

Company No. 8045599

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

10th of December *KZ* **ATG INVESTMENT MANAGERS LIMITED**

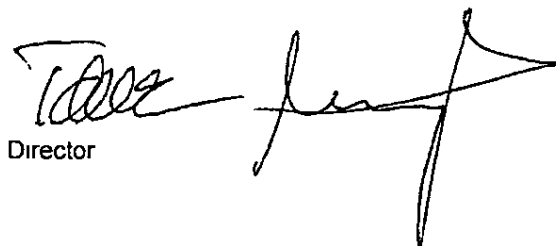
On [•] November 2016 the following special resolution was passed as a written resolution of the Company pursuant to section 288 of the Companies Act 2006

SPECIAL RESOLUTION

- 1 That the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association

In signing this written resolution, the members

- a) consented for all purposes (including, without limitation, for the purpose of any consent of a "Shareholder Majority" (as defined in the investment agreement dated 2 May 2012 entered into between (amongst others) the Company, Princeps Partners LLC, Snowpit Valley LLC, Earl Mountain LLC and Eddie George, and as amended by a deed of variation dated 21 June 2012 (**Investment Agreement**) required under clause 7 2(a) and Schedule 2 of the Investment Agreement) to the amendment to the Company's articles of association, and
- b) consented for all purposes (including in respect of any Shareholder Majority consent required under clause 7 2(a) and Schedule 2 of the Investment Agreement, or any consent required under article 8 of the articles of association of the Company) to any variation, modification or abrogation of the rights, privileges and restrictions attaching to any of the shares in the capital of the Company held by them which will or may be effected by the amendment to the Company's articles of association


Director

THURSDAY



A30
"A5MCFPR7"
22/12/2016
COMPANIES HOUSE
#149

Company No 8045599

The Companies Act 2006
Private Company Limited by Shares

ARTICLES OF ASSOCIATION
of
ATG INVESTMENT MANAGERS LIMITED

(adopted by Special Resolution on 10 December 2016)

Contents

Clause	Page
1 Definitions and interpretation	3
2 Application of the Model Articles etc	9
3 Share Capital	10
4 Dividends	10
5 Return of capital	10
6 Voting	10
7 Provisions on Realisation	11
8 Variation of class rights	12
9 Issue of Shares	12
10 Lien	13
11 Transfer of Shares	13
12 Permitted Transfers	14
13 Voluntary transfers	15
14 Warehousing of shares	19
15 Compulsory transfers	20
16 Drag Along Option	24
17 Tag along	25
18 Prohibited transfers	26
19 Proceedings at general meetings and adjournment	26
20 Poll votes	26
21 Number of directors	27
22 Management Director	27
23 Alternate directors	28
24 Acts of directors	29
25 Retirement of directors	29
26 Proceedings of directors	29
27 Unanimous decision of the directors and written resolutions	30
28 Directors' declarations of interest and conflict situations	30
29 Notices	33
30 Indemnity, insurance, gratuities and pensions	34
31 Share certificates etc	35
32 Subsidiary undertakings and reserves	35
33 Data protection	35
34 Change of name	36
35 Partly paid Shares etc	36
36 Forfeiture and surrender	39
37 Purchase of own shares	41
38 Miscellaneous amendments to Model Articles	41

THE COMPANIES ACT 2006

PRIVATE COMPANY
LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ATG INVESTMENT MANAGERS LIMITED

(adopted by Special Resolution passed on 10 December 2016)

1 Definitions and interpretation

1.1 In these Articles, unless the context otherwise requires

A Share means an A Share of 10p in the capital of the Company

A Shareholder Majority means the holder(s) for the time being of not less than 85% in nominal value of the A Shares for the time being in issue

acting in concert has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the date of adoption of these Articles

Asset Sale means the disposal by any one or more members of the Group of assets (whether together with associated liabilities or otherwise and as part of an undertaking or otherwise) which represent 25% or more (by book value) of the consolidated gross tangible assets of the Group at that time

Auditors means the auditors for the time being of the Company

B Share means a B Share of 10p in the capital of the Company

Bad Leaver means a Relevant Member who (or whose appointed Management Director as the case may be) ceases to be either an employee or director

- (a) in circumstances where the Company is entitled to terminate his employment or engagement without notice
- (b) as a result of his resignation from such employment or engagement prior to the FSA Approval Date or
- (c) in circumstances where the Relevant Member (or their appointed Management Director) is in material breach of these Articles or the Investment Agreement or, notwithstanding the generality of the foregoing, is in breach of clause 12.5 of the Investment Agreement

Board means the board of directors of the Company, as from time to time constituted

Business Day means any day on which banks are open for business in London (excluding Saturdays, Sundays and public holidays)

C Shares means a C Share of 10p in the capital of the Company

CA 2006 means the Companies Act 2006

Called Shares has the meaning ascribed to it in Article 16 3

Called Shareholders has the meaning ascribed to it in Article 16 2

Chairman means the chairman of the Board from time to time appointed or designated as such by an A Shareholder Majority

Change of Control means the acquisition whether by purchase, transfer, renunciation or otherwise (but excluding a transfer of Shares made in accordance with Article 10 (Lien)) by any Third Party Buyer of any interest in any Shares if, upon completion of that acquisition, the Third Party Buyer, together with persons acting in concert or connected with him (excluding any person who was an original party to an Investment Agreement or any Permitted Transferee of such person), would hold all of the issued A Shares for the time being

Company Communication Provisions means sections 1144 to 1148 of and Schedules 4 and 5 to the CA 2006)

connected with has the meaning ascribed to it in sections 1122 and 1123 of the Corporation Tax Act 2010 save that there shall be deemed to be control for that purpose whenever either section 450, 451 or 1124 of that act would so require

D Shares means a D Share of €1,000,000 in the capital of the Company

Deed of Adherence has the meaning ascribed to it in an Investment Agreement

Deemed Transfer Notice has the meaning ascribed to it in Article 15 2

Deemed Transfer Shares means in relation to a Relevant Member, the Relevant Proportion of those Shares

- (a) held by the Relevant Member immediately before the occurrence of the Transfer Event
- (b) held immediately before the occurrence of the Transfer event by any persons who acquired the Shares while they were the Member's Privileged Relations and/or Family Trusts and/or otherwise a Permitted Transferee of a Relevant Member (other than Shares which the Board is satisfied were not acquired by those persons either
 - (i) directly or indirectly from the Member or
 - (ii) by reason of their connection with the Memberand the decision of the Board in this respect will be final)
- (c) acquired by the Relevant Member or his Privileged Relations and/or Family Trusts and/or otherwise a Permitted Transferee of a Relevant Member or his personal

representatives after the occurrence of the Transfer Event under any Share Option Scheme, or any other option scheme or other arrangement which was made before the occurrence of the Transfer Event

Drag Sale Price means a price per Called Share that is not less than the price per A Share to be paid to the Selling Shareholders provided always that

- (a) in the event of the whole or any part of any such price per A Share being contingent, deferred, or offered in any form other than in cash, then the consideration to be paid to the Called Shareholders shall likewise be contingent, deferred and/or in non-cash form on a like basis and so far as practicable in the same proportions and it shall not be necessary in determining the Drag Sale Price to specify a cash value for any part of the price which is contingent, deferred or offered in any form other than cash
- (b) in the event of the Third Party Buyer agreeing to pay or reimburse any out-of-pocket costs or expenses of the Selling Shareholders incurred in connection with the sale of their Shares, then such agreement shall for the avoidance of doubt be disregarded in calculating the price per A Share and
- (c) for the avoidance of doubt, and notwithstanding the preceding paragraphs of this definition, following such Drag Sale Price being so determined and the transfer of the Called Shares being completed, the provisions of Article 7 shall apply to determine if, and the extent to which, the proceeds from any Sale may be re-allocated amongst the Selling Shareholders, the Called Shareholders and any other Members

Eligible Director means a director who would have been entitled to vote on any matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)

Employee Trust means a trust approved by an A Shareholder Majority and whose beneficiaries are employees of the Group

Equity Shares means the A Shares, B Shares, C Shares and D Shares for the time being in issue

Family Trust means a trust that permits the settled property or the income from it to be applied only for the benefit of

