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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

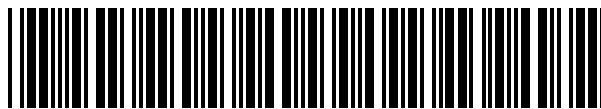
Company Number **15168911**

The Registrar of Companies for England and Wales, hereby certifies that

DEVELOPMENT IMPACT GROUP HOLDINGS LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **27th September 2023**



N15168911J



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **27/09/2023**

XCCXFZWG

Company Name in full:

DEVELOPMENT IMPACT GROUP HOLDINGS LTD

Company Type:

Private company limited by shares

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**ORIEL HOUSE 26 THE QUADRANT
RICHMOND
SURREY
UNITED KINGDOM TW9 1DL**

Sic Codes:

64205

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **MR BOO HOCK**
Surname: **KHOO**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **MALAYSIA**

Date of Birth: ****/03/1970** *Nationality:* **MALAYSIAN**
Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full Forename(s): **MR DALE GARTH**
Surname: **PETRIE**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1985** *Nationality:* **BRITISH**
Occupation: **CERTIFIED ACCOUNTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**

Full Forename(s): **MR LASITHA NUWAN VINCENT**

Surname: **PERERA**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/08/1977** *Nationality:* **BRITISH**

Occupation: **BANKER**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	A	<i>Number allotted</i>	50
	ORDINARY	<i>Aggregate nominal value:</i>	50
	SHARES		
<i>Currency:</i>	USD		
<i>Prescribed particulars</i>			

EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES. EACH SHARE IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION. ON THE WINDING UP OF THE COMPANY EACH SHARE IS ENTITLED TO A PREFERENTIAL DISTRIBUTION OF £18,045 AND IS THEN ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION FROM THE REMAINDER OF ASSETS.

<i>Class of Shares:</i>	B	<i>Number allotted</i>	40
	ORDINARY	<i>Aggregate nominal value:</i>	40
	SHARES		
<i>Currency:</i>	USD		
<i>Prescribed particulars</i>			

EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES. EACH SHARE IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION. ON THE WINDING UP OF THE COMPANY EACH SHARE IS ENTITLED TO A PREFERENTIAL DISTRIBUTION OF £18,843.75 AND IS THEN ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION FROM THE REMAINDER OF ASSETS.

<i>Class of Shares:</i>	C	<i>Number allotted</i>	10
	ORDINARY	<i>Aggregate nominal value:</i>	10
	SHARES		
<i>Currency:</i>	USD		
<i>Prescribed particulars</i>			

EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES. EACH SHARE IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR ANY OTHER DISTRIBUTION. ON THE WINDING UP OF THE COMPANY EACH SHARE IS ENTITLED TO A PREFERENTIAL DISTRIBUTION OF £24,282 AND IS THEN ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION FROM THE REMAINDER OF ASSETS.

Statement of Capital (Totals)

<i>Currency:</i>	USD	<i>Total number of shares:</i>	100
		<i>Total aggregate nominal value:</i>	100
		<i>Total aggregate unpaid:</i>	100

Initial Shareholdings

Name: **BOO HOCK KHOO**

Address **ORIEL HOUSE 26 THE
QUADRANT
RICHMOND
SURREY
UNITED KINGDOM
TW9 1DL**

Class of Shares: **C ORDINARY SHARES**

Number of shares: **10**
Currency: **USD**
Nominal value of each share: **1**
Amount unpaid: **1**
Amount paid: **0**

Name: **DALE PETRIE**

Address **ORIEL HOUSE 26 THE
QUADRANT
RICHMOND
SURREY
UNITED KINGDOM
TW9 1DL**

Class of Shares: **B ORDINARY SHARES**

Number of shares: **40**
Currency: **USD**
Nominal value of each share: **1**
Amount unpaid: **1**
Amount paid: **0**

Name: **LASITHA PERERA**

Address **ORIEL HOUSE 26 THE
QUADRANT
RICHMOND
SURREY
UNITED KINGDOM
TW9 1DL**

Class of Shares: **A ORDINARY SHARES**

Number of shares: **50**
Currency: **USD**
Nominal value of each share: **1**
Amount unpaid: **1**
Amount paid: **0**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR BOO HOCK KHOO**

Country/State Usually Resident: **MALAYSIA**

Date of Birth: ****/03/1970** *Nationality:* **MALAYSIAN**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person has the right to exercise, or actually exercises, significant influence or control over the company.

