



ARTICLES OF ASSOCIATION

OF

LNHD LTD

(COMPANY NO. 11989213)

(adopted by Special Resolution on 9 December 2022)

COMPANY NO. 11989213

REGISTERED OFFICE ADDRESS: LOANHOOD LTD. 10 DANUM DRIVE, YORK, YO10 4LQ
COMPANY NO. 11989213

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
LNHD LTD (THE "COMPANY")

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**") 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 is deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- 1.3.1 article headings are used for convenience only and do not affect the construction or interpretation of these Articles;
 - 1.3.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - 1.3.3 Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 44(4), 51, 52 and 53 of the Model Articles do not apply to the Company;
 - 1.3.4 reference to "**issued Shares**" of any class excludes any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - 1.3.5 reference to the "**holders**" of Shares or a class of Share excludes the Company holding Treasury Shares from time to time, unless stated otherwise.

2 DEFINITIONS

In these Articles the following words and expressions 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);

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include (without limitation) the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

"Associate" means in relation to any person;

- (i) who is an associate of that person, and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986; and
- (ii) (whether or not an associate as so determined) any Member of the same Group;

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

"Available Profits" means profits available for distribution within the meaning of Part 23 of the Act;

"Bad Leaver" means a Founder who ceases to be an Employee as a consequence of:

- (i) such person's resignation as an Employee, except in circumstances that constitute a constructive, wrongful and/or unfair dismissal, save in the case that unfair dismissal is as a result of a procedural defect; or
- (ii) that person's dismissal as an Employee for cause, where "cause" means the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of:
 - (A) gross misconduct, including (without limitation) any material act of dishonesty, any material breach of that Founder's obligations or duties in relation to the Company's confidential information, any misuse of the Company's intellectual property or any attempt to divert or transfer customers, business, employees or profits away from the Company;
 - (B) any fundamental breach by that Founder of his contract of employment or engagement;
 - (C) that Founder being convicted of a criminal offence (other than a driving offence carrying only a non-custodial sentence); or
 - (D) that Founder being disqualified from acting as a director;

"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);

"Called Shareholder" has the meaning given to that expression in Article 19.1;

"Called Shares" has the meaning given to that expression in Article 19.2.1;

"Call Notice" has the meaning given to that expression in Article 32.1;

"Chair" means the chairman of the Board from time to time;

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

"Commencement Date" means 31 March 2022;

"Company's Lien" has the meaning given in Article 31.1;

"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 CTA 2010);

"CTA 2010" means the Corporation Tax Act 2010;

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

"Deferred Conversion Date" means the date that Founder Shares convert into Deferred Shares pursuant to Article 17.1;

"Deferred Shares" means deferred shares of £0.000005 each in the capital of the Company from time to time;

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

"Drag-Along Notice" has the meaning given in Article 19.2;

"Drag-Along Option" has the meaning given in Article 19.1;

"Drag Consideration" has the meaning given in Article 19.4;

"Drag Completion Date" has the meaning given in Article 19.6;

"Drag Documents" has the meaning given in Article 19.6;

"Drag Purchaser" has the meaning given in Article 19.1;

"Effective Termination Date" means the date on which the Founder's employment or consultancy with the Company terminates;

"electronic address" has the same meaning as in section 333 of the Act;

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Employee" means an individual who is employed or appointed by, provides consultancy services to or is otherwise engaged by 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, judgement, 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);

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act, and (for the avoidance of doubt) an **"allotment"** of Equity Securities includes a transfer of shares which, immediately before that transfer, were held by the Company as Treasury Shares;

"Equity Shares" means the Shares, other than the Deferred Shares;

"Expert Valuer" has the meaning given in Article 15.1;

"Fair Value" means the value determined in accordance with Article 15 (Valuation of Shares);

"Family Trusts" means, as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual, and so that, for this purpose, a person shall be considered to be **"beneficially interested"** in a share if that share or the income thereof is liable to be transferred, paid, applied or appointed to or for the benefit of that person, or any voting or other rights attaching to that share are exercisable by or as directed by that person, pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

"Financial Year" has the meaning set out in section 390 of the Act;

"Founder Shares" means, in relation to a Founder, all Ordinary Shares held by the Founder and any Permitted Transferee of that Founder;

"Founders" means Lucinda Hall, Jennifer Charon, Jade McSorley;

"Good Leaver" means a Founder who ceases to be an Employee and who is not a Bad Leaver, and includes (without limitation) where the Board determines that a person is not a Bad Leaver;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time, and 'Group Company' shall be construed accordingly;

"hard copy form" has the same meaning as in section 1168 of the Act;

"Holding Company" means a newly-formed holding company whose membership, pro rata shareholdings and classes of shares match those of the Company (excluding Treasury Shares) immediately before the transfer of the issued share capital of the Company to that holding company;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"Investor Director" means a director appointed in accordance with clause 22.3;

"Investor Director Consent" means the prior written consent of the Investor Director;

"Investor Majority" means the holders of a majority of the Ordinary Shares held by the Investors from time to time

"Investors" means Alex Martinez and Mark Perera, together with any other person designated in writing from time to time by the Company as an Investor for the purposes of these Articles, and each individually an **"Investor"**;