- (a) the settlor and/or a Privileged Relation of that settlor
- (b) any charity or charities as default beneficiaries (meaning that the charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries from time to time except other charities)

in addition, under which no power of control is capable of being exercised over the votes of any Shares that are held in the trust by any person other than the trustees, the settlor or the Privileged Relations of the settlor For purposes of this definition

- (i) **settlor** includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member and
- (ii) **Privileged Relation** includes a widow or widower of, or a surviving civil partner of, the settlor

FSA Approval means the formal written approval by the Financial Services Authority of the Company as (i) an investment manager and (ii) an authorised corporate director

FSA Approval Date means the date on which the Company obtains FSA Approval

Good Leaver means a Relevant Member who holds either A Shares or B Shares and who (or whose appointed Management Director as the case may be) ceases to be a director or employee

- (a) as a result of death, or permanent disability or permanent incapacity through ill health or
- (b) as a result of dismissal from employment or engagement by a Group Company in circumstances where such dismissal is a wrongful dismissal by virtue of a breach by that Group Company of the terms of the Member's (or, as the case may be, Management Director's) employment or engagement or
- (c) and where a Shareholder Majority serves written notice on the Company confirming that such person be treated as a Good Leaver for the purposes of these Articles

Group means the Company and all its subsidiaries and subsidiary undertakings for the time being and **member of the Group** shall be construed accordingly

Intermediate Leaver means a Relevant Member who (or whose appointed Management Director as the case may be) ceases to be an employee or director and who is not a Good Leaver or a Bad Leaver

Investment Agreement means any one or more written agreements relating to the Company and to which the Company and some or all of the Members and expressly stated on its face to be an Investment Agreement for the purposes of these or of any earlier Articles, as any such agreement is amended, waived, restated, modified or supplemented from time to time

Issue Price means the amount paid up or credited as paid up on the Shares concerned (including any premium)

Listing means either

- (a) the admission by the UK Listing Authority to listing, together with admission by the London Stock Exchange to trading, on the Official List of any of the issued equity Share capital of the Company, and such admission becoming effective or
- (b) the admission by the London Stock Exchange of any of the issued equity Share capital of the Company to trading on AIM, and such admission becoming effective or
- (c) any equivalent admission to any other Recognised Investment Exchange becoming unconditionally effective in relation to any of the issued equity Share capital of the Company

Listing Shares means the issued equity Share capital of the Company (excluding any equity Share capital to be subscribed and issued on such Listing other than new Shares to be paid up by way of capitalisation of reserves or arising from any sub-division, consolidation or conversion of Shares)

Listing Value means, in the event of a Listing, the market value of the Listing Shares determined by reference to the price per Share at which such Shares are to be offered for

sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the financial advisers to the Company or, if none, the broker appointed by the Board to advise in connection with the Listing

Management Director has the meaning ascribed to it in Article 22

Manager Shares has the meaning ascribed to it in Article 16 1

Market Value has the meaning ascribed to it in Article 13 5(a)

Member means any registered holder of a Share for the time being

member of the same group means, in relation to a particular Member that is a body corporate, any subsidiary or holding company of that Member, or a subsidiary of such a holding company

Model Articles means the model articles for private companies limited by Shares prescribed by Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (including any amendments thereto) as in force on the date on which these articles become part of the constitution of the Company

Offer Notice means a notice in writing given in accordance with Articles 13 11 and 13 12 inviting each recipient of the notice to apply to acquire such number of the Sale Shares at the Sale Price as such recipient may in its absolute discretion elect

Permitted Transfer means a transfer of a Share permitted without pre-emption under Article 12

Permitted Transferee means a person to whom a Permitted Transfer has been, or may be, made

Privileged Relation means (in respect of a Member or deceased Member) the spouse or civil partner and the children including step and adopted children of that Member

Realisation means a Sale, a Listing or a Winding Up

Recognised Investment Exchange shall have the meaning ascribed to it in section 285(1)(a) of the Financial Services and Markets Act 2000

Relevant Member has the meaning ascribed to it in Article 15 2

Relevant Proportion means

- (a) where the Transfer Event (i) arises under Article 15 1(c) and the Relevant Member is a Bad Leaver or (ii) arises under Articles 15 1(a), 15 1(b), 15 1(d), 15 1(e), 15 1(f) or 15 1(g), 100%, and
- (b) subject to (c) below, where the Transfer Event arises under Article 15 1(c) and the Relevant Member is a Good Leaver or an Intermediate Leaver that proportion which is determined, by reference to the time period which has expired between the FSA Approval Date and the Termination Date in respect of the Relevant Member, in accordance with the following formula

$$((36 - X)/36) \times 100\%$$

where X is the number of complete months to have passed following the FSA Approval Date (up to a maximum value of 36) and to avoid any doubt taking no account of any fraction of a month, and

- (c) in any event where a Relevant Member holds C Shares, 100%

Retention Period means the period commencing on the date of adoption of the Articles and expiring on the first anniversary of the FSA Approval Date

Sale means the making of one or more agreements (whether conditional or not but which agreement(s) become(s) unconditional) for the disposal, transfer, purchase, subscription or renunciation of any part of the Share capital of the Company giving rise to a Change of Control and for the purposes of this definition **disposal** shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the Share in question or of voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement

Shareholder Contract means any contract, agreement, arrangement or transaction, including in particular (but without limitation) contracts of employment or for the provision of services, made between any holder of Shares (or any person who is connected with such a Member) and any Group Company

Shareholder Majority mean the holder(s) for the time being of not less than 85% in nominal value of the A Shares and not less than 75% in nominal value of the B Shares, in either case for the time being in issue

Share Option Scheme means any share option scheme of the Company or any other Member of the Group that an A Shareholder Majority identifies in writing as being a permitted share option scheme for the purposes of these Articles

Shares means shares of any class in the capital of the Company

Third Party Buyer means any person not a party to an Investment Agreement from time to time or a person connected with any such party

UK Listing Authority means the Financial Services Authority or its successors as the competent authority for listing in the United Kingdom under Part VI of the Financial Services and Markets Act 2000

Valuers means the Auditors unless the Auditors give notice to the Company that they are unable or unwilling to take an instruction to report on the matter in question, in which event the Valuers shall be a firm of chartered accountants

- (a) in the case of a dispute as envisaged in Article 13 agreed between the Seller (as defined in Article 13 1) and the Board or
- (b) in any other case, as selected by the Board with the consent of an A Shareholder Majority

or, in either case, in default of such agreement or consent (as the case may be) within 10 Business Days after the first name being proposed by the Seller, the Board or an A Shareholder Majority (as may be relevant), as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party,

Winding Up means the passing of any resolution for the winding up of the Company, or any other return of capital (on liquidation, capital reduction or otherwise)

- 1 2 A reference in these Articles to a numbered **regulation** is to the article so numbered in the Model Articles
- 1 3 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships
- 1 4 Words and expressions defined in or for the purposes of the CA 2006 or the Model Articles shall, unless the context otherwise requires, have the same meaning in these Articles
- 1 5 The headings in these Articles shall not affect their construction or interpretation
- 1 6 Whenever under these Articles it is desired or necessary for any two or more persons to give any notice, consent or approval in writing, the same may be done by them executing two or more documents either in identical form or adapted only for execution
- 1 7 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Articles or otherwise arising between the Company and any of its members (or any former member or any person claiming title or interest under or by virtue of any member or former member) (each a **Disputant**) relating in any way to the past or present or alleged membership of the Company or otherwise under the Articles of Association for the time being of the Company or under the CA 2006 (a **Dispute**), including a dispute regarding the existence, validity or termination of membership of the Company or the consequences of its nullity
- 1 8 The Company and each Disputant agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary
- 1 9 Notwithstanding Article 1 7 and Article 1 8, this Article does not prevent the Company from taking proceedings relating to a Dispute (**Proceedings**) in any other courts with jurisdiction. To the extent allowed by law, the Company may take concurrent Proceedings in any number of jurisdictions
- 1 10 Unless the context otherwise requires, reference in these Articles to any English term for any action, remedy, method of judicial proceeding, legal document, legal status, Court, legislation, official or any legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include what most nearly approximates in that jurisdiction to the relevant English term