Individual Person with Significant Control details

Names: **MR DALE GARTH PETRIE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1985** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Individual Person with Significant Control details

Names: **MR LASITHA NUWAN VINCENT PERERA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1977** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	BOO HOCK KHOO
<i>Authenticated</i>	YES
<i>Name:</i>	DALE PETRIE
<i>Authenticated</i>	YES
<i>Name:</i>	LASITHA PERERA
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

DEVELOPMENT IMPACT GROUP HOLDINGS LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
BOO HOCK KHOO	Authenticated Electronically
DALE PETRIE	Authenticated Electronically
LASITHA PERERA	Authenticated Electronically

Dated: 27/09/2023

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

MODIFIED

ARTICLES OF ASSOCIATION

of

DEVELOPMENT IMPACT GROUP HOLDINGS LIMITED

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Private Company Limited by Shares

Articles of Association of Development Impact Group Holdings Limited

(Incorporated in England and Wales under registered no. [])

1 MODEL ARTICLES

- 1.1 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any legislation or in any statutory instrument or other subordinate legislation.
- 1.2 The whole of Model Articles 7, 8, 11(2), 13, 14(1), 14(2), 14(3), 14(4), 14(5), 17, 22, 26(5), 50, 52 and 53 shall not apply to the Company.
- 1.3 Any reference to the 'chairman' in the Model Articles, shall for the purposes of these Articles be deemed as a reference to the 'Chairman'.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

appointor	has the meaning given to it in Article 4.1
Articles	means these articles of association of the Company as constituted under Article 1.1 (as amended from time to time)
Associated Undertaking	any Group Company, any undertaking promoted by or advised by or managed by a Group Company and any undertaking in which a Group Company is otherwise interested
Board	means the board of directors of the Company from time to time
Board Supermajority	the agreement of all Directors, less one

Business Day	any day other than a Saturday, Sunday or public holiday in England and Wales
Companies Act	means the Companies Act 2006
Company	means Development Impact Group Holdings Limited, registered number []
Deadlock Matter	has the meaning given to it in Article 10.1
Director	means a director of the Company from time to time
Encumbrance	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement
Group Company	<p>a body corporate which is at the relevant time:</p> <p>(a) a subsidiary of the Company; or</p> <p>(b) the Company's holding company or a subsidiary of that holding company,</p> <p>and for these purposes holding company and subsidiary have the meaning given to those expressions in section 1159 of the 2006 Act</p>
Model Articles	means the model articles for private companies limited by Shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI

2008/3229), as at the date of adoption of these Articles

Relevant Agreement

has the meaning given to it in Article 19.1

Share

shares in the issued share capital of the Company from time to time, being ordinary shares on the date hereof

Shareholder

means any holder of any Share from time to time

Shareholder Communication

means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons

Supermajority Consent

the unanimous consent of Shareholders together holding at least 75% of the voting rights in the Company

USD

United states dollars, being the lawful currency of the United States of America

2.2 Unless the context otherwise requires:

- (a) each gender includes the other genders;
- (b) the singular includes the plural and vice versa;
- (c) references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- (d) the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- (e) the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;

- (f) the contents table and the descriptive headings to provisions in these Articles are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Articles;
- (g) references to legislation or legislative provisions include any modification or re-enactment thereof but exclude any re-enactment or modification after the date of these Articles to the extent they make any party's obligations more onerous or otherwise adversely affect the rights of any party;
- (h) except where the contrary is stated or the context otherwise requires, any reference in the Articles to legislation includes any order, regulation, instrument or other subordinate legislation made and for the time being in force under that legislation or which amends such legislation, and any reference to legislation, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force;
- (i) references to 'writing' or 'written' include faxes and any other method of reproducing words in a legible and non-transitory form, including email;
- (j) a person shall be deemed to be 'connected' with another if that person is connected with such other within the meaning of section 1122 of the Corporation Tax Act 2010; and
- (k) the term 'acting in concert' shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.

3 NUMBER OF DIRECTORS

- 3.1 The number of Directors (excluding alternate directors) shall not be less than three.

4 ALTERNATE DIRECTORS

- 4.1 Any Director (other than an alternate director) (the "**appointor**") may appoint any other Director or any other person to be an alternate director and may remove from office an alternate director so appointed. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 4.2 An alternate director has the same rights, in relation to any Board meeting or Directors' written resolution, as the alternate's appointor.

4.3 Except as these Articles specify otherwise, alternate directors are:

- (a) deemed for all purposes to be Directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their appointors; and
- (d) not deemed to be agents of or for their appointors.