"Leaver's Percentage" means, in relation to and for the purposes of determining the number of Founder Shares that are required (pursuant to Article 17) to be converted into Deferred Shares as a result of a Founder ceasing to be an Employee, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$100 - ((1/48 \times 100) \times NM)$$

where **"NM"** is the number of full calendar months from the Commencement Date of that Founder to the Effective Termination Date of such Founder (both dates inclusive), such that the Leaver's Percentage shall be zero on the first day of 49th month after the Commencement Date and thereafter;

"Lien Enforcement Notice" has the meaning given in Article 31.3;

"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, any shares issued by the Company (other than shares or securities issued as a result of the events set out in Article 11.6), excluding (for the avoidance of doubt) any Treasury Shares transferred by the Company after the Date of Adoption;

"Offer" has the meaning set out in Article 18.2;

"Offer Period" has the meaning set out in Article 18.3;

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company from time to time;

"Original Shareholder" has the meaning set out in Article 13.1;

"Permitted Transfer" means a transfer of Shares in accordance with Article 13;

"Permitted Transferee" means:

- a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies; and
- b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), any Member of the same Group;

"Privileged Relation" means, in relation to a Shareholder who is an individual member or deceased or former member, a spouse, Civil Partner, child or grandchild (including, without limitation, a step-child or adopted or illegitimate child and their issue);

"Proceeds of Sale" means the consideration payable (including, without limitation, any deferred and/or contingent consideration), whether in cash or otherwise, to those Shareholders selling Shares under a Share Sale;

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an offer on arm's length terms;

"Proposed Sale Date" has the meaning given in Article 18.3;

"Proposed Sale Notice" has the meaning given in Article 18.3;

"Proposed Sale Shares" has the meaning given in Article 18.3;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company;

"Proposed Transfer" has the meaning given in Article 18.3;

"Qualifying Company" means a company in which a Shareholder holds the entire issued share capital and over which that Shareholder exercises control (within the meaning of section 1124 of the CTA 2010);

"Qualifying Person" has the meaning given in section 318(3) of the Act;

"Relevant Interest" has the meaning set out in Article 28.4;

"Relevant Period" means 48 months from the Commencement Date;

"Sale Agreement" has the meaning set out in Article 19.2.5;

"Sale Shares" has the meaning set out in Article 14.2;

"Seller" has the meaning set out in Article 14.2;

"Sellers' Shares" has the meaning set out in Article 19.1;

"Selling Shareholders" has the meaning set out in Article 19.1;

"Shareholder" means any holder of any Shares (but excludes the Company holding Treasury Shares);

"Share Option Plan" means any share option plan of the Company;

"Shares" means shares in the capital of the Company from time to time;

"Share Sale" means a 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) that 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 and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately before the sale;

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the respective meanings set out in sections 1159 and 1162 of the Act;

"Transfer Notice" has the meaning given in Article 14.2;

"Transfer Price" has the meaning given in Article 14.2;

"Treasury Shares" means shares in the capital of the Company held by the Company as treasury shares from time to time (within the meaning set out in section 724(5) of the Act);

"Trustee" means a trustee or the trustees of a Family Trust;

"Unvested" means those Founder Shares which are not Vested; and

"Vested" means those Founder Shares which are no longer capable of being converted into Deferred Shares under Article 17.

3 **SHARE CAPITAL**

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 The Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 3.3 Paragraph (c) of article 24(2) of the Model Articles is amended by replacing the words "that the shares are fully paid, and" with the words "the amount paid up on them, and".
- 3.4 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) are deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".

3.5 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including (without limitation) any right to:

3.5.1 receive notice of or to attend or vote at any general meeting of the Company;

3.5.2 receive or vote on any proposed written resolution; and

3.5.3 receive a dividend or other distribution, save as otherwise permitted by section 726(4) of the Act.

4 DIVIDENDS

4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.

4.2 Any Available Profits that the Company may determine to distribute in respect of any Financial Year will be distributed amongst the holders of the Deferred Shares (if any) and the Equity Shares so that £1.00 of such profits will be distributed to the holders of the Deferred Shares pro-rata according to the number of Deferred Shares held by them (and payment may be made to any holder of Deferred Shares for the class) and as to the balance among the holders of Equity Shares pro rata to their respective holdings of Equity Shares (as if the Equity Shares constituted one and the same class).

4.3 Subject to the Act and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period.

4.4 Every dividend shall accrue on a daily basis assuming a 365-day year. All dividends are expressed net and shall be paid in cash.

4.5 If there are nil paid or partly paid share(s), any holder of such share(s) is only entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on those share(s) during any portion or portions of the period in respect of which a dividend is paid.

4.6 A capitalised sum that was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to that capitalised sum.

4.7 If:

4.7.1 a Share is subject to the Company's Lien; and

4.7.2 the Directors are entitled to issue a Lien Enforcement Notice in respect of it, they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide) The Company shall notify the distribution recipient in writing of:

- 4.7.3 the fact and sum of any such deduction;
- 4.7.4 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
- 4.7.5 how the money deducted has been applied.

