



SHEPHERD+ WEDDERBURN

Companies Acts 2006  
Private Company Limited by Shares  
ARTICLES OF ASSOCIATION  
FORTH PHOTONICS TRUSTEES LIMITED

Company Number 06760532  
Incorporated in England and Wales on 27 November 2008  
as adopted by special resolution passed on 23 December 2008 and  
amended by special resolution passed on 22 January 2019

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**Companies Acts 2006**  
**Private Company Limited by Shares**

**ARTICLES OF ASSOCIATION**  
**of**  
**FORTH PHOTONICS TRUSTEES LIMITED**

(as adopted by special resolution passed on 23 December 2008 and amended by special resolution passed on 22 January 2019)

**1. Preliminary**

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- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as in force on the date of adoption of these Articles and as applicable to private companies) ("**Table A**") shall apply to the Company with the exception of Regulations 5, 24, 25, 62 to 69 inclusive, 85, 86, 87, 94 to 96 inclusive, 99, 100 and 118 of Table A and of any other Regulations which are inconsistent with the following additions and modifications.
- 1.2 In these Articles the expression the "Act" means the Companies Acts 1985 and 2006 as for the time being in force, including any statutory modification or re-enactment thereof for the time being in force.
- 1.3 Anything required by Table A or these Articles to be done in writing may be done by sending a document (including in electronic form) to the Company, or by the Company sending a document as the case may be, in any way in which the Companies Act 2006 provides for documents required or authorised by that Act to be sent to or by the Company.

**2. Shares**

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- 2.1 Subject to the Act and provided that if the Company is for the time being a wholly owned subsidiary (as defined for the purposes of the Act) of another company ("**Parent Company**") the prior consent in writing of the Parent Company has been obtained, the directors may allot, grant options over or otherwise dispose of shares in the Company to such persons at such times and generally on such terms and conditions as they think fit.
- 2.2 Section 89 (1) of the Companies Act 1985, or any statutory modification or re-enactment thereof (including Section 561 (1) of the Companies Act 2006) for the time being in force, shall not apply to an allotment of any equity security by the Company.
- 2.3 The directors shall register any transfer of any share which is presented for registration duly stamped.
- 2.4 The Company shall be entitled (but shall not be bound) to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices of any trusts in respect of any of the shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being.

**3. Proxies and authorised representatives**

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- 3.1 The appointment of a proxy shall be invalid unless it is received (together with such evidence as the directors may require in relation to any authority under which it is executed) by the Company before the commencement of the meeting or adjourned meeting which the proxy is to attend or the time appointed for taking the poll in which the proxy is to vote.
- 3.2 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded, or (in the case of a vote on a poll taken otherwise than at a meeting) the time appointed for taking the poll.

#### **4. Directors**

- 4.1 The Company shall have at least one director. For so long as the Company only has one director, the sole director shall form a quorum.
- 4.2 If the Company has for the time being a Parent Company, the power to appoint directors whether to fill casual vacancies or otherwise and the power to remove any director, howsoever appointed, shall (subject to the provisions of Regulation 81 of Table A) reside exclusively in such Parent Company and Regulations 76 to 79 inclusive of Table A shall not apply to the Company. Any such appointment or removal shall be effected by notice in writing and shall be effective forthwith upon the receipt of such notice by the Company.
- 4.3 The directors shall not be subject to retirement by rotation and references in Table A to retirement by rotation shall not apply to the Company.

#### **5. Powers of directors**

- 5.1 The directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to mortgage or charge the whole or any part of its undertaking, property and uncalled capital, and to issue debentures, debenture stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, provided that, if the Company has for the time being a Parent Company:
- 5.1.1 the power to borrow money from the bankers of the Company shall be exercisable by the directors only within such limits as shall from time to time be intimated in writing to the directors and to such bankers by such Parent Company, and
- 5.1.2 the directors shall not without the prior consent in writing of the Parent Company have power to exercise any of the other powers conferred by this Article.
- 5.2 Provided that, if the Company has for the time being a Parent Company, the powers conferred by this Article shall be exercisable only with the prior consent in writing of such Parent Company, the directors may:
- 5.2.1 establish or concur or join with any undertakings (being the Parent Company or subsidiary undertakings (as defined for the purposes of the Act) of the Parent Company or undertakings with which the Company is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the next following sub- Article shall include any director who may hold or have held any executive office or other office or place of profit, or have been appointed to exercise special powers or authorities) and ex-employees of the Company and of any such other undertakings and their dependants, or any class or classes of such persons; and
- 5.2.2 pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding sub-Article. Any such pension or benefit may.
- 5.2.3 as the directors consider desirable, be granted to an employee either before and in anticipation of, or upon or at any time after, his actual retirement.