4.4 An alternate director may be paid expenses as if they were a Director but shall not be entitled to receive from the Company any fee in their capacity as an alternate director except only such part (if any) of the remuneration otherwise payable to the Director appointing them as such Director may by notice in writing to the Company from time to time direct. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of Directors of which their appointor is a member at such address as they shall have notified to the secretary.

4.5 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- (c) on the death of the alternate's appointor; or
- (d) when the appointment of the alternate's appointor as a Director terminates.

5 PROCEEDINGS OF DIRECTORS AND DECISIONS

5.1 Subject to the provisions of these Articles and any Relevant Agreement, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

5.2 Subject to Article 5.4, all business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no resolution shall be effective unless carried by a majority.

- 5.3 Meetings of the Board shall be held at least once every three months and otherwise as circumstances require.
- 5.4 The following matters will be decided by a Board Supermajority:
- (a) the mid-term and/or long term strategy of the Company and its subsidiaries (if any);
 - (b) any undertaking by the Company to create or increase a debt obligation;
 - (c) the initiation of settlement of any litigation is an amount exceeding USD 100,000;
 - (d) subject to the provisions of and arrangements permitted in any Relevant Agreement, conflicts of interest and/or related party transactions involving the Company or its subsidiaries (if any);
 - (e) approval of the annual budget;
 - (f) any changes to the Company's dividend policy;
 - (g) any change of auditors and/or bankers of the Company; and
- 5.5 No resolution may be proposed or passed at any such meeting unless the nature of the business to which the resolution relates is included in the agenda for the meeting or unless all the Directors agree in writing.
- 5.6 A decision of the Directors may also take the form of a resolution in writing, copies of which have been signed by the requisite number of Directors or to which each such Director has otherwise indicated agreement in writing, provided that such Directors would have formed a quorum if the matter had been proposed as a resolution at a meeting of Directors.
- 5.7 The quorum for the transaction of business at any Board meeting is two Directors present when the meeting proceeds to business.
- 5.8 Each Director shall have one vote.
- 5.9 Any Director or alternate director may validly participate in a meeting of the Board through telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout

such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Companies Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place.

5.10 Board meetings shall take place in the United Kingdom.

5.11 The Company may not take, or agree to take, certain and specific actions as set out in any Relevant Agreement as requiring Supermajority Consent(s) without the prior written agreement of Shareholders by Supermajority Consent.

6 TERMINATION OF DIRECTORS' APPOINTMENT

In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) and those set out in any Relevant Agreement, a person ceases to be a Director as soon as that person is removed from office as a Director in accordance with these Articles and any Relevant Agreement.

7 CONFLICTS OF INTEREST

7.1 Model Articles 14.1, 14.2, 14.3 and 14.5 shall not apply to the Company.

7.2 Subject to the Companies Act and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director:

- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- (b) may hold any other office or employment with the Company;
- (c) may count in the quorum at Board meetings and vote in relation to any matter which is not classified as a conflict of interest matter (or any matter which is not included within or does not fall within the scope of a conflict matter) in any Relevant Agreement;
- (d) may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested;
- (e) may, or any firm or company of which he is a member or director may, act in a

professional capacity for the Company or any body corporate in which the Company is in any way interested; and

- (f) shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by Articles 7.2(a) to 7.2(e) and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

7.3 Except where prohibited under law or any Relevant Agreement, a Director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in this Article 7 and in any of the circumstances set out in Model Article 14.4.

7.4 If a Director is or becomes a member, manager or employee of the Company or any other Group Company, any conflict situation which arises only by reason of such a conflict matter is permitted and the relevant conflicting matter does not require disclosure and authorisation in accordance with these Articles.

7.5 A Director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the Company for any benefit which he (or a person connected with him) derives from:

- (a) a conflicting matter authorised by the Directors; or
- (b) a conflicting matter to which these Articles refer,

and no transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

7.6 A Director, notwithstanding his office or that such situation or interest may conflict with the interests of or his duties to the Company, may:

- (a) when participating in a decision of the Directors, may represent and promote the interests of one or more Shareholders;
- (b) be from time to time a director or other officer of, or employed by, or otherwise interested in, any Associated Undertaking;
- (c) be a party to, or otherwise interested in, any contract, transaction or arrangement in which an Associated Undertaking is interested;
- (d) make full disclosure of any information or other matter relating to the Company

or any undertaking in which the Company is interested to a Shareholder (or anyone acting on behalf of any such person, including its advisers); and

- (e) if he obtains (other than through his position as a Director) information that is confidential to a third party, or in respect of which he owes a duty of confidentiality to a third party, or the disclosure of which would amount to a breach of applicable law or regulation, choose not to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation.