2 Application of the Model Articles etc

- 2 1 These Articles and the regulations of the Model Articles (subject to any modifications set out in these Articles and, in particular, in Article 38) shall constitute all the articles of association of the Company
- 2 2 Regulations 8, 14(1) to 14(5) (inclusive), 19(3)(b), 21, 26(1), 26(5), 41(1), 44(2) to 44(4) (inclusive), 52 and 53 do not apply to the Company

3 Share Capital

3 1 Save with the prior consent of a Shareholder Majority the issued share capital of the Company shall not exceed in aggregate (i) £100 divided into 750 A Shares, 150 B Shares and 100 C Shares and (ii) €1,000,000 divided into 1 D Share

3 2 In these Articles, unless the context requires otherwise, references to Shares of a particular class shall include Shares created and/or issued after the Investment Date 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

3 3 Save as specified to the contrary in these Articles, the A Shares, the B Shares, the C Shares and the D Shares shall rank pari passu in all respects but shall constitute separate classes of Shares

3 4 The Company may pay any person a commission in consideration for that person

- (a) subscribing, or agreeing to subscribe, for Shares, or
- (b) procuring, or agreeing to procure, subscriptions for Shares

3 5 Any such commission may be paid

- (a) in cash, or in fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
- (b) in respect of a conditional or an absolute subscription

4 Dividends

Any dividend declared shall require the sanction of an A Shareholder Majority but (subject to such consent being obtained) shall be distributed pari passu amongst the holders of the A Shares, the B Shares, the C Shares and the D Shares as if they were Shares of the same class

5 Return of capital

On a return of capital whether on liquidation or capital reduction or otherwise (other than a purchase of Shares made in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities shall be applied as if they were the proceeds from a Realisation under Article 7

6 Voting

6 1 Save as provided in Article 28 12 and subject to Article 15 3, each holder of an A Share, a B Share or a D Share (as the case may be) shall be entitled to receive notice of, and each holder of an A Share, a B Share or a D Share shall be entitled to attend and vote at, general meetings of the Company, on a show of hands every holder of an A Share, a B Share or a D Share (as the case may be) who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of an A Share, a B Share or a D Share (as the case may be) so present in person or by proxy shall have one vote for each A Share and/or B Share and/or D Share held by him

6 2 The C Shares shall not entitle their holders to receive notice of a general meeting of or to attend, speak or vote at it

6 3 The C Shares shall not entitle their holders to receive, or to exercise voting rights in respect of, any written resolution of the Company

7 Provisions on Realisation

7 1 On a Realisation, the provisions of this Article 7 shall apply to determine the allocation of the proceeds of such Realisation

7 2 On a Sale or Winding Up, the proceeds from the Sale or Winding Up (as the case may be) (**Proceeds**) shall (unless otherwise agreed by a Shareholder Majority) be paid by all Members into a joint account at such branch of such UK clearing bank as may be nominated by an A Shareholder Majority immediately prior to the Sale or Winding Up and such Proceeds shall be allocated and paid out as follows

- (a) first in paying to each Member holding any A Share an amount equal to the Issue Price of such Share together with any accrued but unpaid dividends thereon,
- (b) next in paying to each Member holding any B Share an amount equal to the Issue Price of each B Share held by him together with any declared but unpaid dividend thereon,
- (c) next in paying to each Member holding any each C Share an amount equal to the Issue Price of each C Share held by him together with any declared but unpaid dividend thereon,
- (d) next in paying to each Member holding any D Share an amount equal to the Issue Price of each D Share held by him together with any declared but unpaid dividend thereon, and
- (e) lastly in dividing the surplus (if any) between the Members holding A Shares, B Shares and C Shares (in each case pro rata as between such holders to their respective holdings of the relevant classes as if such Shares constituted a single class)

7 3 Immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as a Shareholder Majority may reasonably specify, to ensure that the Listing Value is allocated between the Members in the same proportions as the preceding provisions of this Article 7 would provide on a Sale or Winding Up at that Listing Value

7 4 In the event of a Sale occurring where the whole or any part of the Proceeds are to be received by the Members in a form other than cash, the Members shall enter into such arrangements in relation to such Proceeds as they may agree or, in default of such agreement, as a Shareholder Majority may reasonably specify, to ensure that such non-cash consideration is allocated amongst the holders of Equity Shares so as to achieve the same commercial effect as would be the case pursuant to Article 7 2 if such consideration had actually been received in cash (and as between such holders of Equity Shares, such non-cash consideration shall be apportioned between the different classes of Equity Shares in the same proportions as those proportions in which they are entitled to receive the overall Proceeds, unless the Members holding Equity Shares should reach any agreement to the contrary)

- 7 5 In the event that the application of any provision of this Article 7 cannot be agreed between the Members, any such matters in dispute shall be referred by the Board to the Valuers whose costs shall be borne by the Members in such proportions as the Valuers may determine having regard to the conduct of the Members and the merits of their arguments in relation to the matter(s) in dispute (or in the absence of such determination, shall be borne by the Members pro rata to their respective holdings of Equity Shares) and whose decision shall be final and binding on all Members (save in the case of manifest error)

8 Variation of class rights

- 8 1 Whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued Shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the issued Shares of that class, but not otherwise To every such separate meeting, all the provisions of these Articles relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy)

- 8 2 Without prejudice to the generality of their rights, the special rights attached to the A Shares and the B Shares shall each be deemed to be varied at any time by any of the following occurring without the class consent of their holders and accordingly the Company shall not do or procure the same without such consent

- (a) save as permitted in the Investment Agreement, an increase, reduction or other alteration in the issued Share capital of the Company or any other member of the Group or a variation in the rights attaching to any class thereof,
- (b) save as permitted in the Investment Agreement, the grant of an option to subscribe for Shares in the Company or any other member of the Group or the issue of any securities or instruments convertible into any such Shares,
- (c) the alteration of these Articles or of the articles of association of any member of the Group,
- (d) the institution of any proceedings for, or the passing of any resolution for or in preparation for the winding up or administration of or the appointment of an administrator for the Company or any other member of the Group,
- (e) the Company or any other member of the Group incurring an obligation to do any of the foregoing, and
- (f) the registration or purported registration of any transfer of any Share or interest therein other than as expressly permitted by these Articles

9 Issue of Shares

- 9 1 Subject to the CA 2006 and to Article 8 2, the directors may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued Shares in the Company to such persons and generally on such terms in such manner and at such times as they may determine
- 9 2 Subject to Article 8 2, the directors of the Company are hereby authorised pursuant to section 551 of the CA 2006 generally and unconditionally to exercise all the powers of the Company

to allot Shares in the capital of the Company and to grant rights to subscribe for or to convert any security into such Shares (**Allotment Rights**), but so that

- (a) this authority shall expire on the day immediately preceding the fifth anniversary of the date of the resolution adopting these Articles, and
- (b) the maximum amount of Shares that may be allotted or made the subject of Allotment Rights under this authority are Shares which (when aggregated with each Share already in issue on the adoption of these Articles) have an aggregate nominal value equal to the limit on Share capital stated in Article 3 1 (and disregarding any later consent to vary the same)

This authority revokes all (if any) prior unexercised authorities vested in the directors to allot Shares or to grant Allotment Rights

9 3 Where the Board proposes to make a rights issue it may under the terms of such rights issue permit the Company to allot Shares or equity securities in response to an acceptance received before the period for responding shall have expired and regardless of whether any other Member shall yet have responded to the offer The Board may allot Shares accordingly

9 4 Nothing in Article 9 3 shall

- (a) permit any allotment without the consent required under Article 8 2 or
- (b) confer on any person any right or expectation to receive any pre-emptive or other offer of new Shares or equity securities

10 Lien

All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 15 (Compulsory Transfers) as if a Deemed Transfer Notice were deemed given in respect of such Shares

11 Transfer of Shares

11 1 The Board shall not register the transfer of any Share or any interest in any Share, and no member shall transfer any Share or any interest in any Share (whether legal or beneficial) unless the transfer

- (a) is permitted by Article 12 (Permitted Transfers), or
- (b) is made in accordance with Article 13 (Voluntary transfers), Article 15 (Compulsory transfers), Article 16 (Drag Along Option), or Article 17 (Tag along),

and in addition, in any such case, is not prohibited under Article 18 (Prohibited transfers)

11 2

- (a) For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as they reasonably deem relevant for such purpose