#### **6. Duties of directors**

- 6.1 If the Company has for the time being a Parent Company, a director may act in accordance with any directions given by such Parent Company and (without prejudice to his other duties) shall not be in breach of any duty to the Company to exercise independent judgment by so doing.
- 6.2 A director may be a director or other officer of, or employed by, or otherwise interested in, any Parent Company of the Company or any subsidiary undertaking (as defined for the purposes of the Act) of such Parent Company, provided that he has disclosed the matter to the other directors (to the extent that they are not already aware of the matter) and in such case:

- 6.2.1 he shall not be accountable to the Company for any profit, remuneration or benefit realised by or accruing to him in consequence of any such office, employment or interest, and no transaction or arrangement shall be liable to be avoided, by reason of his office as a director of the Company or of the fiduciary relationship thereby established; and
- 6.2.2 if he has obtained any information, otherwise than as a director of the Company, in respect of which he owes a duty of confidentiality to the Parent Company or subsidiary undertaking (as the case may be), the director is under no obligation to disclose such information to the Company or to use or apply such information in performing his duties as a director of the Company where to do so would be a breach of that duty of confidentiality.
- 6.3 Provided that the matter has been authorised by the directors in accordance with s175 of the Companies Act 2006 or by resolution of the shareholders, a director may be in any situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which he would otherwise be under a duty to avoid pursuant to s175 of the Companies Act 2006 and he shall not be accountable to the Company for any profit, remuneration or benefit realised by or accruing to him in consequence of any such situation, and no transaction or arrangement shall be liable to be avoided, by reason of his office or of the fiduciary relationship thereby established.
- 6.4 Any authorisation pursuant to Article 6.3 shall be for such duration and subject to such terms and conditions as directors or shareholders (as the case may be) shall determine and may be varied or terminated at any time. In particular, but without limitation, any such authorisation may (but need not) provide that:
  - 6.4.1 if the director has obtained any information, otherwise than as a director of the Company, in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to disclose such information to the Company or to use or apply such information in performing his duties as a director of the Company where to do so would be a breach of that duty of confidentiality; and/or
  - 6.4.2 the director shall not be given any information relating to the matter which has been authorised; and/or
  - 6.4.3 the director shall not be counted in the quorum present nor shall he be entitled to deliberate and vote at any meeting of the directors in respect of any resolution relating to that matter.
- 6.5 A director shall not be counted in the quorum present nor shall he be entitled to deliberate and vote at any meeting of the directors:
  - 6.5.1 in respect of any resolution to authorise a matter pursuant to Article 6.3; or
  - 6.5.2 in respect of any resolution relating to a matter which has been authorised pursuant to Article 6.3 where the terms of that authorisation do not permit this; or
  - 6.5.3 in respect of any other resolution in which he has an interest unless:
    - (i) his interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
    - (ii) he has disclosed the nature and extent of his interest to the other directors (to the extent that they are not already aware of it).
- 6.6 Any reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

## **7. Proceedings of directors**

Subject to the provisions of these Articles, a director may participate in a meeting of the directors or of a committee of the directors by means of conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other, and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

## **8. Alternate directors**

Any company entitled for the time being pursuant to Article 4.2 hereof to appoint and remove directors of the Company shall be entitled to appoint any person to be an alternate director of the Company and to remove any alternate director so appointed, any such appointment or removal being effected in

the manner provided in Article 4.2. An alternate director shall, except as regards remuneration, be subject to the provisions of these presents with regard to directors and shall (subject to his giving to the Company a postal address within the United Kingdom to which notices may be sent to him or an address to which notices can be sent to him by electronic means) be entitled to receive notices of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member and to attend and vote as a director at any such meetings at which the director for whom he is alternate is not personally present and generally to exercise and discharge as a director all of the functions, powers and duties of the director for whom he is alternate in the absence of such director. Any director acting as alternate shall have an additional vote for each director for whom he acts as alternate. An alternate director shall ipso facto cease to be an alternate director if the director for whom he is alternate ceases for any reason to be a director.

## **9. Indemnity**

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- 9.1 Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, provided that this Article shall not operate to provide an indemnity against any liability attaching to a director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company except as permitted by the Act.
- 9.2 The directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported executed or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices in relation to the Company.