5 DISTRIBUTIONS

- 5.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares), the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):
 - 5.1.1 first, in paying to the holders of the Deferred Shares (if any) a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); and
 - 5.1.2 the balance of the surplus assets (if any) shall be distributed among the holders of Equity Shares pro rata to the number of Equity Shares held.

6 EXIT PROVISIONS

- 6.1 On a Share Sale, the Proceeds of Sale shall be distributed in the order of priority set out in Article 5, and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed, save in respect of any Shares not sold in connection with that Share Sale.
- 6.2 In the event that Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5.
- 6.3 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5.

7 VOTES IN GENERAL MEETING AND ON WRITTEN RESOLUTIONS

- 7.1 The Ordinary Shares confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 The Deferred Shares do not entitle the holders of them to receive notice of, attend, speak or vote at any general meeting of the Company, nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 7.3 Where Shares confer a right to vote, on a show of hands each holder of such Shares 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 has one vote and, on a poll, each such holder so present has one vote for each Share held by him.

8 CONSOLIDATION OF SHARES

- 8.1 Whenever, as a result of a consolidation of Shares, any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, without limitation and subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution, determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9 DEFERRED SHARES

- 9.1 Subject to the Act, any Deferred Shares may be purchased by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).
- 9.2 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of the holder(s), to:
- 9.2.1 appoint any person to execute any transfer of (or any agreement to transfer) those Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holders(s); and/or
 - 9.2.2 receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s); and/or
 - 9.2.3 give, on behalf of such holder(s), consent to the cancellation of those Deferred Shares; and/or
 - 9.2.4 retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.
- 9.3 No Deferred Share may be transferred without the prior consent of the Board.

10 VARIATION OF RIGHTS

- 10.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such 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 more than 75 per cent in nominal value of the issued shares of that class.
- 10.2 The creation of a new class of shares with preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

11 ALLOTMENT OF NEW SECURITIES

- 11.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 11.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any New Securities, those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Equity Shares (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Equity Shares held by them (as nearly as may be without involving fractions). The offer:
- 11.2.1 shall be in writing, be open for acceptance from the date of the offer to the date ten Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Securities; and
- 11.2.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess New Securities he wishes to subscribe for.
- 11.3 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Equity Shares held by those Subscribers, and this procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).
- 11.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person the Directors may determine at the same price and on the same terms as the offer to the Subscribers.
- 11.5 Subject to the requirements of Articles 11.2 to 11.4 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board, which may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions it thinks proper.
- 11.6 The provisions of Articles 11.2 to 11.5 (inclusive) shall not apply to:

- 11.6.1 options to subscribe for Ordinary Shares, and the issue of shares pursuant to the exercise of options granted, under any Share Option Plan;
 - 11.6.2 the issue of New Securities to financial institutions or lessors in connection with commercial credit arrangements, equipment financings, commercial property lease transactions, or similar transactions;
 - 11.6.3 the issue of New Securities in strategic partnership transactions;
 - 11.6.4 New Securities issued or granted in order for the Company to comply with its obligations under these Articles;
 - 11.6.5 New Securities issued or granted pursuant to warrants, notes, or other rights to acquire Equity Securities of the Company outstanding as at the Date of Adoption;
 - 11.6.6 New Securities issued or granted pursuant to a sub-division of shares, bonus issue, scrip dividends, or similar transactions; or
 - 11.6.7 New Securities issued in consideration of the acquisition by the Company of any company or business.
- 11.7 No Shares shall be allotted (nor any Treasury Shares be transferred) 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 he has entered into a joint section 431 ITEPA election with the Company (if so required by the Company).

12 TRANSFERS OF SHARES - GENERAL

- 12.1 In Articles 12 to 19 (inclusive), reference to the "**transfer**" of a Share 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.
- 12.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 12.3 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.
- 12.4 Any transfer of a Share by way of sale which is required to be made under Articles 14 to 17 (inclusive) is deemed to include a warranty that the transferor sells with full title guarantee.
- 12.5 The Directors may refuse to register a transfer if:
- 12.5.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - 12.5.2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company who, in the opinion of the Board, is subject to taxation in the United Kingdom, and that person has not entered into a joint section 431 ITEPA election with the Company;

12.5.3 it is a transfer of a Share which is not fully paid:

- a) to a person of whom the Directors do not approve; or
- b) on which Share the Company has a lien;
- c) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- d) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate(s) in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- e) the transfer is in respect of more than one class of Shares;
- f) the transfer is in favour of more than four transferees; or
- g) these Articles otherwise provide that the transfer shall not be registered.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

12.6 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document), and, if any condition is imposed in accordance with this Article 12.6, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

12.7 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the Directors may require any holder or the legal personal representatives of any deceased holder, or any person named as transferee in any transfer lodged for registration, or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and such evidence as the Directors may request regarding any matter they deem relevant to that purpose, including (without limitation) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of those shares in the capital of the Company in writing of that fact and the following shall occur:

12.7.1 the relevant shares shall cease to confer on their holder (including any proxy appointed by the holder) any rights:

- a) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question); or
- b) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and

12.7.2 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in 12.7.1 and a) above may be reinstated by the Board and shall, in any event, be reinstated on the completion of any transfer referred to in Article 12.7.2 above.