- (b) Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under Article 11 2(a) the Board may (with the approval of an A Shareholder Majority) in their absolute discretion refuse to register the transfer in question or (with the approval of an A Shareholder Majority where no transfer is in question) require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned
 - (c) If the Board refuse to register a transfer of a Share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal
 - (d) If such information or evidence requested under Article 11 2(a) discloses to the reasonable satisfaction of the Board (with the approval of an A Shareholder Majority) that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may (with the approval of an A Shareholder Majority) by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned
- 11 3 An obligation to transfer a Share under these Articles shall be deemed an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance
- 11 4 The directors may at any time give notice requiring any transmittee to elect either to be registered himself in respect of the Share or to transfer the Share and, if the notice is not complied with within sixty days, the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share until the requirements of the notice shall have been complied with Nothing in these Articles releases the estate of a deceased holder from any liability in respect of a Share solely or jointly held by that holder

12 Permitted Transfers

12 1 Transfers within groups of companies

- (a) Any Member that is a body corporate may at any time transfer any Shares held by it to a member of the same group
- (b) Where Shares have been transferred under Article 12 1(a) (whether directly or by a series of such transfers) from a Member (the Transferor) to a member of the same group as the Transferor (the Transferee) and subsequent to such transfer the Transferee shall cease to be a member of the same group as the Transferor then the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and if they do not do so within 28 days of the date upon which the Transferee ceased to be a member of the Board shall require the Transferee to serve a Transfer Notice in respect of such Shares

12 2 Transfers with consent

A Member may transfer Shares to any person at any time with the prior written consent of the holders for the time being of all of the issued A Shares from time to time

12 3 Transfers to relations and family trusts

Any Member may at any time (save where a Transfer Notice has been served or deemed served in respect of such Shares pursuant to these Articles) during his lifetime transfer any Shares held by him to

- (a) a Privileged Relation who is not a minor, or
- (b) trustees to be held on a Family Trust of which they are the settlor,

provided always that a Member may not transfer (in aggregate) more than one half of the Shares acquired by them from time to time to Privileged Relations or to trustees to be held on Family Trust

12 4 Transfers by family trusts

Where any Shares are held by trustees of a Family Trust, the Shares may be transferred to

- (a) if there is a change of trustees, the new trustees of that Family Trust,
- (b) the settlor,
- (c) another Family Trust which has the same settlor, or
- (d) any Privileged Relation of the settlor who is not a minor

12 5 Transfers by an employee trust

Where any Shares are held by trustees of an Employee Trust

- (a) on any change of trustees, the Shares may be transferred to the new trustees of that Employee Trust, and
- (b) the Shares may be transferred at any time to any beneficiary of the trust if
 - (i) an A Shareholder Majority has approved the transfer, or
 - (ii) the transfer is pursuant to a Share Option Scheme

12 6 Transfers of unencumbered interest

A transfer of any Share pursuant to this Article 12 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer free from any lien, charge or other encumbrance

13 Voluntary transfers

13 1 Except as permitted under Article 12 (Permitted Transfers) or as contemplated in Article 16 (Drag Along Option) or 17 (Tag along) and subject at all times to Article 13 32, any Member who wishes to transfer any Share or any interest in it (a **Seller**) shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing (a Transfer Notice) on the Company of his wish to make that transfer

13 2 Save with the approval of a Shareholder Majority, no Member shall be permitted to serve a Transfer Notice pursuant to Article 13 1 prior to the expiry of the Retention Period

13 3 In the Transfer Notice the Seller shall specify

- (a) the number and class of Shares (**Sale Shares**) which he wishes to transfer,
- (b) the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares,
- (c) the price per Share at which the Seller wishes to transfer the Sale Shares (the **Proposed Sale Price**), and
- (d) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 13 (a **Total Transfer Condition**)

13.4 Each Transfer Notice shall

- (a) relate to one class of Shares only,
- (b) constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 13, and
- (c) save as provided in Article 13.9, be irrevocable

13.5 The Sale Shares shall be offered for purchase in accordance with this Article 13 at a price per Sale Share (**Sale Price**) agreed between the Seller and the Board or, in default of such agreement, by the end of the 15th Business Day after the date of service of the Transfer Notice

- (a) if the Board so elects within that 15 Business Day period days after the date of service of the Transfer Notice, the Sale Price shall be the price per Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (the **Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report), and
- (b) otherwise, the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th Business Day

13.6 If instructed to report on their opinion of Market Value under Article 13.5(a) the Valuers shall

- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Members, and
- (b) proceed on the basis that
 - (i) the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of Shares of which the Sale Shares form part, divided by the number of issued Shares then comprised in that class,
 - (ii) there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares, and
 - (iii) any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion

- 13 7 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 28 days of being requested to do so
- 13 8 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation having regard to the conduct of the parties and the merit of their agreements in respect of the matters in dispute or otherwise (in the absence of any such specification by the Valuers) as to one half by the Seller and as to the other half by the Company unless either
- (a) the Seller revokes the Transfer Notice pursuant to Article 13 9, or
 - (b) in the case of a Deemed Transfer Notice, the Valuers' opinion of the Market Value is equal to or less than that Sale Price which has been put forward in writing by the Board not less than 5 Business Days before the Valuers' report,
- in which cases the Seller shall pay all the Valuers' fees
- 13 9 If the Market Value is reported on by the Valuers under Article 13 5 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not stated to be, or is not deemed by these Articles to be, irrevocable by written notice given to the Board within the period of 5 Business Days after the date the Board serves on the Seller the Valuers' written opinion of the Market Value
- 13 10 The Board may with 10 Business Days after the Sale Price has been agreed or determined notify the Seller and each other Member that
- (a) the Company shall purchase some or all of the Sale Shares pursuant to the provisions of Part 18 of the CA 2006, in which case the Board shall determine a timetable for such purchase to which all Members shall adhere, and/or
 - (b) the Company shall offer all or any of the remaining Sale Shares to a third party in accordance with Article 14 (Warehousing of shares) which provisions shall apply mutadis mutandis
- 13 11 Subject to Article 13 10, the Board shall at least 10 Business Days after and no more than 20 Business Days after the Sale Price has been agreed or determined give an Offer Notice to all Members provided that no Shares shall be treated as offered to the Seller or any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice in respect of any of the Shares registered in his name
- 13 12 An Offer Notice shall
- (a) specify the Sale Price,
 - (b) contain the other relevant details included in the Transfer Notice,
 - (c) invite the relevant offerees to respond in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application, and
 - (d) state that such offer shall
- expire 35 Business Days after its service

- 13 13 After the expiry date of the Offer Notice, the Board shall allocate the Sale Shares in accordance with the valid applications received save that
- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively,
 - (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit, and
 - (c) if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated
- 13 14 The Board shall, within 5 Business Days of the expiry date of the Offer Notice, give notice in writing (an **Allocation Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Buyer**) specifying the name and address of each Buyer, the number and class of Sale Shares agreed to be purchased by him and the aggregate price payable by him for them
- 13 15 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate (s) to that Buyer
- 13 16 The Seller may, during the period of 30 Business Days commencing 20 Business Days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which an Allocation Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of a Shareholder Majority and the Board, to sell only some of the Sale Shares under this Article 13 16
- 13 17 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to these Articles, the Board may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of Members in purported exercise of the power conferred by this Article 13 17 the validity of the proceedings shall not be questioned by any person.

