

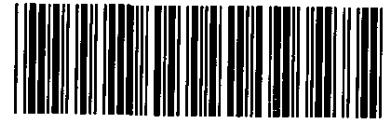
Company Number: 10074259

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

**SPECIAL RESOLUTIONS OF  
LIGHTBULB ES LIMITED  
(the "Company")**

**PASSED PURSUANT TO SECTION 283 OF THE COMPANIES ACT 2006**

FRIDAY



A10 \*A7KBNRMP\* 07/12/2018 #93  
COMPANIES HOUSE

27 November 2018 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 below are passed as special resolutions (together the "Resolutions")

**Special Resolutions**

1. THAT the 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.
2. Subject to the passing of Special Resolution 1, THAT for the purposes of article 8.2 of the articles of association of the Company adopted pursuant to Special Resolution 1 (the "New Articles"), the provisions of article 8.2 of the New Articles be waived in respect of the allotment of any class of shares in the capital of the Company ("Shares"), provided that this waiver shall be limited to the allotment of Shares pursuant to a warrant instrument executed by the Company in favour of Oak Barrel Investments, LLC (or any of its assignees) on or around the date of this resolution.

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to any of the Resolution.

The undersigned, a person entitled to vote on the above Resolutions on the Circulation Date, hereby irrevocably agrees to those Resolutions as indicated above:

Signed by **MATTHEW CLEMOW**

Date

27 / 11 / 18

Signed by **HENRY BROWN**

Date

27 / 11 / 18

Signed by **DUNCAN ELLIS** .....

Date .....

Signed by **SHANE MOLONEY** .....

Date .....

Signed by **SAMUEL ALLARDYCE** .....

Date .....

Signed by **MICHAEL LUCKETT** .....

Date .....

Signed by **PETER ALLISON** .....

Date .....

Signed by **THOMAS LLOYD JONES** .....

Date .....

Signed by **MATTHEW DENMAN** .....

Date .....

Signed by **CHRIS JONES** .....

Date .....

Signed by **STEPHEN BILLINGHAM** .....

Date .....

Signed by **TIM BURRAGE**

.....

Date

.....

Signed by **CHRISTIE BUSHNELL**

.....

Date

.....

Signed by **EDWARD CASTELINO**

.....

Date

.....

Signed by **KATIE MOLE**

.....

Date

.....

Signed by **CHRIS MOLE**

.....

Date

.....

## NOTES

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - **By Hand:** delivering the signed copy to Matthew Clemow at the Company's registered office.
  - **Post:** returning the signed copy by post to Matthew Clemow at the Company's registered office.
  - **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to [Matt.Clemow@igloo.energy](mailto:Matt.Clemow@igloo.energy). Please enter "Written Resolution in the email subject box.

If there are no Resolutions you agree with, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. The Resolution will lapse unless your agreement to the Resolution has been received by such date as is 28 days from the Circulation Date. If you agree to the Resolutions, please ensure that your agreement reaches us before this date.
4. *In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.*
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

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

**ARTICLES OF ASSOCIATION**

of

**LIGHTBULB ES LIMITED**

**Company Number: 10074259**

**(the "Company")**

(Adopted by a special resolution passed on 27 November 2019)

**1. Introduction**

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include any statutory instrument made under it, and reference to each such statutory provision or statutory instrument shall include every statutory amendment, modification, re-enactment and extension thereof from time to time.
- 1.3 In these Articles, article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, *subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.*
- 1.7 A reference in these Articles to:
- (a) an "**Article**" is a reference to the relevant numbered article of these Articles; and
  - (b) a "**Model Article**" is a reference to the relevant article of the Model Articles,
- unless expressly provided otherwise.
- 1.8 The terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words,

description, definition, phrase or term to which they relate, and the rule known as ejusdem generis shall not apply.