12.8 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

12.9 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

12.9.1 the Transfer Price for the Sale Shares will be as agreed between the Board (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;

12.9.2 it does not include a Minimum Transfer Condition (as defined in Article 14.2.3); and

12.9.3 the Seller wishes to transfer all of the Shares held by it.

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

12.10.1 the transferor; and

12.10.2 (if any of the shares is partly or nil paid) the transferee.

13 **PERMITTED TRANSFERS**

13.1 A Shareholder who is not a Permitted Transferee (the "**Original Shareholder**") may transfer all or any of his Shares to a Permitted Transferee without restriction as to price or otherwise.

- 13.2 Shares previously transferred as permitted by Article 13.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 13.3 Where, under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 13.4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as 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 a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise, failing which it will be deemed to have given a Transfer Notice in respect of those Shares on the first Business Day after the expiry of that five Business Day period.
- 13.5 A Shareholder who is a Trustee may transfer Shares to:
- 13.5.1 a Qualifying Company of that Trustee Shareholder;
 - 13.5.2 the Original Shareholder or to another Permitted Transferee of the Original Shareholder; or
 - 13.5.3 the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 13.6 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- 13.6.1 with the terms of the trust instrument and in particular with the powers of the trustees;
 - 13.6.2 with the identity of the proposed trustees;
 - 13.6.3 that the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - 13.6.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 13.7 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must, within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) (and may do so without restriction as to price or otherwise), failing which it will be deemed to have given a Transfer Notice in respect of those Shares on the first Business Day after the expiry of that five-Business Day period.

13.8 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder, whether by reason of divorce or otherwise, he must, within 15 Business Days of so ceasing, either:

13.8.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or

13.8.2 give a Transfer Notice to the Company in accordance with Article 14.2,

failing which he shall be deemed to have given a Transfer Notice in respect of those Shares on the first Business Day after the expiry of that five-Business Day period.

13.9 On the death (subject to Article 13.3), 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, 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, 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 that 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 in respect of those Shares on the first Business Day after the expiry of that five-Business Day period.

13.10 A transfer of any Shares approved by the Board with the prior written approval of Shareholders holding not less than 80% of the Ordinary Shares then in issue may be made without restriction as to price or otherwise and each such transfer shall be registered by the Directors.

13.11 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company which has been approved by a majority of the Board.

14 **RIGHT OF FIRST REFUSAL**

14.1 Save where the provisions of Articles 13, 17, 18 and 19 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 14.

14.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares, give notice in writing (a "**Transfer Notice**") to the Company specifying:

14.2.1 the number of Shares which he wishes to transfer (the "**Sale Shares**");

14.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

14.2.3 the price at which he wishes to transfer the Sale Shares; and

14.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Seller and the Board. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five Business Days of the Company receiving the Transfer Notice.

14.3 Except with the written consent of the Board, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

14.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

14.5 As soon as practicable following the later of:

14.5.1 receipt of a Transfer Notice; and

14.5.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 15,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 14.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

14.6 Transfers: Offer

14.6.1 The Board shall offer the Sale Shares to all holders of Equity Shares other than the Seller (the "**Continuing Shareholders**"), inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy;

14.6.2 If the Sale Shares are subject to a Minimum Transfer Condition, then any allocation made under Article 14.6 will be conditional on the fulfilment of the Minimum Transfer Condition;

14.6.3 If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate to each Continuing Shareholder who has applied for Sale Shares a number of Sale Shares equal to the lower of:

- a) the number of Sale Shares that Continuing Shareholder applied for; and
- b) such proportion of the Sale Shares as is equal to the proportion (fractional entitlements being rounded to the nearest whole number) which that Continuing Shareholder's existing holding of Equity Shares bears to the total

number of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares (the "**Relevant Proportion**"), and this procedure shall be repeated until all Sale Shares have been allocated.

14.6.4 If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications, and the balance (the "**Initial Surplus Shares**") will be dealt with in accordance with Article 14.7.5.

14.7 Completion of transfer of Sale Shares

14.7.1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 14.6, stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

14.7.2 If:

- a) the Transfer Notice does not include a Minimum Transfer Condition; or
- b) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 14.6, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (and, if applicable, the Company and any Nominee(s)) (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than five Business Days nor more than ten Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

14.7.3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

14.7.4 If the Seller fails to comply with the provisions of Article 14.7.3:

- a) the Chair of the Company 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 his 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
 - iii (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

- b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate(s) in a form acceptable to the Board).

14.7.5 If an Allocation Notice does not relate to all the Sale Shares, then, subject to Article 14.7.5 and Article 19.1, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.

14.7.6 The right of the Seller to transfer Shares under Article 14.7.5 does not apply if the Board is of the opinion on reasonable grounds that:

- a) the transferee is a person (or a nominee for a person) who the Board determines in its absolute discretion is a competitor of (or an Associate of a competitor of) the business of the Company or a Subsidiary Undertaking of the Company;
- b) 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
- c) 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.

14.8 The restrictions imposed by this Article 14 may be waived in relation to any proposed transfer of Shares with the consent of the Board and the prior written approval of Shareholders holding not less than 80% of the Ordinary Shares then in issue.