14 Warehousing of shares

- 14 1** If a Transfer Notice is given or deemed to be given pursuant to these Articles and the Board makes a determination in accordance with Article 13 10, the Board shall give written notice to the Company, the Seller and each other Member (**Employee Priority Notice**) requiring that all or any of the Sale Shares to which such Transfer Notice relates should be offered to any of the following
- (a) any person or persons who is or are (an) existing director(s) and/or employee(s) of the Company or of any Group Company (**Existing Employee**),
 - (b) a person or persons (whether or not then ascertained) who it is proposed should be appointed as (a) director(s) and/or employee(s) of the Company or of any Group Company (**New Employee**),
 - (c) two or more persons to be held on trust as set out in Article 14 2(b),
 - (d) the trustees of any Employee Trust
- and (in the case of offers pursuant to Articles 14 1(a) and 14 1(b) (or either of them)) the Employee Priority Notice shall state the proportions in which such Sale Shares are to be offered to each Existing Employee and/or New Employee
- 14 2** Within 6 months after the date on which an Employee Priority Notice is given, the Sale Shares subject to it (**Employee Shares**) shall either
- (a) be offered by the Company to the person(s) (and if more than one, in the proportions) specified in the Employee Priority Notice (conditional, in the case of any prospective director and/or employee upon the taking up of his proposed appointment with the Company or any Group Company), or
 - (b) if the relevant Employee Priority Notice so requires, be offered by the Company to not less than two persons designated by the Board to be held (in the event of their acquiring the Employee Shares) on trust for any one or more Existing Employees or for New Employees as and when appointed (but so that in the latter case payment for the Employee Shares shall only be made at the time when the same are transferred to a New Employee and not on transfer to the persons holding such Employee Shares on trust or (if earlier) within three months of the date of the Employee Priority Notice), or
 - (c) if the relevant Employee Priority Notice requires, be offered by the Company to the trustees of any Employee Benefit Trust
- 14 3** Any offer made by the Company pursuant to Article 14 2 shall state that the offer must be accepted within 21 days or in default will lapse
- 14 4** If an offer made pursuant to Article 14 2 is accepted in respect of some or all of the Employee Shares the Company shall give notice in writing of the same to the Seller and the provisions of Articles 13 11 to 13 17 (inclusive) shall apply mutatis mutandis as if such persons were Buyer save that in the case of a transfer pursuant to an offer made under Article 14 2(b) the Seller shall be bound to transfer Employee Shares to the respective Buyer(s) pursuant to Articles 13 11 to 13 17 and the Board shall be entitled to exercise the powers conferred on them under Article 13 17 despite the fact that payment for such Employee Shares may not be made until a later date in accordance with the provisions of Article 14 2(b)

- 14 5 If on the expiry of 12 months after the date of the Employee Priority Notice any Employee Shares have not been transferred pursuant to an offer made under Article 14 2 such Employee Shares shall forthwith be offered by the Company to its Members in accordance with the provisions of Articles 13 11 to 13 17 which shall apply mutatis mutandis

15 Compulsory transfers

- 15 1 In this Article 15, a Transfer Event occurs, in relation to any Member

Bankruptcy, death etc of individual

- (a) if that Member being an individual

- (i) shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction,
- (ii) is prohibited from being a director by law
- (iii) shall make an offer to make any arrangement or composition with his creditors generally,
- (iv) shall die,
- (v) shall become the subject of any written opinion by a registered medical practitioner referred to in Regulation 18 1(d) of the Model Articles, or
- (vi) shall become subject to any court order referred to in Regulation 18 1(e) of the Model Articles,

unless, within the following three months, an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article,

Corporate dissolution or insolvency etc

- (b) if that Member being a body corporate

- (i) shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets,
- (ii) shall appoint or suffer the appointment of an administrator appointed in relation to it, or
- (iii) shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or
- (iv) shall have any equivalent action in respect of it taken in any jurisdiction outside England and Wales, or
- (v) ceases to be within the control (as that term is defined by section 1124 Corporation Tax Act 2010) of the person(s) who controlled the member on the date on which it became a Member

unless, within the following three months, an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article,

Ceasing to be director or employee of the Group

- (c) if either
- (i) a Member who is at any time a director or employee of a member of the Group shall cease to hold such office or employment,
 - (ii) a Member has at any time appointed a Management Director and such Management Director shall cease to hold office, or
 - (iii) the member of the Group of which such a Member is a director or employee shall cease for any reason to be a member of the Group

and the Member (or their appointed Management Director as the case may be) does not remain or thereupon immediately become a director or employee of another company which is still a member of the Group, unless within the following three months an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article (and for these purposes, to avoid doubt, where any Member has appointed two Management Directors pursuant to Article 22 2, such Member shall be shall fall within category (ii) above where either of such Management Directors ceases to hold such office, and irrespective of whether the remaining Management Director appointed by such Member continues in office),

Privileged Relations and Family Trusts

- (d) if any Shares are transferred by a Member to a Privileged Relation or to trustees to be held on a Family Trust and
- (i) the relevant transferee ceases to be a Privileged Relation ,or the trust in question ceases to be a Family Trust in relation to such Member, or
 - (ii) there ceases to be any beneficiaries of the Family Trust (or any beneficiary other than charities)

unless within the following three months, an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article,

Unauthorised attempted transfer

- (e) if a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and whether or not for value unless within the following three months an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article,

Failure to serve Transfer Notice under specified provisions

- (f) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by any express provision of

these Articles unless within the following three months an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article, or

Breach of the Investment Agreement or these Articles

- (g) if a Member or his appointed Management Director shall at any time
 - (i) be in material breach of any provision of the Investment Agreement or these Articles, or
 - (ii) notwithstanding the generality of the foregoing, be in breach of the provisions of clause 12.5 of the Investment Agreement

unless, within the following three months an A Shareholder Majority shall notify the Company that such event is not a Transfer Event in relation to that Member for the purposes of this Article

15.2 Upon a Transfer Event occurring in accordance with Article 15.1, the Member in respect of whom such event is a Transfer Event (**Relevant Member**) and any other holder of any Deemed Transfer Shares shall be deemed to have immediately given a Transfer Notice in respect of all the Deemed Transfer Shares then held by such Member(s) (**Deemed Transfer Notice**). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the Deemed Transfer Shares except for Shares that have then been validly transferred pursuant to that Transfer Notice. For the purpose of this Article 15.2, any Shares received by way of rights or on a capitalisation at any time by any person to whom Deemed Transfer Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as Deemed Transfer Shares.

15.3 Notwithstanding any other provision of these Articles, if an A Shareholder Majority so resolves in relation to any Deemed Transfer Shares, any Member shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company or to receive or to have any voting rights in respect of, any written resolutions of the Company in respect of such Deemed Transfer Shares (and of any Shares received thereafter by way of rights or on a capitalisation in respect of those Deemed Transfer Shares) on and from the date of the relevant Deemed Transfer Notice (or if later the date upon which he receives the Shares) until the entry in the register of members of the Company of another person as the holder of those Deemed Transfer Shares.

- (a) Any Deemed Transfer Shares shall be offered for sale in accordance with Article 13 (Voluntary transfers) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller any person who is deemed to have given a Deemed Transfer Notice save that
- (b) the Sale Price shall be a price per Deemed Transfer Share determined in accordance with Article 15.4,
- (c) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 13.8 or otherwise
- (d) the Seller may retain any Deemed Transfer Shares for which buyers are not found but may not sell them under Article 13.16, and
- (e) Article 13.5 shall apply

15 4 The Sale Price for any Deemed Transfer Shares shall

- (a) as a consequence of a Transfer Event falling within (i) Article 15 1(c) in any case where the Relevant Member is a Good Leaver, or (ii) Article 15 1(a)(iv), 15 1(a)(v) or 15 1(a)(vi), be their Market Value, and
- (b) as a consequence of a Transfer Event falling within (i) Article 15 1(c) in any case where the Relevant Member is an Intermediate Leaver or a Bad Leaver, or (ii) Articles 15 1(a)(i), 15 1(a)(ii), 15 1(a)(iii), 15 1(b), 15 1(d), 15 1(e), 15 1(f) or 15 1(g), be the lower of their Issue Price and their Market Value

15 5 Dispute not to delay sale

A dispute as to whether Article 15 4(a) or Article 15 4(b) applies to any Deemed Transfer Shares shall not affect the validity of a Deemed Transfer Notice but (if the Issue Price is lower than the Market Value) any person who acquires Deemed Transfer Shares (**Buyer**) pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Seller the lower of their Issue Price and their Market Value and shall pay a sum equal to the difference between their Issue Price and their Market Value to the Company. The Company shall hold that amount in a separate interest-bearing bank deposit account as trustee to pay it, and interest earned thereon, upon final determination of the dispute

- (a) to the Seller in respect of any Deemed Transfer Shares determined to be sold for their Market Value, and
- (b) to the Buyer(s) in respect of any Deemed Transfer Shares determined to be sold at their Issue Price,

provided always that if the Seller and Buyer(s) otherwise agree in writing and notify such agreement to the Company it shall instead hold and deal with the monies paid into such account and interest as such agreement and notice may specify whether or not the dispute has been resolved