8 APPOINTMENT AND REMOVAL OF DIRECTORS

- 8.1 The Board will be composed of up to six and no fewer than three Directors.
- 8.2 The appointment and removal of Director(s) (always subject to the numerical limit specified in clause 8.1 from time to time) may be appointed (or removed) to sit on the Board from time to time by a Supermajority Consent.
- 8.3 The Directors shall be responsible for the day-to-day operations and management of the Company, and such authority may be amended or varied after the date hereof by a unanimous resolution of the Board in writing from time to time.
- 8.4 The Shareholders shall, by Supermajority Consent, be entitled to appoint a Chairman for Board meetings, who shall be a Director.
- 8.5 The Chairman shall not have an additional or casting vote in the event of a deadlock.

9 COMPANY SECRETARY

- 9.1 The Directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.
- 9.2 Model Article 20 shall apply to the company secretary by insertion of the words 'company secretary' in place of 'directors' in the first instance it appears.

10 DEADLOCK

- 10.1 There is a deadlock if a matter requiring the approval or consent of the Board or the Shareholders is proposed and one of the following applies (a "**Deadlock Matter**"):
 - (a) at a properly convened meeting of Shareholders or of the Board there is no quorum at the meeting and no quorum at the meeting when it is reconvened

following an adjournment, provided that the meeting, or adjourned meeting, is not inquorate because the person who proposed the resolution does not attend; or

- (h) if a resolution is not passed as a result of a failure to achieve the required majority and a party serves notice on the other parties requiring the particular matter to be considered again at a special meeting of the Shareholders or of the Board as applicable (to be held no earlier than seven Business Days after the date of the notice of the special meeting), and at such meeting the resolution is again not passed due to a failure to achieve the required majority, or because there is no quorum at the meeting.

- 10.2 In the event of a Deadlock Matter then the deadlock provisions in any Relevant Agreement shall apply.

11 SHARE CAPITAL

- 11.1 The Company may issue Shares in accordance with any Relevant Agreement.
- 11.2 The rights conferred on the holders of any class of Shares shall be deemed to be varied by:
 - (a) the creation or issue of any further Shares (whether ranking equally, in priority to them or subsequent to them);
 - (b) any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or
 - (c) any amendment to these Articles.

12 VARIATION OF RIGHTS

- 12.1 The rights attached to any class of Shares may from time to time, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than 75% in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of that class of Shares, but not otherwise.
- 12.2 The provisions of these Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be one person holding or representing by proxy at least one third in nominal amount of the issued Shares of that class, that every holder of Shares of the class present

in person or by proxy shall be entitled on a poll to one vote for every such share held by it and that any holder of Shares of the class present in person or by proxy may demand a poll.

13 TRANSFER OF SHARES – GENERAL

13.1 In this Article 13, references to a transfer of a Share include the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share. No transfer, disposal or other dealing in any or any interest or right therein shall occur or be effected other than as permitted or required by these Articles or any Relevant Agreement.

13.2 Notwithstanding any other provision of these Articles, a Shareholder shall not:

- (a) mortgage (whether by way of fixed or floating charge), pledge, charge or otherwise encumber its legal or beneficial interest in the whole or any of its Shareholder Interests;
- (b) in the period of time between the date hereof and the date which falls five years from 1 October 2023 sell, transfer, assign or otherwise dispose of all or any of the Shareholder Interests or any legal or beneficial interest in them or assign or otherwise purport to deal with them or with any interest in them, provided that the transactions required or effected pursuant to any specific provisions in any Relevant Agreement shall not be subject to this restriction.
- (c) enter into any agreement with respect to the voting rights attached to all or any of the Shares; or
- (d) agree, whether conditionally or otherwise, to do any of the above,

other than in accordance with (and as permitted by) any Relevant Agreement.

13.3 Any transfer of a Share or purported transfer of a Share made otherwise than in accordance with the provisions of these Articles and any Relevant Agreement will be null and void and of no effect.

13.4 Subject to any provisions of any Relevant Agreement to the contrary, no Shareholder may or shall transfer part only of its Shares.

13.5 The Directors must register any duly stamped transfer made in accordance with these Articles and any Relevant Agreement and shall not have any discretion to register any

transfer of Shares which has not been made in compliance with these Articles and any Relevant Agreement.