- 1.9 Where the context permits, "**other**" and "**otherwise**" are illustrative and shall not limit the sense of the words to which they relate, and the rule known as ejusdem generis shall not apply..
- 1.10 A reference to a "**holding company**" or a "**subsidiary**" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
  - (b) its nominee.
- 1.11 In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

## 2. Defined terms

In these Articles the following words and expressions shall have the following meanings:

"**Act**" means the Companies Act 2006 (as amended from time to time);

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

"**Auditors**" means the auditors of the Company from time to time;

"**Board**" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;

"**Business Day**" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"**Civil Partner**" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"**Controlling Interest**" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

"**Date of Adoption**" means the date on which these Articles were adopted;

"**Director(s)**" means a director or directors of the Company from time to time;

"**Employee**" means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group;

**"Encumbrance"** means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

**"Fair Value"** is as determined in accordance with Article 12 ;

**"Family Trusts"** means trust(s) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than a Shareholder who is an individual and/or Privileged Relations of that individual;"

**Founders"** means **Matthew James Clemow and Henry Carl Olof Brown;**

**"Founder Directors"** means such directors of the Company nominated by the Founders under Article 5.2 and the first such Founder Directors shall be Matthew James Clemow and Henry Carl Olof Brown.

**"Fund Manager"** means a person whose principal business is to make, manage or advise upon investments in securities;

**"Group"** means the Company and its subsidiary undertaking(s) (if any) from time to time;

**Holding Company"** means a newly formed holding company, pursuant to which the shareholders of, and the proportion and class(es) of shares held by each of them in, such holding company (immediately after a transfer of the issued share capital of the Company to such holding company) are the same as the shareholders of and their shareholdings in the Company immediately prior to the transfer of the issued share capital of the Company to such holding company;

**"Investor Director"** means such director of the Company nominated under Article 5.1 ;

**"Investor Majority"** means the consent of those Investors holding at least 50.1% per cent of the Ordinary Shares held by the Investors from time to time;

**"Investors"** means any holder of Ordinary Shares and their Permitted Transferees excluding the Founders and Employees in respect of those shares acquired as a consequence of their employment;

**"a Member of the same Fund Group"** means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an "Investment Fund") or a nominee of that person:

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund *(but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business)*;
- (b) any Investment Fund managed by that Fund Manager;
- (c) any parent undertaking or subsidiary undertaking of that Fund Manager, or any subsidiary undertaking of any parent undertaking of that Fund Manager; or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa;

**"a Member of the same Group"** means as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of that company or a subsidiary undertaking of any such parent undertaking;

**"New Securities"** means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than (a) options to subscribe for Ordinary Shares under any Share Option Plan (b) shares or other securities which the Investor Majority have agreed should be issued without complying with Article 8 or (c) shares issued pursuant to a warrant agreement dated on or around the Date of Adoption);

**"Ordinary Shareholder"** means any holder of Ordinary Shares;

**"Ordinary Shares"** means the ordinary shares of £0.001 each in the capital of the Company, from time to time;

**"Permitted Transfer"** means a transfer of Shares in accordance with Article 10 ;

**"Permitted Transferee"** means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Company;
- (b) in relation to a Shareholder which is an undertaking means any Member of the same Group;
- (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group;

**"Privileged Relation"** in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);

**"Proceeds of Sale"** means the consideration payable whether in cash or otherwise to those Shareholders selling Shares under a Share Sale (including any Accepting Offerees within the meaning of Article 16.4);

**"Qualifying Company"** means a company in which a Shareholder or Trustee(s) hold the whole of the share capital and which they control;

**"Shareholder"** means any holder of any Shares;

**"Share Option Plan"** means any share option plan of the Company, the terms of which have been approved by the Investor Majority;

**"Shares"** means the Ordinary Shares;

**"Share Sale"** means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders in the purchasing company and the proportion of shares held by each of them are the same as the Shareholders and their shareholdings in the Company immediately prior to the sale; and

**"Trustees"** means the trustee(s) of a Family Trust.



### **3. Proceedings of Directors**

- 3.1 The quorum for Directors' meetings shall be two Directors who must include the Investor Director (save that where an interest of the Investor Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, the Investor Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). Article 11(2) of the Model Articles shall not apply to the Company.
- 3.2 Any Director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all the other Directors present at that meeting (whether in person or by alternate or by means of that type of communication device) to hear at all times that Director and that Director to hear at all times all other Directors present at the meeting (whether in person or by alternate or by means of that type of communication device) shall be deemed to be present at the meeting and shall be counted when reckoning a quorum. A meeting held by these means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority in a single location, the location of the chairman shall be deemed to be the place of the meeting.
- 3.3 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall have a second or casting vote.