15 6 For the purpose of Article 15 1(c) and Article 22 the date upon which a Member ceases to hold office as an employee or director shall

- (a) where the Group Company terminates or purports to terminate a contract of employment or engagement by giving notice to the employee or director of the termination of the employment or engagement, whether or not the same constitutes a wrongful or unfair dismissal, be the later of the date of that notice and the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the Group Company in respect of such termination),
- (b) where the employee or director terminates or purports to terminate a contract of employment or engagement by giving notice to the Group Company of the termination of the employment or engagement (whether or not he is lawfully able so to do), be the later of the date of that notice and the date (if any) for the termination expressly stated in such notice,
- (c) where the Group Company (on the one hand) or employee or director (on the other hand) wrongfully repudiates the contract of employment or engagement and the other respectively accepts that the contract of employment or engagement has been

terminated, be the date of such acceptance by the Group Company, or employee or director (as the case may be),

- (d) where a contract of employment or engagement is terminated under the doctrine of frustration, be the date of the frustrating event, or
- (e) where a contract of employment or engagement is terminated in any other circumstance other than set out in Articles 15 6(a) to 15 6(d), be the date on which the person actually ceases to be employed or engaged by the Group Company

15 7 **No dealings following Deemed Transfer Notice**

Once a Deemed Transfer Notice shall be given in respect of any Share then no permitted transfer under Article 12 (Permitted Transfers) may without the consent of an A Shareholder Majority be made in respect of such Share unless and until a Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 13 (Voluntary transfers) shall have expired without such allocation

16 **Drag Along Option**

- 16 1 If all the holders of A Shares for the time being (together the **Selling Shareholders**) wish to transfer all their A Shares (**Manager Shares**) to a Third Party Buyer, the Selling Shareholders shall have the option (**Drag Along Option**) to require any or all of the other holders of Shares to transfer all their Shares with full title guarantee to the Third Party Buyer or as the Third Party Buyer shall direct in accordance with this Article 16
- 16 2 The Selling Shareholders may exercise the Drag Along Option at any time before the registration of the transfer of the Shares in the Company held by the Selling Shareholders by giving notice to that effect (**Drag Along Notice**) to all other Members (**Called Shareholders**) A copy of the Drag Along Notice shall, for information only, also be given to the Company at its registered office (but so that any failure or delay in giving such copy shall in no way prejudice the operation of this Article 16)
- 16 3 A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares in the Company (**Called Shares**) pursuant to Article 16 1 to the Third Party Buyer, or as the Third Party Buyer may direct the Drag Sale Price, the proposed date of transfer (if known), and the identity of the Third Party Buyer A Drag Along Notice served by post shall be deemed served upon the envelope containing it being placed in the post and the applicable notice provisions of these Articles shall in the context of a Drag Along Notice be amended accordingly The notice provisions of these Articles shall otherwise apply to the service of a Drag Along Notice as if it were a notice to be given under these Articles by the Company
- 16 4 A Drag Along Notice may be revoked by Selling Shareholders at any time prior to completion of the sale of the Called Shares and any such revocation notice shall be served in the manner prescribed for a Drag Along Notice in Article 16 2
- 16 5 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Manager Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise
- 16 6 Each Called Shareholder shall on service of the Drag Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares

registered in the name of such Called Shareholders and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 16

- 16 7 The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Selling Shareholders, the Called Shareholders or any other Member to the Third Party Buyer named in a Drag Along Notice
- 16 8 Notwithstanding Article 16 2, in connection with any Sale the provisions of Article 7 (Provisions on Realisation) shall apply to determine if, and the extent to which, the proceeds (whether or not cash) from any sale of Shares may be re-allocated amongst the Selling Shareholders, the Called Shareholders and any other Members. Save as aforesaid the provisions of this Article 16 shall prevail over any contrary provisions of these Articles. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share which has not been allocated in accordance with Article 13 (Voluntary transfers) shall automatically be revoked by the service of a Drag Along Notice
- 16 9 Upon any person, following the issue of a Drag Along Notice, becoming a holder of Shares in the capital of the Company pursuant to the exercise of pre-existing option to acquire Shares in the Company (whether pursuant to a Share Option Scheme or otherwise howsoever), a Drag Along Notice, on the same terms as the previous Drag Along Notice, shall be deemed to have been served upon such Member immediately upon such acquisition and such person shall thereupon be bound to sell and transfer all such Shares acquired by him to the Third Party Buyer or as the Third Party Buyer may direct and the provisions of this Article 16 (including Article 16 8) shall apply mutatis mutandis to the such Member save that completion of the sale of such Shares shall take place forthwith upon the Drag Along Notice being deemed served on such Member or, if later, upon the date of completion under the previous Drag Along Notice

17 Tag along

- 17 1 Subject to Article 16 (Drag Along Option) and save in the case of a Permitted Transfer, but otherwise notwithstanding any other provision in these Articles, no sale or other disposition of any Shares (**Specified Shares**) shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Buyer has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined in Article 17 3) all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Buyer (**Uncommitted Shares**)
- 17 2 An offer made under Article 17 1 shall be in writing and shall be open for acceptance for at least 5 Business Days, and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 15 Business Days of the date of the offer
- 17 3 For the purposes of Article 17 the expression **specified price** means
- (a) the consideration (in cash or otherwise) per Share equal to that offered or paid or payable by the Third Party Buyer or its nominees for the Shares being sold resulting in a Change of Control, plus
 - (b) the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the

substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares

17 4 If the specified price or its cash equivalent cannot be agreed within 15 Business Days of the proposed sale or transfer referred to in Article 17 1 between the Third Party Buyer and the holders of any Uncommitted Shares such matter shall be referred to the Valuers by any Member for determination and, pending such determination, the sale or transfer referred to in Article 17 1 shall have no effect

17 5 On any Sale effected under this Article 17 then, notwithstanding Article 17 3, the provisions of Article 7 (Provisions on Realisation) shall apply in determining how the proceeds from the sale of any Shares shall be distributed

17 6 The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale or transfer to a Third Party Buyer provided that the provisions of this Article 17 have been complied with

18 Prohibited transfers

Notwithstanding any other provision of these Articles

18 1 no transfer of any D Share shall be made or registered otherwise than with the prior written consent of an A Shareholder Majority, and

18 2 no transfer of any Share shall be made or registered if it is to

- (a) any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind, or
- (b) any person (other than a Third Party Buyer where the provisions set out in Articles 16 and 17 have been complied with) who has not executed a Deed of Adherence to, and in the manner required by, any Investment Agreement for the time being in force

19 Proceedings at general meetings and adjournment

19 1 Any member having the right to vote at the meeting may demand a poll at a general meeting

19 2 If within ten minutes from the time appointed for a general meeting a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the request of the Members in accordance with the CA 2006, shall be dissolved, in any other case, it shall stand adjourned

19 3 If a quorum is not present at any such adjourned meeting within ten minutes from the time appointed for that meeting, the meeting shall be dissolved

20 Poll votes

20 1 A poll may be demanded at any general meeting by

- (a) the chairman, or
- (b) any qualifying person (as such term is defined in section 318 of the CA 2006) present and entitled to vote at the meeting

- 20 2 A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 20 3 Subject to these Articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs. The chairman of the meeting may appoint scrutineers (who need not be holders) and decide how and when the result of the poll is to be declared.
- 20 4 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 20 5 A poll on the election of the chairman of the meeting or a question of adjournment must be taken immediately. All other polls must be taken within thirty days of their being demanded.
- 20 6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 20 7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.
- 20 8 The omission or failure by any proxy to vote in accordance with any instructions given to him by his appointor shall not invalidate any vote cast by him or any resolution passed at the general meeting concerned.

21 Number of directors

The number of directors shall not be less than two and there shall be no maximum number.

22 Management Director

- 22 1 Subject to Article 22 2, any person holding not less than 5% in nominal value of the issued A Shares from time to time may at any time and on more than one occasion appoint a person to be a non-executive director and at any time and on more than one occasion remove any such person from office (**Management Director**) provided always that the maximum number of Management Directors in office at any time whether appointed under Article 22 1 or 22 2 (and disregarding alternates) shall not exceed four (4).
- 22 2 Each person holding not less than 80% in nominal value of the A Shares from time to time may at any time and on more than one occasion appoint up to two Management Directors pursuant to Article 22 1.
- 22 3 Any appointment or removal of a Management Director shall be in writing served on the Company signed by the relevant appointing Member and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, and (in the case of the appointment of a person not already a director or an alternate) shall be accompanied by his consent to act as a director in the form prescribed by the CA 2006.
- 22 4 Upon written request of the relevant appointing Member, the Company shall procure that any Management Director is forthwith appointed as a director of any other member of the Group indicated in such request.