15 VALUATION OF SHARES

15.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with the provisions of Article 12.9 or 14.2 or otherwise, then, on the date of failing agreement, the Board shall either:

15.1.1 appoint an expert valuer in accordance with Article 15.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or

15.1.2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

15.2 The Expert Valuer will be either

15.2.1 the Auditors; or

15.2.2 (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller, or, failing agreement not

later than the date ten 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.

- 15.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- 15.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 15.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 15.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 15.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Equity Shares (excluding any Shares held as Treasury Shares), without any premium or discount being attributable to the percentage of the issued Equity Shares which they represent, but taking account of the rights attaching to the Sale Shares; and
 - 15.3.5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 15.4 If any difficulty arises in applying any of these assumptions or bases, the Expert Valuer shall resolve that difficulty in whatever manner he in his absolute discretion thinks fit.
- 15.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of his appointment and to notify the Board of his determination.
- 15.6 The Expert Valuer shall act as expert and not as arbitrator and his determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 15.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company, subject to him agreeing to such confidentiality provisions as the Board may reasonably impose.
- 15.8 The Expert Valuer shall deliver his certificate to the Company. As soon as the Company receives the certificate, it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice that is deemed to have been served, the Seller may, by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 15.9 The cost of obtaining the certificate shall be paid by the Company, unless:
- 15.9.1 the Seller cancels the Company's authority to sell; or
 - 15.9.2 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 the Expert Valuer was instructed,
- in which case the Seller shall bear the cost.

16 **COMPULSORY TRANSFERS — GENERAL**

16.1 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.

16.2 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:

16.2.1 to effect a Permitted Transfer of those Shares (including, for this purpose, without limitation, an election to be registered in respect of the Permitted Transfer); or

16.2.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly on the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 16.2 is not 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 otherwise determine.

16.3 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 (other than as part of a bona fide restructuring or reorganisation), 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, the Directors determine.

16.4 If there is a change in control (as "**control**" is defined in section 1124 of the CTA 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 of, in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name and its 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 before being required to serve a Transfer Notice.

17 **DEPARTING FOUNDERS**

17.1 Unless the Board determines that this Article 17.1 shall not apply:

17.1.1 if a Founder ceases to be an Employee during the Relevant Period by reason of being a Bad Leaver, all of the Founder Shares relating to him shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Ordinary Share held) on the Effective Termination Date (rounded down to the nearest whole share); or

17.1.2 if a Founder ceases to be an Employee during the Relevant Period by reason of being a Good Leaver, the Leaver's Percentage of the Founder Shares relating to him shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Ordinary Share held) on the Effective Termination Date (rounded down to the

nearest whole share), save that, if he ceases to be an Employee within 12 months from his Commencement Date, all of those Founder Shares shall so convert.

- 17.2 Upon any such conversion into Deferred Shares pursuant to Article 17.1, the Company shall be entitled to enter the relevant Founder on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. On the Deferred Conversion Date, the relevant Founder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Unvested Shares so converting, and, on such delivery, there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares.
- 17.3 If there is a change in control (as control is defined in section 1124 of the CTA 2010) in the Company and within 12 months from the date of the change of control a Founder ceases to be an Employee by reason of being a Good Leaver, then the Founder Shares relating to that Founder shall immediately become Vested.

18 MANDATORY OFFER ON A CHANGE OF CONTROL

- 18.1 Except in the case of Permitted Transfers and transfers pursuant to Article 16, after going through the pre-emption procedure in Article 14, the provisions of Article 18.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 18.2 A Proposed Seller must, before making a Proposed Transfer, procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Shareholders to acquire all of the Company's Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 18.7).
- 18.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least ten Business Days (the "**Offer Period**") before the proposed sale date (the "**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**").
- 18.4 If any holder of Equity Shares is not given the rights accorded him by this Article 17, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 18.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional on the completion of the purchase of all the Shares held by Accepting Shareholders.

18.6 The Proposed Transfer is subject to the pre-emption provisions of Article 14, but the purchase of the Accepting Shareholders' shares is not subject to Article 14.

18.7 For the purpose of this Article:

18.7.1 "**Specified Price**" means, in respect of each Share, a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:

- a) in the Proposed Transfer; or
- b) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum (as defined in Article 18.7.2) of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser 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 Shares (the "**Supplemental Consideration**"), provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;

18.7.2 "**Relevant Sum**" = $C \div A$

where:

A = the number of Equity Shares being sold in connection with the relevant Proposed Transfer; and

C = the Supplemental Consideration.

19 **DRAG-ALONG**

19.1 If the holders of more than 50 per cent (50%) of the Equity Shares (excluding any Treasury Shares) (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag-Along Option**") to compel each other holder of Shares (each a "**Called Shareholder**" and, together, the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article 19.

19.2 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 forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag-Along Notice shall specify:

19.2.1 that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article 19;

19.2.2 the person to whom they are to be transferred;

19.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article);

19.2.4 the proposed date of transfer; and

19.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**");

(and, in the case of Articles 19.2.2 to 19.2.4 (inclusive) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag-Along Notice). No Drag-Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 19.

19.3 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 Drag Purchaser within 60 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.

19.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares is that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 5 and 6 (the "**Drag Consideration**").