### **4. Alternate Directors**

- 4.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a director may appoint any person as he thinks fit to be his, her or its alternate Director and the appointment of an alternate Director shall not require approval by a resolution of the Directors.

### **5. Appointment of Directors**

- 5.1 An Investor Majority, for so long as it and its Permitted Transferees holds not less than 10 per cent. of the Shares in issue, shall be entitled to nominate one person to act as a Director of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove that Director from office. The Investor Majority shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place.
- 5.2 Each Founder, for so long as he and his respective Permitted Transferees together hold not less than 10 per cent. of the Shares in issue, shall be entitled to nominate one person to act as a Director of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove those Directors from office. Each Founder shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place.
- 5.3 The Founders, for so long as they and their respective Permitted Transferees together hold not less than 10 per cent. of the Shares in issue, shall be entitled to nominate one of the Founder Directors to act as the chairman of the Board.
- 5.4 An appointment or removal of a Director under Article 5.1 or 5.2 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company, or from such later date as may be specified in such notice.

## **6. Disqualification of Directors**

6.1 In addition to those provided in Article 18 of the Model Articles, the office of a Director shall also be vacated if:

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his, her or its office be vacated;
- (b) in the case of Directors, other than an Investor Director or a Founder Director (for so long as the persons appointing them continue to hold the required percentage of Shares under Articles 5.1 or 5.2 from time to time), if a majority of his co-Directors serve notice on him in writing, removing him from office.

## **7. Directors' Interests**

7.1 Subject to the provisions of the Act, and provided that he has declared to the Directors the nature and extent of his interest, a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting. Article 14 of the Model Articles shall not apply to the Company.

### *Specific interests of a Director*

Subject to the provisions of the Act, and provided that he has declared to the Directors the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:

- (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with him) is a Shareholder or a shareholder in, employee, director, member or other officer of, or consultant to, a parent undertaking of, or a subsidiary undertaking of a parent undertaking of, the Company;
- (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested; or
- (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body

corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this.

#### *Interests of an Investor Director*

In addition to the provisions of Article 7.1, subject to the provisions of the Act, and provided that he has declared to the Directors the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (g) a Fund Manager who advises or manages an Investor;
- (h) any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
- (i) another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

#### **8. Allotment of new shares or other securities: pre-emption**

8.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act do not apply to an allotment of equity securities made by the Company.

8.2 Unless otherwise determined by special resolution, any New Securities shall, before they are allotted or granted on any terms, be first offered by the Company in writing to each Ordinary Shareholder by:

- (a) giving details of the number and subscription price of the New Securities;
- (b) inviting him to apply for the New Securities at the notified subscription price (being on no less favourable terms than they are proposed to be allotted or granted);
- (c) stating that he will have a period of at least 14 days from the date of the notice in which to apply;
- (d) stating that, if there is competition among the Ordinary Shareholders for the New Securities, the New Securities will be allocated to him in proportion (as nearly as may be) to his existing holdings of Ordinary Shares (his "**Proportionate Allocation**");
- (e) inviting him to indicate if he is willing to purchase New Securities in excess of his Proportionate Allocation ("**Extra Securities**") and, if so, the number of Extra Securities he is willing to purchase.

8.3 On expiry of an offer made in accordance with Article 8.2 (or sooner if applications or refusals have been received from all Ordinary Shareholders and all requisite approvals have been given), the Company shall allot or grant (as the case may be) the New Securities as follows:

- (a) if the total number of New Securities applied for is equal to or less than the New Securities offered, each Ordinary Shareholder shall be allocated the number applied for by him; or
- (b) if the total number of New Securities applied for is more than the New Securities offered, each Ordinary Shareholder shall be allocated his Proportionate Allocation or, if less, the number of New Securities for which he has applied; and
- (c) applications for Extra Securities shall be allocated in accordance with such applications or, in the event of competition among those Ordinary Shareholders applying for Extra Securities, in proportion to their Proportionate Allocations but so that no applicant shall be allocated more Extra Securities than he has applied for and so that if there is a surplus further allocations shall be made on the same basis (and if necessary more than once) until all New Securities have been allocated; and
- (d) in all cases, fractional entitlements shall be rounded to the nearest whole number;

following which the Directors may, subject to these Articles and the Act, allot or grant (as the case may be) such New Securities as have not been taken up in such manner as they think fit, but on no less favourable terms than were given to the Ordinary Shareholders.