23 Alternate directors

- 23 1 A director (other than an alternate director) may, by notice in writing delivered to the Company, or in any other manner approved by the directors, appoint any person willing to act to be his alternate
- 23 2 The appointment of an alternate director who is not already a director or alternate director
- (a) shall (save in the case of an alternate to a Management Director) require the approval of the directors, and
 - (a) shall not be effective until his consent to act as a director in the form prescribed by the CA 2006 has been received by the Company
- 23 3 If an alternate director is himself a director and/or participates in any proceeding of the directors or at any committee as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present. An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) have the same rights in relation to any decision of the directors as his appointor and in particular shall (without limitation) be entitled to receive notice of all meetings of the directors and all committees of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate director)
- 23 4 A person who is an alternate director but not a director
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (b) may participate in a unanimous decision of the directors (but only if that person's appointor is not participating)
- 23 5 A director acting as alternate director shall have a separate vote for each director for whom he acts as alternate in addition to his own, but he shall count as only one for the purpose of determining whether a quorum is present. A person (not himself a director) who acts as alternate director for more than one director shall have a separate vote for each director for whom he acts as alternate, but he shall count as only one for the purpose of determining whether a quorum is present
- 23 6 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified in the same way and to the same extent as a director. However, he shall not be entitled to receive from the Company any fees for his services as alternate, except only such part (if any) of the fee payable to his appointor as such appointor may by notice to the Company direct. Subject to this Article 23, the Company shall pay to an alternate director such expenses as might properly have been paid to him if he had been a director
- 23 7 Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the director appointing him
- 23 8 An alternate director shall cease to be an alternate director

- (a) if his appointor revokes his appointment by notice in writing delivered to the Company, or in any other manner approved by the directors, or
- (b) if his appointor ceases for any reason to be a director, or
- (c) if any event happens in relation to him which causes his office as director to be vacated or (if not himself a director) would do so if he were himself a director

24 Acts of directors

- 24 1 Subject to the provisions of CA 2006, all acts done by in any proceedings of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote

25 Retirement of directors

- 25 1 The directors shall not be subject to retirement by rotation
- 25 2 The office of a director (other than a Management Director) who is at any time an employee of the Company or of any member of the same group as the Company shall automatically be vacated if
- (a) he ceases to be an employee (as described in Article 15 6) of the Company or of a member of the same group as the Company, or
 - (b) his employer ceases to be a member of the same group as the Company (whether or not he ceases to be its employee)

without being appointed as or continuing to be an employee of the Company or of another continuing member of the same group as the Company

26 Proceedings of directors

- 26 1 Regulation 7 of the Model Articles applies to the Company as modified by the express provisions of these Articles but so that reference in that Regulation 7 to "a decision taken in accordance with article 8" shall have effect as if replaced by "a decision taken in accordance with Article 27 of these Articles"
- 26 2 The quorum for the transaction of business of the Board shall be three directors Three of the directors in the quorum shall be Management Directors unless
- (a) each person who has the right to appoint a Management Director pursuant to Article 22 has previously agreed to the contrary in writing in respect of the meeting and business in question, or
 - (b) there are less than three Management Directors in office at that time (in which case the quorum shall be all Management Directors then appointed unless there are no Management Directors in which case this requirement shall not apply), or
 - (c) the business of the meeting includes the proposed exercise by the directors of the authority conferred by section 175 CA 2006 (or any subsequent amendment or revocation of such authorisation) and the Management Director is the director in

question or otherwise interested in the matter, in which case that Management Director shall not be part of the quorum on that business

26 3 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the 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. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group that is larger than any other group, where the Chairman then is

26 4 Save with the consent of each person who has the right to appoint a Management Director pursuant to Article 22

(a) the Board shall not delegate any of its powers to a committee other than as specified in any Investment Agreement, and

(b) meetings of the Board shall not be held outside the United Kingdom

26 5 The Chairman shall not have a second or casting vote at a meeting of the Board

27 Unanimous decision of the directors and written resolutions

27 1

(a) A decision of the directors is taken in accordance with this Article 27 when sufficient Eligible Directors indicate by any means that they share a common view on a matter

(b) Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing. A proposed directors' written resolution is adopted when each of the Eligible Directors who would have been entitled to vote on the resolution at a directors' meeting have signed at least one copy or duplicate copy of it

(c) A decision may not be taken in accordance with Article 27 if the Eligible Directors would not have formed a quorum had the matter been proposed as a resolution at a directors' meeting

(d) Unless the context otherwise requires, reference in these Articles to any meeting of the directors (or of any committee) includes any other proceedings or process by which any decision complying with Article 27 is reached

28 Directors' declarations of interest and conflict situations

28 1 A director who to his knowledge is in any way, whether directly or indirectly, interested in any actual or proposed contract, transaction or arrangement with the Company shall in the circumstances and to the extent that the same is required by the provisions of the CA 2006 declare the nature and extent of his interest in the relevant matter (or in any of the relevant matters) permitted in such circumstances. A director who has declared such an interest may (to the greatest extent permitted by law) vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest and (whether he votes or not) may be counted towards any quorum

- 28 2 To avoid doubt and without prejudice to the generality of Article 28 1, a director shall not be precluded from voting or (whether he votes or not) from counting in the quorum on any board resolution to convene any general or class meeting or to approve and issue any written resolution of the members of the Company (or of any class) because he may benefit from or otherwise be affected by any authorisation (or the revocation of, or amendment of, any authorisation) in the context of his duty under section 175 CA 2006 which would be effected or permitted by such resolution, if passed
- 28 3 For the purposes of section 175 CA and subject, where relevant, to Article 28 4, the directors shall have the power at any time save where the Management Director is the director in question or otherwise interested in the matter to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these Articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a **Relevant Director**) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a **Conflict Situation**)
- 28 4 Authorisation by the Board under the power conferred by section 175 CA 2006 (and any subsequent amendment or revocation of any such authorisation) will be effective only if all Management Directors for the time being appointed vote in favour of, or consent in writing to the same
- 28 5 Where directors give a Conflict Authorisation under the power conferred by section 175 CA 2006
- (a) the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded),
 - (b) the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation, and
 - (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject
- 28 6 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to Article 28 1) provision that
- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and/or
 - (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter, and/or

- (c) the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,

and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under Article 28 1) as a breach by him of his duties under sections 172 to 174 CA 2006

28 7 Subject to Article 28 8, authorisation is given by the members of the Company for the time being on the terms of these Articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these Articles or that subsequently arises because (in either case) the director is or becomes a shareholder, manager or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group (**Group Conflict Authorisation**) The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this Article 28 7 so that the director concerned

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and
- (b) may (but shall be under no obligation to)
 - (i) absent himself from the discussions of, and/or the making of decisions,
 - (ii) make arrangements not to receive documents and information,relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 CA 2006

28 8 A Group Conflict Authorisation given or deemed given under Article 28 7 may be revoked, varied or reduced in its scope or effect only by special resolution

28 9 In this Article 26 1 **Relevant Group** comprises

- (a) the Company,
- (b) each (if any) body corporate which is for the time being a subsidiary of the Company,
- (c) each (if any) body corporate of which the Company is for the time being a subsidiary (**Parent**), and
- (d) each (if any) body corporate (not falling within any preceding paragraph of this definition) which is for the time being a subsidiary of the Parent

28 10

- (a) Any Conflict Authorisation (whether under Article 28 3 or Article 28 7) shall (subject to any express contrary wording in its terms) be automatically deemed to extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised
- (b) Nothing in this Article 28 10 shall relieve any director from any duty he may otherwise have to declare and to update any declaration of any interest but no failure, delay or inaccuracy in making or updating such declaration shall prejudice or invalidate any Conflict Authorisation (whether under Article 28 3 or Article 28 7)

28 11 A director is not required, by reason of being a director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with

- (a) a Conflict Situation which has been authorised by the directors pursuant to article 28 3, or by the Members whether in these Articles or otherwise (subject to any terms, limits or conditions attaching to such authorisation),
- (b) being interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested,
- (c) holding any other office or place of profit under the Company, except that of auditor, in conjunction with the office of director and acting by himself or through his firm in a professional capacity for the Company (and being entitled to remuneration as the directors may arrange, either in addition to or in lieu of any remuneration provided for by any other article), and
- (d) being a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment

28 12 The Company will not treat the receipt by the director of any profit, remuneration or other benefit referred to in article 28 11 as a breach of duty under section 176 of the CA 2006 No such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest, profit, remuneration or other benefit

29 Notices

29 1 Any notice, document or information (including a share certificate) which is sent or supplied by the Company

- (a) in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of twenty-four hours (or, where first class mail is not used, forty-eight hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted,
- (b) by electronic means shall be deemed to have been received by the intended recipient twenty-four hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, and

- (c) by means of a website shall be deemed to have been received when the material 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 the material was available on the website

29 2 Any accidental failure on the part of the Company to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding. This Article shall have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information.

