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ESSENSYS BIDCO LIMITED

ARTICLES OF ASSOCIATION

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The Companies Act 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ESSENSYS BIDCO LIMITED

1 INTERPRETATION

1.1 No model articles or regulations for companies (whether contained in the Companies (Model Articles) Regulations 2008, the Companies (Tables A - F) Regulations 1985, or any other enactment) shall apply to the Company.

1.2 In the Articles, unless the context requires otherwise, the words and expressions set out below shall have the following meanings:

'Act' means the Companies Act 2006;

'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);

'alternate' or **'alternate director'** means the meaning given in Article 26;

'A Ordinary Shareholder' means a holder of A Ordinary Shares;

'A Ordinary Shares' means A ordinary shares of £0.001 each in the capital of the Company;

'appointor' has the meaning given in Article 26;

'Articles' means the Company's articles of association;

'Associate' in relation to any person means:

(a) any person 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) (whether or not an associate is so determined); and

(b) any Associated Undertaking;

'Associated Undertaking' means any Group Undertaking, any undertaking promoted by or advised by or managed by a Group Undertaking and any undertaking in which a Group Undertaking is otherwise interested;

'Auditors' means the auditors of the Company from time to time (or if none are appointed the accountants of the Company from time to time);

'B Ordinary Shareholder' means a holder of B Ordinary Shares;

'B Ordinary Shares' means the B ordinary shares of £0.001 each in the capital of the Company;

'bankruptcy' includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

'Bonus Issue' or **'Reorganisation'** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or subdivision or any variation in the conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 33.5 (other than Article 33.5(c));

'call' has the meaning given in Article 40, unless the context otherwise requires;

'call notice' has the meaning given in Article 40;

'Company' means essensys Bidco Limited (company number: 17034669);

'Company's lien' has the meaning given in Article 38;

'chairman' has the meaning given in Article 11;

'chairman of the meeting' has the meaning given in Article 70;

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

'Companies Acts' means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

'director' means a director of the Company, and includes any person occupying the position of director, by whatever name called;

'distribution recipient' has the meaning given in Article 61;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Act;

'Encumbrance' means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including 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 560(3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

'Family Group' means, as regards any individual (whether living or deceased) (a **'Principal'**):

- (a) such Principal;
- (b) the Privileged Relations of such Principal;
- (c) the trustee(s) of any Family Trust(s) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the Principal and/or their Privileged Relations; and
- (d) the Qualifying Companies of such Principal,

(and, in each case, with respect to the holding of interests in Shares, any nominee or custodian of such Principal) and the term **'member of the same Family Group'** shall be construed accordingly;

'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 such share or the

income from such share is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such 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;

'fully paid' in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

'Group Undertaking' means the Company and any subsidiary undertaking of the Company from time to time;

'hard copy form' has the meaning given in section 1168 of the Act;

'holder' means in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

'ICAEW' means the Institute of Chartered Accountants in England and Wales;

'instrument' means a document in hard copy form;

'Instrument of Transfer' means a stock transfer form or any other transfer document in either hard copy form or electronic form, in either case in any usual form or in any other form which the directors may approve;

'lien enforcement notice' has the meaning given in Article 39;

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

'Majority Shareholder' means the holder of A Ordinary Shares who holds the largest proportion of A Ordinary Shares in issue from time to time;

'Majority Shareholder Consent' means the prior written consent of the Majority Shareholder;

'Majority Shareholder Director' means a director appointed as such in accordance with Article 22.1;

'member' has the meaning given in section 112 of the Act;

'New Securities' means any shares in the capital of the Company or Relevant Securities granted or issued (or to be granted or issued) by the Company after the date of adoption of these Articles (other than those granted or issued as a result of the events set out in Article 33.5) and the term **'New Security'** shall be construed accordingly;

'ordinary resolution' has the meaning given in section 282 of the Act;

'paid' means paid or credited as paid;

'participate' means in relation to a directors' meeting, has the meaning given in Article 9;

'partly paid' means in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;

'Permitted Share Incentive Plan' means an option scheme or other share incentive plan granting options over shares equal to up to 15% of the issued shares in the Company (or such larger percentage as may be approved with unanimous consent of the holders of the A Ordinary Shares).