- 8.4 Any New Securities offered under this Article 8 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor in accordance with the terms of this Article 8 .
- 8.5 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 Income Tax (Earnings and Pensions) Act 2003 election with the Company if so required by the Company.
- 8.6 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The Directors are not authorised to determine the terms, conditions and manner of redemption unless express authorisation to do so is given by the Shareholders by ordinary resolution. Article 22(2) of the Model Articles shall not apply to the Company.

## **9. Transfers of Shares – general**

- 9.1 Reference to the transfer of a Share in these Articles includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 9.2 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 9.3 The Directors may refuse to register a transfer of a Share if:
  - (a) a Shareholder transfers a Share other than in accordance with these Articles;

- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company and such person has not entered into a joint section 431 Income Tax (Earnings and Pensions) Act 2003 election with the Company; or
- (c) the transferee is a person (or a nominee for a person) who is a competitor with (or an associate (as determined in accordance with section 435 of the Insolvency Act 1986) of a competitor with) the business of the Company or with a subsidiary undertaking of the Company.

Article 26(5) of the Model Articles shall be modified accordingly.

- 9.4 The Directors may, as a condition to the registration of any transfer of Shares, require *the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement in force between some or all of the Shareholders and the Company.*
- 9.5 Articles 27 to 29 of the Model Articles regarding transmission of shares shall not apply to the Company.
- 9.6 Any transfer of a Share by way of sale will be deemed to include a warranty that the transferor sells with full title guarantee.

#### **10. Permitted Transfers**

- 10.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 10.2 Shares previously transferred as permitted by Article 10 may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 10.3 Where, upon death of a Shareholder, the persons legally or beneficially entitled to any Shares are Permitted Transferees of that deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees without restriction as to price or otherwise.
- 10.4 A transfer of any Shares approved by the Investor Majority and the Board may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors.
- 10.5 Any Shares may at any time be transferred where there is a transfer of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, with prior written consent of the Investor Majority.

#### **11. Transfers of Shares subject to pre-emption rights**

- 11.1 Save where the provisions of Articles 10, 13, 15 and 16 apply, a Shareholder who wishes to transfer Shares (a "**Seller**") shall give notice in writing (which cannot be withdrawn save with the consent of the Board) (a "**Transfer Notice**") to the Company (constituting the Company the agent of the Seller) specifying:
  - (a) the number of Shares which he wishes to transfer (the "**Sale Shares**");
  - (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee; and

