is also at the relevant time a Compulsory Transfer Shareholder and their respective Permitted Transferees);</p> <p>(a) who invested or agreed to invest in the investment round of the Company to which such Deferred Payment Equity Investment Agreement relates; and</p> <p>(b) whose aggregate equity investment (including any such investment by its Permitted Transferees) in such investment round (whether made at, or substantially contemporaneously with, the completion of payment of the first instalment or tranche under such investment round or subsequently) is not less than 10% of all amounts subscribed under such investment round at the date of service by the Company of notice of the relevant Equity Payment Default Event;</p>
“Permitted Transferee”	<p>in relation to:</p> <p>(a) a Shareholder who is an individual, any of his Privileged Relations or the trustee(s) of a Family Trust; and</p> <p>(b) a Shareholder which is not an individual, any of its Affiliates;</p>
“Privileged Relation”	the Shareholder concerned’s spouse, civil partner (as defined in the Civil Partnerships Act 2004) or their children (including step or adopted children);
“Purchaser”	has the meaning attributed to it in article 15.2(a);
“Relevant Loss”	any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer’s duties or powers in relation to the Company (or other Group Company) or any pension fund or employees’ share scheme of any Group Company;
“Relevant Officer”	any director or other officer or former director or other officer of 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 any 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;
“Requisite Shareholder Majority”	Shareholders holding more than fifty per cent. (50%) of the aggregate nominal value of the Shares in issue;
“Requisite Shareholder Majority Representative”	has the meaning attributed to it in article 15.2(e);
“Requisite Shareholder Majority’s Shares”	all of the Shares held by the Requisite Shareholder Majority;
“Sale Price”	the sale price of the Sale Shares, agreed or determined in accordance with article 13.4 in the case of a Deemed Transfer Notice, and as set out in the Transfer Notice in all other cases;
“Sale Shares”	Shares specified in the Transfer Notice, or in respect of which the Transfer Notice is deemed to have been given;
“Share”	means a share in the capital of the Company;
“Shareholder”	a holder of any Shares;
“Shareholder Director”	a Director: <ul style="list-style-type: none"> (a) who is appointed by a Majority Shareholder under article 17.1 and who is nominated as a Shareholder Director; and (b) who is appointed under article 17.4;
“Shareholder Group”	a Shareholder and its Affiliates;
“Significant Shareholder”	a 10% Shareholder, a 40% Shareholder and/or a Majority Shareholder;
“Subscription Price”	in respect of an A Share means the subscription price of that A Share;
“Tag Along Notice”	has the meaning attributed to it in article 15.2;
“transfer”	in relation to a transfer of Shares, shall be deemed to include a transfer of any interest in Shares (whether legal, beneficial or otherwise);
“Transfer Direction”	has the meaning given in article 8.2;
“Transfer Notice”	a notice given by a Shareholder who desires to transfer any Shares under article 13.1;

“Valuation Date”	<p>the earlier to occur of:</p> <ul style="list-style-type: none"> (a) completion of an Exit; (b) 31 March 2026 (the “Measurement Date”); and (c) the passing of a resolution for a winding up of the Company;
“Vendor”	the transferor under a Transfer Notice or a Deemed Transfer Notice;
“Unvested”	in respect of A Shares held by a particular Shareholder means such proportion of those A Shares held by him which are to be regarded as Unvested at any particular time in accordance with any written agreement between the Company and the A Shareholder to whom those A Shares were originally allotted; and
“Vested”	in respect of A Shares held by a particular Shareholder means such proportion of those A Shares held by him which are to be regarded as Vested at any particular time in accordance with any written agreement between the Company and the A Shareholder to whom those A Shares were originally allotted.