'Permitted Transfer' means a transfer of shares in accordance with Article 50;

'Permitted Transferee' means:

- (a) in relation to any member of a Family Group, any other member of that Family Group;
- (b) in relation to an undertaking (as defined in section 1161(1) of the Act) (other than a Qualifying Company) means any member of the same Group Undertaking;

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

'Proceeds Of Sale' means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those holders selling (or otherwise transferring) shares under a share sale less any fees, costs and expenses payable in respect of such share sale as approved by the Proposed Sellers;

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

'proxy notice' has the meaning given in Article 76;

'Qualifying Company' means, as regards any individual, a company the entire issued share capital of which is held (legally and beneficially) by such individual (together with their Privileged Relations and Family Trusts) and over which that individual exercises control (within the meaning of section 1124 of the Corporation Tax Act 2010);

'Relevant Security' means any security, option, warrant, agreement or instrument which confers any right to subscribe for any share(s) in the capital of the Company (and the term **'Relevant Securities'** shall be construed accordingly);

'Relevant Situation' means 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 (other than a situation that cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of interest arising in relation to a transaction or arrangement with the Company);

'Sanctioned Person' means, at any time, any person who:

- (a) is included on one or more of the lists of specifically designated parties under Sanctions, as published and maintained by the United States, the European Union or individual member states thereof, the United Kingdom or the United Nations;
- (b) is 50% or more owned or controlled (directly or indirectly, individually or in the aggregate) by one or more persons described in (a);
- (c) is located, organised under the laws of, or residing in a country or territory that is the subject of comprehensive Sanctions (which includes, without limitation, as of the date on which these Articles were adopted, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic in eastern Ukraine and the so-called Luhansk People's Republic in eastern Ukraine);
- (d) is otherwise the subject of Sanctions; or
- (e) is acting directly or indirectly on behalf or at the direction of any person described in (a) through (d).

'Sanctions' means trade, economic and financial sanctions laws, regulations, and orders enacted, administered, or enforced from time to time by:

- (a) the United States of America;
- (b) the European Union or individual member states thereof;
- (c) the United Kingdom; or
- (d) the United Nations.

'shares' means shares in the Company;

'special resolution' has the meaning given in section 283 of the Act;

'subsidiary' has the meaning given in section 1159 of the Act;

'transmittee' means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;

'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(s)' in relation to a holder of shares means the trustee or trustees of a Family Trust;

'writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company. References to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment from time to time in force and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment.

2 **LIABILITY OF MEMBERS**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

DIRECTORS AND SECRETARY

DIRECTORS' POWERS AND RESPONSIBILITIES

3 **DIRECTORS' GENERAL AUTHORITY**

- 3.1 Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 3.2 The Company may change its name:
- (a) by special resolution; or
 - (b) by decision of the directors.

4 **MEMBERS' RESERVE POWER**

- 4.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5 **DIRECTORS MAY DELEGATE**

- 5.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions,
- as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6 COMMITTEES

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in the form of a directors' written resolution.

7.2 If the Company only has one director for the time being, the general rule does not apply, and the director may (for as long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making. For the avoidance of doubt, if the Company only has one director, notwithstanding any other provision of the Articles, nothing in the Articles is deemed to require the Company to have more than one director.

8 CALLING A DIRECTORS' MEETING

8.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

8.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

8.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

8.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such 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.

9 PARTICIPATION IN DIRECTORS' MEETINGS

9.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

9.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

9.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. In the absence of a decision it shall

be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is.

10 QUORUM FOR DIRECTORS' MEETINGS

10.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

10.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors. Save where there is only one director in the office for the time being, the quorum must never be less than two, provided always that one of the directors is the Majority Shareholder Director or a director appointed by the Majority Shareholder under Article 22.2 (to the extent appointed). Where there is only one director in office for the time being, that director shall form a quorum.

11 CHAIRING OF DIRECTORS' MEETINGS

11.1 The directors may appoint a director to chair their meetings.

11.2 The person so appointed for the time being is known as the chairman.

11.3 The directors may terminate the chairman's appointment at any time.

11.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

12 VOTING AT DIRECTORS' MEETINGS: GENERAL RULES

12.1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors.

12.2 Subject to the Articles, on any matter to be decided by the directors at a duly convened and quorate meeting:

(a) the Majority Shareholder Director, shall have a number of votes equal to the aggregate number of votes exercisable by all other directors present and voting on that matter, plus one additional vote; and

(b) each director (other than the Majority Shareholder Director) participating in a directors' meeting has one vote.

13 CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting does not have a casting vote.

14 PROPOSING DIRECTORS' WRITTEN RESOLUTIONS

14.1 Any director may propose a directors' written resolution.

14.2 The company secretary, if any, must propose a directors' written resolution if a director so requests.

14.3 A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.

14.4 Notice of a proposed directors' written resolution must indicate:

(a) the proposed resolution; and

(b) the time by which it is proposed that the directors should adopt it.