29 3 For the purposes of calculating the time when any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient for the purposes of these articles (regardless of whether the period is expressed in hours or days) full account shall be taken of any day, and any part of a day, that is not a working day. This Article 29 3 shall have effect in place of the Company Communications Provisions regarding the calculation of the time when any such notice, document or information is deemed to have been received by the intended recipient.

30 Indemnity, insurance, gratuities and pensions

30 1 Subject to the CA 2006, the Company

- (a) shall, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant officer out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him
 - (i) in relation to the actual or purported execution and discharge of the duties of such office, and
 - (ii) in relation to the Company's (or associated company's) activities in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),
- (b) may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure,
- (c) 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.

30 2 In this Article 30

- (a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- (b) a relevant officer means any director, secretary, auditor or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),
- (c) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the

Company, any associated company or any pension fund or employees' share scheme of the Company or associated company

30 3 The directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against

30 4 The directors may, on behalf of the Company, exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the Company or the members for any benefit permitted by this Article 30 4 and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company

31 Share certificates etc

The Company may in any manner permitted by the applicable provisions of Part 4 of the CA 2006 execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company

32 Subsidiary undertakings and reserves

32 1 The Board shall exercise all voting and other rights or powers of control exercisable by the Company in relation to itself and its subsidiary undertaking so as to secure (but as regards its subsidiary undertakings only in so far as by the exercise of such rights or powers of control the Board can secure) that

(a) no Shares or other securities are issued or allotted by any such subsidiary and no rights are granted which might require the issue of any such Shares or securities otherwise than to the Company or to one of its wholly-owned subsidiaries, and

(b) neither the Company nor any of its subsidiaries transfers or disposes of any Shares or securities of any subsidiary of the Company or any interest therein or any rights attached thereto otherwise than to the Company or one of its wholly-owned subsidiaries,

without in either case the previous consent in writing of an A Shareholder Majority

32 2 The Company shall procure that (save as otherwise specified by an A Shareholder Majority) each of its subsidiaries which has profits available for distribution shall from time to time, and to the extent that it may lawfully do so, declare and pay to the Company the dividends necessary to permit lawful and prompt payment by the Company of amounts payable to Members pursuant to these Articles

33 Data protection

33 1 Each of the Members and directors of the Company (from time to time) consent to the processing of their personal data by the Company, its Members and directors (each a **Recipient**) for the purpose of due diligence exercises, compliance with applicable laws,

regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any Shares (or other investment or security) in the Company.

- 33 2 Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a member of the same group as that Recipient (**Recipient Group Companies**) and to employees, directors and professional advisers of that Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Members and directors of the Company (from time to time) consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

34 Change of name

The Company may change its name by decision of the directors provided that the change is approved in advance by an A Shareholder Majority.

35 Partly paid Shares etc

- 35 1 The Company has a lien (**Company's lien**) over every Share which is partly paid for any part of

- (a) that Share's nominal value, and
- (b) any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

- 35 2 The Company's lien over a Share

- (a) takes priority over any third party's interest in that Share, and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

- 35 3 The directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

- 35 4 Subject to the provisions of this Article 35, if

- (a) a lien enforcement notice has been given in respect of a Share, and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the directors decide.

- 35 5 A lien enforcement notice

- (a) may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- (b) must specify the Share concerned,
- (c) must require payment of the sum payable within 14 days of the notice,
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
- (e) must state the Company's intention to sell the Share if the notice is not complied with

35 6 Where Shares are sold under this Article 35

- (a) the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

35 7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- (b) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice

35 8 A statutory declaration by a director that the declarant is a director and that a Share has been sold to satisfy the Company's lien on a specified date

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

35 9 Subject to the articles and the terms on which Shares are allotted, the directors may send a notice (a **call notice**) to a member requiring the member to pay the Company a specified sum of money (a **call**) which is payable in respect of Shares which that member holds at the date when the directors decide to send the call notice

35 10 A call notice

- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium),
- (b) must state when and how any call to which it relates is to be paid, and

- (c) may permit or require the call to be paid by instalments
- 35 11 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent
- 35 12 Before the Company has received any call due under a call notice the directors may
 - (a) revoke it wholly or in part, or
 - (b) specify a later time for payment than is specified in the notice,by a further notice in writing to the member in respect of whose Shares the call is made
- 35 13 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- 35 14 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- 35 15 Subject to the terms on which Shares are allotted, the directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them
 - (a) to pay calls which are not the same, or
 - (b) to pay calls at different times
- 35 16 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium)
 - (a) on allotment,
 - (b) on the occurrence of a particular event, or
 - (c) on a date fixed by or in accordance with the terms of issue
- 35 17 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture
- 35 18 If a person is liable to pay a call and fails to do so by the call payment date
 - (a) the directors may issue a notice of intended forfeiture to that person, and
 - (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- 35 19 For the purposes of this Article 35

the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the call payment date is that later date,

the **relevant rate** is

- (a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum

35 20 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(2)

35 21 The directors may waive any obligation to pay interest on a call wholly or in part

36 Forfeiture and surrender

36 1 A notice of intended forfeiture

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice,
- (d) must state how the payment is to be made, and
- (e) must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited

36 2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture

36 3 Subject to the articles, the forfeiture of a Share extinguishes

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

36 4 Any Share which is forfeited in accordance with the articles

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
- (b) is deemed to be the property of the Company, and
- (c) subject to Article 10 may be sold, re-allotted or otherwise disposed of as the directors think fit

- 36 5 If a person's Shares have been forfeited
- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
 - (b) that person ceases to be a member in respect of those Shares,
 - (c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
 - (d) that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
 - (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal
- 36 6 At any time before the Company disposes of a forfeited Share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit
- 36 7 If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer
- 36 8 A statutory declaration by a director that the declarant is a director and that a Share has been forfeited on a specified date
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share
- 36 9 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share
- 36 10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which
- (a) was, or would have become, payable, and
 - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them
- 36 11 A member may surrender any Share
- (a) in respect of which the directors may issue a notice of intended forfeiture,

(b) which the directors may forfeit, or

(c) which has been forfeited

36 12 The directors may accept the surrender of any such Share

36 13 The effect of surrender on a Share is the same as the effect of forfeiture on that Share

36 14 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

37 Purchase of own shares

37 1 Subject to CA 2006 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 CA 2006, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of

(a) £15,000, and

(b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company

38 Miscellaneous amendments to Model Articles

38 1 The words "make any rule" in regulation 16 shall be deleted and substituted with the words "make, vary, relax or repeal any rule"

38 2 In regulation 18(f), the words "as a director" shall be included after the words "the director is resigning"

38 3 Regulation 19(3) shall be amended by the deletion of the word "and" at the end of regulation 19(3)(a)

38 4 Regulation 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"

38 5 In regulation 24(2)(c), the words "that the Shares are fully paid" shall be substituted with the words "the amounts paid up on them"

38 6 In regulation 25(2)(c), the words "payment of a reasonable fee as the directors decide" shall be substituted with the words "payment of reasonable expenses"

38 7 Regulation 29 shall be amended by the insertion of the words ", or the name of any person nominated under regulation 27(2)," after the words "the transmittee's name"