- (c) the price at which he wishes to transfer the Sale Shares, provided that:
    - (i) the price at which he is to transfer the Sale Shares shall be deemed to be Fair Value of the Sale Shares if no price is agreed between the Seller and the Board (including the Investor Director but with any Director who is a Seller or with whom the Seller is connected (within section 252 of the Act) not being entitled to vote) within five Business Days after the date when the Board received the Transfer Notice (subject to Article 11.1(c) (ii), the "**Transfer Price**"); and
    - (ii) If a Shareholder is deemed to have given a Transfer Notice, the price at which he is to transfer the Sale Shares (being in this case the "**Transfer Price**") shall be agreed between such Shareholder and the Board (including the Investor Director but with any Director who is a Seller or with whom the Seller is connected (within section 252 of the Act) not being entitled to vote) within five Business Days after the date when the Board received the Transfer Notice and failing such agreement such price will be deemed to be the Fair Value of such Shares.
- 11.2 As soon as practicable following the receipt of a Transfer Notice (or, in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 12 ), the Company shall give notice in writing to each Ordinary Shareholder other than the Seller (each an "**Eligible Shareholder**"):
  - (i) inviting him to apply for the Sale Shares at the Transfer Price;
  - (ii) stating that he will have a period of at least 14 days from the date of the notice in which to apply;
  - (iii) stating that, the Sale Shares shall be offered to the Eligible Shareholders and if there is competition among the Eligible Shareholders for the Sale Shares, the Sale Shares will be allocated to him in proportion (as nearly as may be) to his existing holding of Ordinary Shares (his "**Proportionate Allocation**");
  - (iv) inviting him to indicate if he is willing to purchase Sale Shares in excess of his Proportionate Allocation ("**Extra Shares**") and, if so, the number of Extra Shares he is willing to purchase.
- 11.3 On expiry of an offer made in accordance with Article 11.2 (or sooner if applications or refusals have been received from all Eligible Shareholders), the Company shall allocate the Sale Shares as follows:
  - (a) if the total number of Sale Shares applied for is equal to or less than the number of Sale Shares, each Eligible Shareholder shall be allocated the number applied for by him; or
  - (b) if the total number of Sale Shares applied for is more than the available number of Sale Shares, each Eligible Shareholder shall be allocated his Proportionate Allocation or, if less, the number of Sale Shares for which he has applied; and
  - (c) applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition among those Eligible Shareholders applying for Extra Shares, in proportion to their Proportionate Allocations but so that no applicant shall be allocated more Extra Shares than he has applied for and so that if there is a surplus further allocations shall be made on the same

basis (and if necessary more than once) until all Shares have been allocated;  
and

- (d) in all cases, fractional entitlements shall be rounded to the nearest whole number.
- 11.4 The Company shall give written notice to the Seller which shall specify the number of Sale Shares to be allocated to each applicant and the place and time (being not less than 7 nor more than 14 days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares (an "**Allocation Notice**").
- 11.5 On service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- 11.6 If the Seller fails to comply with the provisions of Article 11.5 :
  - (a) the chairman of the Directors or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
    - (i) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the applicants;
    - (ii) receive the Transfer Price and give a good discharge for it and (subject to the transfer being duly stamped) enter each applicant in the register of members as the holders of the Sale Shares allocated to him; and
  - (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate(s) for the relevant Shares (or a suitable indemnity).
- 11.7 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 11.8 , the Seller may, within eight weeks after service of the Allocation Notice, transfer the unsold Sale Shares not included in the Allocation Notice to any person at a price at least equal to the Transfer Price.
- 11.8 The right of the Seller to transfer Shares under Article 11.7 does not apply if the Board is of the opinion on reasonable grounds that:
  - (a) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
  - (b) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 11.9 Any Sale Shares offered under this Article 11 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor in accordance with the terms of this Article 11 .

## **12. Valuation of Shares**

- 12.1 If no price is agreed between the Seller and the Board (including the Investor Director) then, upon service of the Transfer Notice the Board shall appoint an expert valuer in accordance with Article 12.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale

Shares or if the Fair Value has been certified by Expert Valuer within the preceding 12 weeks, such certified Fair Value shall apply.

- 12.2 The Expert Valuer will be the Auditors unless this is not agreed by the Seller and the Board in which case it will be an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement within 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and appointed by the Company.
- 12.3 The "Fair Value" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
  - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - (c) that the Sale Shares are capable of being transferred without restriction;
  - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
  - (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 12.4 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Board and the Seller of its determination. The Expert Valuer shall act as experts and not as arbitrators and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 12.5 The cost of obtaining the certificate shall be paid by the Company unless the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the Directors to the Seller for the Sale Share before Expert Valuer was instructed in which case the Seller shall bear the cost.

### **13. Compulsory transfers – general**

- 13.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 13.2 If a Shareholder which is a company either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time that, the Directors may determine.
- 13.3 If a Permitted Transferee ceases to be a Permitted Transferee of the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or another Permitted Transferee of the Original Shareholder



without restriction as to price or otherwise, failing which it will be deemed to have given a Transfer Notice in respect of those Shares.

13.4 On the death, bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver (as applicable) must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver (as applicable) execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

13.5 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:

- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder; and

if either requirement in this Article 13.5 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share, save to the extent that the Directors may otherwise determine.