19.5 In respect of a transaction that is the subject of a Drag Along Notice and with respect to any Drag Document, a Called Shareholder shall be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall be obliged to give warranties that:

19.5.1 such Called Shareholder has the requisite capacity to enter into each Drag Document;

19.5.2 if such Called Shareholder is not an individual the person or persons executing each Drag Document on behalf of such Called Shareholder has or have the due authority to do so and all necessary board, shareholder and other resolutions have been passed to enable the Called Shareholder to execute each Drag Document; and

19.5.3 such Called Shareholder is the sole legal and beneficial owner of the Shares held by such Called Shareholder.

but shall not be required to give any other warranties, indemnities, undertakings, covenants or obligations of any other kind whatsoever unless and to the extent that all Dragging Shareholders give the same warranties and/or indemnities and the liability in respect of such warranties and/or indemnities and contribution in respect of such escrow or holdback amounts is shared between all Shareholders pro rata to their entitlement to the proceeds of Sale pursuant to Article 19.4 and the overall liability of each Shareholder in respect of such

warranties and indemnities is capped at the value of the consideration received by such Shareholder. Any sale and purchase agreement which any Director is authorised to sign pursuant to Article 19.9 may contain warranties and/or indemnities from each Called Shareholder on the basis set out in this Article 19.

- 19.6 Within five Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Called Shareholder shall deliver:

19.6.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;

19.6.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and

19.6.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the “**Drag Documents**”).

- 19.7 On the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid, allotted or transferred such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. Following the Company's receipt of the Drag Consideration, but pending its payment or transfer to the Called Shareholder, the Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.

- 19.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 19 in respect of their Shares.

- 19.9 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 19 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid, allotted or transferred the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise the registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

- 19.10 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag-Along Notice has been duly served is not subject to the provisions of Article 14.

- 19.11 On any person, following the issue of a Drag-Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant 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. The New Shareholder shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser, and the provisions of this Article 19 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.

20 GENERAL MEETINGS

- 20.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 20.2 The provisions of section 318 of the Act apply to the Company, save that, if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 50 per cent in nominal value of the Shares (excluding Treasury Shares), any resolution agreed to by that Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 20.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that, if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the Chair.
- 20.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 20.5 Polls must be taken in such manner as the Chair directs. A poll demanded on the election of a Chair or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the Chair directs, being not more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 20.6 No notice need be given of a poll not held 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 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 20.7 If the poll is to be held more than 48 hours after it was demanded, the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the

time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

21 PROXIES

21.1 Paragraph (c) of article 45(1) of the Model Articles is deleted and replaced by the words "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".

21.2 The instrument appointing a proxy and any authority under which it is signed, or a certified copy of such authority, or a copy in some other way approved by the Directors, may:

21.2.1 be sent or supplied in hard copy form or (subject to any conditions and limitations which the Board may specify) in electronic form to the registered office of the Company or to such other address (including, without limitation, an electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

21.2.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the Chair or to the company secretary or to any Director; or

21.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the Chair or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chair or to the company secretary or to any Director or scrutineer;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

22 NUMBER AND APPOINTMENT OF DIRECTORS

22.1 Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors holding office at any one time shall not be less than one.

22.2 For so long as Lucinda Hall, together with her Permitted Transferees, holds not less than 5% of the Equity Shares in issue from time to time, she shall have the right to be appointed as a director.

22.3 The Investors, for so long as they hold in aggregate at least 1.5% of the Ordinary Shares in issue from time to time, acting by an Investor Majority, shall have the right to appoint and maintain in office such natural person as the Investors (acting by an Investor Majority) may nominate as a director of the Company and (acting by an Investor Majority) to remove any director so appointed and, upon his or her removal whether by the Investors or otherwise, to appoint another director in his or her place.

- 22.4 Appointment and removal of any Director appointed pursuant to this Article 22 shall be by written notice to the Company at its registered office or at any meeting of the Board.

23 INVESTOR CONSENTS

- 23.1 Save as expressly set out to the contrary in these Articles, the Company agrees with the Investors that from the Date of Adoption it shall not, for so long as the Investors and their Permitted Transferees hold in aggregate at least 1.5% of the Ordinary Shares in issue from time to time, take any of the following actions without Investor Director Consent (if an Investor Director is then in office):

23.1.1 amend the Articles;

23.1.2 vary any call rights attaching to any class of the Company's issued share capital or create any new class of Shares or securities;

23.1.3 acquire or dispose of the whole (or part) of the undertaking of any other person;

23.1.4 merge the Company (or any part of its business) with any other person, firm or entity;

23.1.5 allow the Company to cease to carry on its business;

23.1.6 take any step to wind up the Company, except where it is insolvent;

23.1.7 take any step to place the Company into administration, except where it is insolvent;

23.1.8 propose or enter into any arrangement scheme, moratorium, compromise or composition with its creditors (whether under Part I of the Insolvency Act 1986 or otherwise), except where it is insolvent;

23.1.9 apply for an interim order under Part I of the Insolvency Act 1986 or to invite the appointment of a receiver or administrative receiver over all or any part of the Company's assets or undertaking, except where it is insolvent;