13.6 To enable the Directors to determine whether or not there has been any disposal of Shares (or any interest in Shares) in breach of these Articles, the Directors may require any holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company any information and evidence that the Directors may reasonably request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name. If the information or evidence requested is not provided to enable the Directors to determine to their reasonable satisfaction that no such breach has occurred, the Directors shall be entitled to immediately notify the holder of such Shares in writing of that fact and the following shall occur:

- (a) the relevant Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question); and
- (b) payment of all dividends or other distributions otherwise attaching to the relevant Shares shall be withheld.

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

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

13.8 Model Articles 27, 28 and 29 shall not apply to the Company.

14 GENERAL MEETINGS

14.1 The Shareholders shall use reasonable endeavours to procure that their respective representatives attend each general meeting of the Company and that a quorum, which shall be such number of Shareholders present in person or by proxy representing not less

than 55% of the total voting rights attached to all Shares, is present throughout each general meeting.

- 14.2 The Shareholders shall, by Supermajority Consent, be entitled to appoint a Chairman for Board meetings, who shall be a Director.
- 14.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded at any general meeting by the Chairman, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall not have a casting vote.
- 14.4 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting at any time before the time appointed for the holding of the meeting (or any adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the Companies Act.
- 14.5 General meetings of the Company shall take place in the United Kingdom.

15 VOTES OF SHAREHOLDERS

- 15.1 Subject to any rights or restrictions for the time being attached to the Shares, on a written resolution every Shareholder has one vote in respect of each Share by it, on a show of hands every Shareholder who (being an individual) is present in person or by proxy (not being himself a Shareholder entitled to vote) or (being a corporation) is present by a representative or proxy (not being himself a Shareholder entitled to vote) has one vote and, on a poll, each Shareholder has one vote for each Share held by it.
- 15.2 Any corporation or partnership or limited liability partnership which is a Shareholder may by resolution of the board or partners or members or other governing body of the corporation, partnership or limited liability partnership or by authority to be executed as a deed or under hand of any officer or officers duly authorised by the corporation, partnership or limited liability partnership, authorise such person as such corporation, partnership or limited liability partnership shall determine to act as its representative at any general meeting of the Company. A person so authorised shall be entitled to exercise

the same rights on behalf of such Shareholder as that Shareholder would be entitled to exercise were such Shareholder to be an individual Shareholder, and such Shareholder shall for the purposes of these Articles be treated as present in person at any meeting if a person so authorised is present at such meeting.

16 WRITTEN RESOLUTIONS

- 16.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.
- 16.2 A written resolution which has been circulated to Shareholders in accordance with this Article 16 shall not be valid and effective unless signed by all of the holders of the Shares (or their respective proxy or duly appointed representative).
- 16.3 For the purposes of this Article, circulation date is the day on which copies of the written resolution are sent or submitted to Shareholders or, if copies are sent or submitted on different days, to the first of those days.

17 NOTICES

- 17.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.
- 17.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:
- (a) personally;
 - (b) by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at their postal address (as appearing in the Company's register of members in the case of Shareholders); or
 - (c) by sending or supplying it:
 - (i) in electronic form (as specified by section 1168(3) of the Companies Act and otherwise complying with the requirements of section 1168); or
 - (ii) by website communication in accordance with the provisions of the Companies Act and the Electronic Communications Act 2000.

17.3 In the case of a Shareholder Communication validly:

- (a) sent by post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted;
- (b) sent in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder; and
- (c) made by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website.

17.4 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.

17.5 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company.

18 INDEMNITY AND INSURANCE

18.1 Every Director and every director of any other Group Company shall, subject to and on such terms as may be permitted by the Companies Act, be entitled to be indemnified out of the assets of the Company against all losses or liabilities which they may sustain or incur in the performance of the duties of their office or otherwise in relation thereto.

19 RELEVANT AGREEMENTS

19.1 Notwithstanding any other provision(s) of these Articles, the provisions of these Articles are subject to the provisions of any relevant agreement relating to the Company between, inter alia, all the Shareholders from time to time and the Company ("**Relevant Agreement**") and the Directors shall exercise their voting and other powers and authorities as Directors to procure, insofar as it is within their respective powers to do so and it is lawful to do so, the compliance by the Company with any Relevant Agreement to which the Company is also party.

- 19.2 If any provision of these Articles at any time conflicts with any provision of any Relevant Agreement or the Model Articles, the order of priority shall be the specific Relevant Agreement followed by these Articles followed by the Model Articles.

20 SHARES

- 20.1 On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall (to the extent the Company is lawfully permitted to do so) be distributed amongst the holders of the Shares pro rata according to the number of Shares held unless otherwise specified in any Relevant Agreement.