13.6 If there is a change in control (as control is defined in section 1124 of the Corporation Tax Act 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of any Permitted Transferee and/or nominee) a Transfer Notice in respect of all the Shares registered in its name, its Permitted Transferee's name and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of the Original Shareholder before being required to serve a Transfer Notice.

#### 14. Co-Sale right

14.1 No transfer of any of the Ordinary Shares (other than one being made under Article 10, 13, 15 or 16) may be registered unless the Shareholder proposing to carry out such transfer (a "**Selling Member**") shall have observed the following procedures of this Article.

14.2 After the Selling Member has gone through the pre-emption process set out in Article 11 (to the extent the same applies), the Selling Member shall give to each Investor not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

- (a) the identity of the proposed purchaser (the "**Buyer**");

- (b) the price per share which the Buyer is proposing to pay;
- (c) the manner in which the consideration is to be paid;
- (d) the number of Ordinary Shares which the Selling Member proposes to sell; and
- (e) the address where any counter-notice under Article 14.3 should be sent.

- 14.3 Each Investor shall be entitled, within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Member that they wish to sell a certain number of Ordinary Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Ordinary Shares which such Investor wishes to sell. The maximum number of Ordinary Shares which an Investor can sell under this procedure shall be:

$$\left( \frac{X}{Y} \right) \times Z$$

where:

X is the number of Ordinary Shares held by the Investor;

Y is the total number of Ordinary Shares;

Z is the number of Ordinary Shares the Selling Member proposes to sell.

Any Investor who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Ordinary Shares.

- 14.4 Following the expiry of five Business Days from the date the Investors receive the Co-Sale Notice, the Selling Member shall be entitled to sell to the Buyer on the terms notified to the Investors a number of Ordinary Shares not exceeding the number specified in the Co-Sale Notice less any Ordinary Shares which Investors have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Investors the number of Ordinary Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Member from the Buyer.
- 14.5 No sale by the Selling Member shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 14.6 Sales made under a Co-Sale Notice in accordance with this Article 14 shall not be subject to Article 11.

## 15. Drag-along

- 15.1 If the holders of more than 50% of the Ordinary Shares (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a proposed purchaser who has made an offer on arm's length terms (the "**Proposed Purchaser**"), the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares (the "**Called Shares**") to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article 15.
- 15.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company (which the Company shall

immediately send to the Called Shareholders) at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Called Shares under this Article 15 , the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article 15 ) and the proposed date of transfer.

- 15.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 15.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be on terms no less favourable than those obtained by the Selling Shareholders from the Proposed Purchaser.
- 15.5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 15 .
- 15.6 Within five Business Days of the Company serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares *in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct*, together with the relevant share certificate(s) (or an indemnity for lost certificates in a form acceptable to the Directors) to the Company. On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Article 15.4 to the extent that the Company has received these amounts in cleared funds from the Proposed Purchaser. The Company's receipt for the amounts due pursuant to Article 15.4 shall be a good discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 15.4 in trust for the Called Shareholders without any obligation to pay interest.
- 15.7 To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the amounts due pursuant to Article 15.4 , the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or the discharge of any indemnity given) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 15 in respect of their Shares.
- 15.8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or an indemnity) for its Shares to the Company upon the expiration of that five Business Day period, any Director is authorised to transfer the Called Shareholder's Shares as agent on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, put the Company in funds to pay the amounts due pursuant to Article 15.4 for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him pursuant to Article 15.4 .
- 15.9 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale *in respect of which a Drag Along Notice has been duly served* shall not be subject to the provisions of Article 11 .
- 15.10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option to acquire shares in the Company or

pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article 15 shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

**16. Tag-along**

16.1 In the event of a proposed Share Sale (other than a transfer of Shares made pursuant to Articles 10, 13, 14 and/or 15) (a "**Proposed Transfer**"), the remaining provisions of this Article 16 shall apply.