23.1.10 create, allot, issue (other than any issue pursuant to any Share Option Plan) (or enter into any negotiations or reach any agreement (legally or otherwise) to create, allot or issue) any Shares or securities, or grant (other than pursuant to any Share Option Plan) any option, warrant or other right to subscribe or convert any securities into Shares, or require the allotment or issue of any such Shares or securities whether conditional or otherwise;

23.1.11 increase, repay, subdivide, consolidate, capitalise, redenominate or otherwise vary the share capital of the Company (other than pursuant to any Share Option Plan);

23.1.12 redeem, purchase or otherwise acquire any interest in any issued share capital of the Company other than from a former employee or in accordance with these Articles;

23.1.13 reduce the share capital of the Company, capitalise any reserves, apply any amount for the time being standing to the credit of the share premium account or capital

redemption reserve of the Company or reduce any uncalled liability in respect of partly paid Shares for any purpose other than as set out in or required by the Articles;

23.1.14 approve any merger, liquidation, dissolution, or acquisition of the Company;

23.1.15 enter into any negotiations, or reach agreement concerning a Listing which values the Company at less than £10,000,000;

23.1.16 enter into any negotiations, or reach agreement, for the Company to sell off any significant asset or a significant part of its business, assets or undertaking; or

23.1.17 incur any new indebtedness or borrowings in excess of £250,000 in aggregate.

24 DIRECTORS' BORROWING POWERS

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 or obligation of the Company or of any third party.

25 DISQUALIFICATION OF DIRECTORS

In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated.

26 PROCEEDINGS OF DIRECTORS

26.1 The quorum for Directors' meetings shall be two Directors (save that, where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, that 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).

26.2 In the event that a Directors' meeting is not quorate in accordance with Article 26.1 within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at the meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

26.3 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and, if on that basis there is a quorum, the meeting may be held despite the fact (if it is the case) that only one Director is physically present

26.4 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in

number is assembled. In the absence of a majority the location of the Chair shall be deemed to be the place of the meeting.

- 26.5 Notice of a Directors' meeting need not be given to Directors who, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held, waive their entitlement to notice of that meeting. Where such a notice is given after the meeting has been held, that does not affect the validity of the meeting or of any business conducted at it.
- 26.6 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant 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.
- 26.7 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 Chair shall not have a second or casting vote.
- 26.8 A decision of the Directors may take the form of a resolution in writing of which each Eligible Director has signed one or more copies or to which each Eligible Director has otherwise indicated agreement in writing (including, without limitation, confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

27 **DIRECTORS' INTERESTS**

Specific interests of a Director

- 27.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors (in accordance with the provisions of these Articles) 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:
- 27.1.1 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;
- 27.1.2 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;
- 27.1.3 where a Director (or a person connected with him) is a shareholder in the Company 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;

27.1.4 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;

27.1.5 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;

27.1.6 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;

27.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or

27.1.8 any other interest authorised by ordinary resolution.

Interests of which a Director is not aware

27.2 For the purposes of this Article 27, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

27.3 In any situation permitted by this Article 27, (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

27.4 Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

27.4.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including (without limitation);

a) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;

b) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or

- c) restricting the application of the provisions in Articles 27.1.4 and 27.6, so far as is permitted by law, in respect of such Interested Director; and

27.4.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time,

and an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 27.

Director's duty of confidentiality to a person other than the Company

27.5 Subject to Article 27.6 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 27), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

27.5.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or

27.5.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

27.6 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 27.5 applies only if the conflict arises out of a matter which falls within Article 27.1 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

27.7 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing that conflict of interest, including (without limitation) compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including (without limitation):

27.7.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and

27.7.2 excluding himself from documents or information made available to the Directors generally in relation to that situation or matter and/or arranging for those documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to those documents or information.

Requirement of a Director is to declare an interest

27.8 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 27.1 at a meeting of the Directors, by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

27.8.1 falling under Article 27.1.6;

27.8.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

27.8.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

27.9 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 27.

27.10 For the purposes of this Article 27:

27.10.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

27.10.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and

27.10.3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

28 NOTICES

28.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

28.1.1 in hard copy form;

28.1.2 in electronic form; or

28.1.3 (by the Company) by means of a website (other than notices calling a meeting of Directors);

or partly by one of these means and partly by another of these means. Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 28.

28.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

28.2.1 to the Company or any other company at its registered office;

28.2.2 to the address notified to or by the Company for that purpose;

28.2.3 in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to that member's address as shown in the Company's register of members;

28.2.4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors;

28.2.5 to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or

28.2.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in Articles 28.2 to 28.2.4 above, to the intended recipient's last address known to the Company.

28.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

28.3.1 if delivered, at the time of delivery;

28.3.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

28.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

28.4.1 if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;

28.4.2 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 28.2; or

28.4.3 be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:

a) on its website from time to time; or

b) by notice (in hard copy or electronic form) to all members of the Company from time to time.