14.5 Notice of a proposed directors' written resolution must be given in writing to each director.

14.6 Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

15 **ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS**

- 15.1 A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it or have otherwise indicated their agreement to it in writing, provided that those directors would have formed a quorum at such a meeting.
- 15.2 It is immaterial whether any director signs the resolution or indicates his agreement before or after the time by which the notice proposed that it should be adopted.
- 15.3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

16 **TRANSACTIONS WITH THE COMPANY**

- 16.1 Provided that he has declared to the other directors the nature and extent of any interest of his, a director notwithstanding his office may be a party to, or otherwise directly or indirectly interested in, any proposed or existing transaction or arrangement with the Company.
- 16.2 Provided that he has declared to the other directors the nature and extent of any interest of his, a director may participate in the decision-making process and count in the quorum and vote if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested.

17 **CONFLICTS OF INTEREST**

- 17.1 A director, notwithstanding his office or that such situation or interest may conflict with the interests of or his duties to the Company, may:
- (a) be from time to time a director or other officer of, or employed by, or otherwise interested in, any Associated Undertaking;
 - (b) may be a party to, or otherwise interested in, any contract, transaction or arrangement in which an Associated Undertaking is interested.
- 17.2 A director may make full disclosure of any information relating to the Company to another Group Undertaking (or anyone acting on behalf of any such Group Undertaking, including its advisers).
- 17.3 If a director obtains (other than through his position as a director of the Company) information that is confidential to an Associated Undertaking, or in respect of which he owes a duty of confidentiality to an Associated Undertaking, or the disclosure of which would amount to a breach of applicable law or regulation, he may choose not to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation.
- 17.4 A director who has an interest under Article 17.1 shall declare to the other directors the nature and extent of his interest as soon as practicable after such interest arises, except to the extent that Article 17.3 applies.
- 17.5 Without prejudice to the provisions of Article 17.1 to Article 17.3, for the purposes of section 175(5)(a) of the Act the directors may authorise a Relevant Situation in respect of any director and the continuing performance by the relevant director of his duties as a director of the Company on such terms as they may determine. For the avoidance of doubt, such terms may permit the interested director to continue to participate in the decision-making process and count in the quorum and vote if a proposed decision of the directors relates to the subject matter of the Relevant Situation. Authorisation of a Relevant Situation may be withdrawn, and the terms of authorisation may be varied or subsequently imposed, at any time.
- 17.6 Any decision of the directors for the purposes of providing, varying the terms of or withdrawing such authorisation shall not be effective unless:
- (a) the requirement as to the quorum is met without counting the interested director or any other interested director; and

- (b) the decision is made without the interested director or any other interested director voting or would have been passed if their votes had not been counted,

but otherwise shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors in accordance with the provisions of these Articles.

17.7 An interested director must act in accordance with any terms determined by the directors under Article 17.5.

17.8 Any authorisation of a Relevant Situation given by the directors under Article 17.5 may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential to a third party or in respect of which he owes a duty of confidentiality to a third party or the disclosure of which would amount to a breach of applicable law or regulation, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation.

17.9 Provided that a Relevant Situation has been duly authorised by the directors or the Company (or it is permitted under Article 17.1 and its nature and extent has been disclosed to the other directors in accordance with Article 19), a director may participate in the decision-making process and count in the quorum and vote if a proposed decision of the directors is concerned with such situation (subject to any restrictions imposed under the terms on which it was authorised).

17.10 References in these Articles to a conflict of interest include a conflict of interest and duty and a conflict of duties, and an interest includes both a direct and an indirect interest.

18 **DIRECTOR NOT LIABLE TO ACCOUNT**

A director shall not, by reason of his holding office as a director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from any situation or interest permitted under Article 16 or 17 or duly authorised by the directors or the Company, nor shall the receipt of such remuneration, profit or other benefit constitute a breach of the director's duty under section 176 of the Act or otherwise, and no contract, transaction or arrangement shall be liable to be avoided on the grounds of any director having any type of interest which is permitted under Article 16 or 17 or duly authorised by the directors or the Company.

19 **DECLARATIONS OF INTEREST**

A declaration of interest or other notification may be made by a director for the purposes of Articles 16 and 17 at a meeting of the directors or by notice in writing to the other directors. A director need not declare any interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest, or if he is not aware of the interest, or if, or to the extent that, the other directors are already aware of it (and for these purposes a director shall be treated as aware of anything of which he ought reasonably to be aware) or if, or to the extent that, it concerns terms of his service contract that have been or are to be considered (a) by a meeting of the directors or (b) by a committee of the directors appointed for the purpose under the Company's constitution.