16.2 The Shareholder proposing to carry out the Proposed Transfer (the "**Seller**") shall procure that, prior to the completion of the Proposed Transfer, the person to which they propose to transfer the Shares (the "**Buyer**") shall make an offer (the "**Tag-along Offer**") to each other Shareholder (each a "**Tag-along Offeree**"), to buy all of the Shares held by such Tag-along Offerees on the date of the Tag-along Offer for a consideration in cash per Share (the "**Tag-along Offer Price**") which is equal to the highest price per Share offered, paid or to be paid by the Buyer, or any person Acting in Concert with the Buyer, for any Shares in connection with the Proposed Transfer.

16.3 The Tag-along Offer shall be made by notice in writing (a "**Tag-along Offer Notice**") addressed to each Tag-along Offeree on the date of the Tag-along Offer at least 7 Business Days (the "**Tag-along Offer Period**") before the date fixed for completion of the Proposed Transfer (the "**Sale Date**"). The Tag-along Offer Notice shall specify:

- (a) the identity of the Buyer (and any person(s) Acting in Concert with the Buyer);
- (b) the Tag-along Offer Price and any other terms and conditions of the Tag-along Offer;
- (c) the Sale Date; and
- (d) the number of Shares which would be held by the Buyer (and persons Acting in Concert with the Buyer) on completion of the Proposed Transfer.

16.4 The completion of the Proposed Transfer shall be conditional in all respects on:

- (a) the making of a Tag-along Offer in accordance with this Article 16;
- (b) the completion of the transfer of any Shares by any Tag-along Offeree (each an "**Accepting Offeree**") who accepts the Tag-along Offer within the Tag-along Offer Period; and
- (c) *payment of the Proceeds of Sale to the Accepting Offerees;*

and the Directors shall refuse to register any Proposed Transfer made in breach of this Article 16.4.

16.5 The Proposed Transfer is, but the purchase of Shares from Accepting Offerees pursuant to a Tag-along Offer made under this Article 16 shall not be, subject to the pre-emption provisions of Article 11.

**17. Purchase of own Shares**

Subject to the Act, the Company may purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, to the extent permitted by section 692(1ZA) of the Act.

**18. Directors' Borrowing Powers**

- 18.1 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

**19. Indemnities and Insurance**

- 19.1 Subject to the provisions of and so far as may be permitted by, the Act:

(a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no director of the Company or any associated company is indemnified by the Company against:

- (i) any liability incurred by the director to the Company or any associated company; or
- (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- (iii) any liability incurred by the director:
  - (A) in defending any criminal proceedings in which he is convicted;
  - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
  - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 17.1(a)(i), 17.1(a)(iii)(B) and 17.1(a)(iii)(C) applying;

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any

negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 19.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

## **20. Data Protection**

- 20.1 Each of the shareholders and directors of the Company (from time to time) consent to the processing of their personal data by the Company, its shareholders 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 20 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. 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 ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Company's shareholders and directors (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 as constituted from time to time for the purposes stated above, where it is necessary or desirable to do so.

## **21. Secretary**

- 21.1 Subject to the provisions of the Act, the directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

## **22. Transfer of shares, pre-emption on transfer and lien over shares in relation to security held by a secured institution**

- 22.1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, whether or not fully paid, nor may they suspend registration thereof where such transfer:
- (a) is to any bank, lender or institution to which such shares have been charged by way of security or to any nominee of such bank, lender or institution (a "**Secured Institution**") and/or a company or other entity to whom such shares are transferred at the direction of a Secured Institution and/or any administrative receiver, administrator, receiver or receiver and manager or similar entity appointed by a Secured Institution (a "**Receiver**"); or
  - (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect or protect its security over the shares; or

- (c) is executed by a Secured Institution or its nominee or Receiver pursuant to the power of sale or other power under its security over the shares,

and the directors shall register any such transfer of shares forthwith following receipt.

- 22.2 Notwithstanding anything to the contrary contained in these articles, no transferor or proposed transferor of any shares in the Company to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to notify the Company or offer the shares which are or are to be the subject of any transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these articles or under any agreement or otherwise to require those shares to be offered to or transferred to it whether for consideration or not.
- 22.3 Notwithstanding anything to the contrary contained in these articles, the Company shall have no lien over shares (whether paid or unpaid), any pre-emption rights over shares and any other restrictions on the transfer of shares which are charged or mortgaged in favour of a Secured Institution.