- 28.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
- 28.5.1 if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - 28.5.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - 28.5.3 if delivered in an electronic form, at the time of delivery; or
 - 28.5.4 if sent by any other electronic means as referred to in Article 28.4.2, at the time such delivery is deemed to occur under the Act.
- 28.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.
- 28.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.
- 28.8 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**") Notice so given shall constitute notice to all the joint holders.
- 28.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

29 INDEMNITIES AND INSURANCE

- 29.1 Subject to the provisions of, and so far as may be permitted by, the Act:
- 29.1.1 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 or director of any associated company is indemnified by the Company against:
 - a) any liability incurred by the director to the Company or any associated company;

- b) 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
- c) any liability incurred by the director
 - i in defending any criminal proceedings in which he is convicted;
 - ii 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
 - iii 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 29.1.1, 29.1.1c)i, 29.1.1c)ii applying; and

29.1.2 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 that, 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 (without limitation) (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.

29.2 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 that, 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.

30 **SECRETARY**

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.

31 **LIEN**

31.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share (whether or not a fully paid share) for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable.

31.2 The Company's Lien over a Share:

31.2.1 shall take priority over any third party's interest in that Share; and

31.2.2 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.

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.

31.3 Subject to the provisions of this Article 31, if:

31.3.1 a notice complying with Article 31.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and

31.3.2 the person to whom the notice was given has failed to comply with it,

the Company shall be entitled to sell that Share in such manner as the Directors decide.

31.4 A Lien Enforcement Notice:

31.4.1 may only be given by the Company 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 which has passed;

31.4.2 must specify the Share concerned;

31.4.3 must require payment of the sum payable within 14 days of the notice;

31.4.4 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

31.4.5 must state the Company's intention to sell the Share if the notice is not complied with.

31.5 Where any Share is sold pursuant to this Article 31:

31.5.1 the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and

31.5.2 the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

31.6 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:

31.6.1 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;

31.6.2 secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation

or an indemnity for a lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing on the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

31.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

31.7.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

31.7.2 subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

32 **CALL NOTICES**

32.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.

32.2 A Call Notice:

32.2.1 may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);

32.2.2 shall state when and how any call to which it relates it is to be paid; and

32.2.3 may permit or require the call to be paid by instalments.

32.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.

32.4 Before the Company has received any call due under a Call Notice the Directors may:

32.4.1 revoke it wholly or in part; or

32.4.2 specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.

32.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.

32.6 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 to:

32.6.1 pay calls which are not the same; or

32.6.2 pay calls at different times.

32.7 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):

32.7.1 on allotment;

32.7.2 on the occurrence of a particular event; or

32.7.3 on a date fixed by or in accordance with the terms of issue.

32.8 If the due date for payment of such a sum as referred to in Article 32.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum and shall be liable to the same consequences as regards the payment of interest and forfeiture.

32.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):

32.9.1 the Directors may issue a notice of intended forfeiture to that person; and

32.9.2 until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).

32.10 For the purposes of Article 32.9:

32.10.1 the "**Call Payment Date**" shall be 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; and

32.10.2 the "**Relevant Rate**" shall be:

- 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, five per cent per year;

provided that the Relevant Rate shall not exceed by more than five 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.

- 32.11 The Directors may waive any obligation to pay interest on a call wholly or in part.
- 32.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

33 FORFEITURE OF SHARES

33.1 A notice of intended forfeiture:

33.1.1 may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;

33.1.2 shall 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;

33.1.3 shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;

33.1.4 shall state how the payment is to be made; and

33.1.5 shall 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.

33.2 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, then 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.

33.3 Subject to these Articles, the forfeiture of a Share extinguishes:

33.3.1 all interests in that Share, and all claims and demands against the Company in respect of it; and

33.3.2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

33.4 Any Share which is forfeited in accordance with these Articles:

33.4.1 shall be deemed to have been forfeited when the Directors decide that it is forfeited;

33.4.2 shall be deemed to be the property of the Company; and

33.4.3 may be sold, re-allotted or otherwise disposed of as the Directors think fit.

33.5 If a person's Shares have been forfeited then:

33.5.1 the Company shall send that person notice that forfeiture has occurred and record it in the register of members;

33.5.2 that person shall cease to be a Shareholder in respect of those Shares;

- 33.5.3 that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
- 33.5.4 that person shall remain 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
- 33.5.5 the Directors shall be entitled to 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.
- 33.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 33.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 33.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
- 33.8.1 shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- 33.8.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 33.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 33.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:
- 33.10.1 was, or would have become, payable; and
- 33.10.2 had not, when that Share was forfeited, been paid by that person in respect of that Share;
- but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

34 SURRENDER OF SHARES

- 34.1 A Shareholder shall be entitled to surrender any Share:
- 34.1.1 in respect of which the Directors issue a notice of intended forfeiture;

34.1.2 which the Directors forfeit; or

34.1.3 which has been forfeited;

The Directors shall be entitled to accept the surrender of any such Share.

34.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.

34.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

35 CAPITALISATION OF PROFITS

35.1 The Board may, if authorised to do so by an ordinary resolution:

35.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

35.1.2 appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Shareholders Entitled**").

35.2 Article 36 of the Model Articles does not apply to the Company.

35.3 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.

35.4 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

35.5 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.

35.6 Subject to the Articles the Board may:

35.6.1 apply Capitalised Sums in accordance with Articles 35.4 and 35.5 partly in one way and partly another;

35.6.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 35; and

35.6.3 authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 35.