20 **CHAIRMAN'S DECISION ON PARTICIPATION**

20.1 Subject to Article 20.2, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

20.2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

21 **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

22 METHODS OF APPOINTING DIRECTORS

- 22.1 The Majority Shareholder shall have the right at any time by notice in writing to the Company appoint themselves (or if the Majority Shareholder is not a natural person, a natural person who is a director or shareholder of the Majority Shareholder) as a director and the other holders of shares shall not vote their shares so as to remove that director from office.
- 22.2 In addition to its rights under Article 22.1, the Majority Shareholder shall have the right at any time by notice in writing to the Company to appoint up to an additional two directors and the other holders of shares shall not vote their shares so as to remove such director from office.
- 22.3 The A Ordinary Shareholders (other than a Majority Shareholder) shall have the right at any time by notice in writing to the Company collectively appoint up to two directors who must be A Ordinary Shareholders (or if they are not a natural person, a natural person who is a director or shareholder or employee of an A Ordinary Shareholder) and the other holders of shares shall not vote their shares so as to remove such director from office.
- 22.4 Any notice to the Company referred to in Articles 22.1 to 22.3 shall take effect when delivered to the Company's registered office or on such other date as may be specified in such notice.

23 TERMINATION OF DIRECTOR'S APPOINTMENT

- 23.1 A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
 - (f) that person is absent for more than six consecutive months without the permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

24 DIRECTORS' REMUNERATION

- 24.1 Directors may undertake any services for the Company that the directors decide.
- 24.2 Directors are entitled to such remuneration as the directors determine:
- (a) for their services to the Company as directors; and
 - (b) for any other service which they undertake for the Company.
- 24.3 Subject to the Articles, a director's remuneration may:
- (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

25 **DIRECTORS' EXPENSES**

- 25.1 The Company shall pay any reasonable expenses which the directors properly incur in connection with their attendance at:
- (a) meetings of directors or committees of directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

26 **APPOINTMENT AND REMOVAL OF ALTERNATES**

- 26.1 Any director (the '**appointor**') may appoint as an alternate any other director, or any other person approved by the directors, to:
- (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 26.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 26.3 The notice must:
- (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

27 **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 27.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor. Subject to Articles 27.4 and 27.5, an alternate director may act as alternate director to more than one director.
- 27.2 Unless the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors.
- 27.3 Each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees established by the directors of which his appointor is a member.
- 27.4 A person who is an alternate director but not a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating;
 - (b) may vote on a decision taken at a meeting; and
 - (c) may sign or indicate his agreement to a written resolution as alternate for his appointor,

provided that his appointor is eligible to (but does not) participate in the relevant quorum, vote or written resolution. No alternate may be counted as more than one director for such purposes.

27.5 A director who is also an alternate director shall not count as more than one director for the purposes of determining whether a quorum is participating but:

- (a) has an additional vote as alternate for each appointor on a decision taken at a meeting; and
- (b) may sign or indicate his agreement to a written resolution for himself and as alternate for each appointor and will count as more than one director for this purpose,

provided that his appointor is eligible to (but does not) participate in the relevant quorum, vote or written resolution. For the avoidance of doubt, if his appointor is not eligible to participate in the relevant quorum, vote or written resolution, this does not preclude the alternate from participating as alternate for another appointor who is eligible to (but does not) participate.

27.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

28 **TERMINATION OF ALTERNATE DIRECTORSHIP**

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

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

SECRETARY

29 **APPOINTMENT AND REMOVAL OF SECRETARY**

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.

SHARES AND DISTRIBUTIONS

SHARES

30 **POWERS TO ISSUE SHARES**

30.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue A Ordinary Shares, B Ordinary Shares and shares with the rights and restrictions set out in these Articles and any other shares with such rights or restrictions as may be determined by ordinary resolution or, subject to and in default of such determination, as the directors shall determine.

30.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

31 CLASSES OF SHARES AND VARIATION

- 31.1 The A Ordinary Shares and the B Ordinary Shares constitute separate classes of shares but will rank equally for all purposes unless otherwise stated in these Articles, except that only A Ordinary Shares carry voting rights.
- 31.2 No amendments shall be made to these Articles which would adversely affect the holders of the A Ordinary Shares and/or B Ordinary Shares (including the rights attaching to the A Ordinary Shares and/or the B Ordinary Shares) without the unanimous consent of the A Ordinary Shareholders.

32 PURCHASE OF SHARES

For the purposes of section 692(1ZA) of the Act, the Company is authorised to purchase its own shares (including any redeemable shares) out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, up to an aggregate purchase price in a financial year of the lower of: (a) £15,000; or (b) the nominal value of 5 per cent of its fully paid share capital as at the beginning of the financial year.

33 PRE-EMPTION RIGHTS

- 33.1 Section 561 of the Act shall not apply to the allotment by the Company of any Equity Security.
- 33.2 Unless agreed unanimously by the holders of the A Ordinary Shares, 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 each Shareholder (the '**Subscribers**') its pro rata share of the New Securities on the same terms and at the same price as those New Securities are being offered to other persons such that (x) the number of New Securities so offered to a Subscriber divided by the maximum number of New Securities so proposed to be allotted, is equal to (y) the number of shares held by such Subscriber divided by the total number of shares then in issue (together with any outstanding Relevant Securities then exercisable or convertible into shares) (as nearly as may be without involving fractions). The offer to each such person:
- (a) shall be in writing, be open for acceptance from the date of the offer to the date 10 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 material terms of such offer; and
 - (b) may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the number of New Securities which it is so entitled to be offered shall in their acceptance state the number of additional excess New Securities for which they wish to subscribe.
- 33.3 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 being offered to the Subscribers, such New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of shares held by such Subscribers which procedure shall be repeated until all of the New Securities being offered to the Subscribers have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by them).
- 33.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities being offered to the Subscribers, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities may be offered to any other person as the directors may determine at the same price and on the same terms as the offer to the Subscribers for a period of up to 60 Business Days.
- 33.5 The provisions of Articles 33.2 to 33.4 (inclusive) shall not apply to:
- (a) any shares issued under any Permitted Share Incentive Plan, options to subscribe for any shares under any Permitted Share Incentive Plan and any shares issued pursuant to the exercise of such options; and
 - (b) shares issued by the Company in consideration of the acquisition by the Company of any company or business; and
 - (c) shares issued or granted by the Company as a result of a Bonus Issue or Reorganisation.

33.6 Notwithstanding any provision of these Articles to the contrary, the Company shall not allot or issue any New Security to (or to any person which the Company reasonably believes will hold an interest in such New Securities for the direct or indirect benefit of) any person who is, or who the Company reasonably believes to be, a Sanctioned Person.

33.7 Notwithstanding any provision of these Articles to the contrary, save with Majority Shareholder Consent or as set out in the terms of the offer for New Securities, any New Securities to be issued to the holders of A Ordinary Shares, shall be A Ordinary Shares and any New Securities to be issued to the holders of B Ordinary Shares, shall be B Ordinary Shares (provided that if a Shareholder holds A Ordinary Shares and B Ordinary Shares, the class of shares to be issued shall be determined by the Majority Shareholder).

34 **PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES**

34.1 The Company may pay any person a commission in consideration for that person:

- (a) subscribing, or agreeing to subscribe, for shares; or
- (b) procuring, or agreeing to procure, subscriptions for shares.

34.2 Any such commission may be paid:

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

35 **COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

36 **SHARE CERTIFICATES**

36.1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.

36.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the amount paid up on them; and
- (d) any distinguishing numbers assigned to them.

36.3 No certificate may be issued in respect of shares of more than one class.

36.4 If more than one person holds a share, only one certificate may be issued in respect of it.

36.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts or in such other manner as the directors may approve.

37 **REPLACEMENT SHARE CERTIFICATES**

37.1 If a certificate issued in respect of a member's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that member is entitled to be issued with a replacement certificate in respect of the same shares.

37.2 A member exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of the Company's reasonable expenses as the directors decide.

38 **COMPANY'S LIEN OVER PARTLY PAID SHARES**

38.1 The Company has a lien (the '**Company's lien**') over every share which is partly paid for any part of:

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

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

38.2 The Company's lien over a share:

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

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

39 **ENFORCEMENT OF THE COMPANY'S LIEN**

39.1 Subject to the provisions of this Article, if:

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

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

39.2 A lien enforcement notice:

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

- 39.3 Where shares are sold under this Article:
- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 39.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
 - (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- 39.5 A statutory declaration by a director or the company secretary (if any) 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:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

40 **CALL NOTICES**

- 40.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a '**call notice**') to a member requiring the member to pay the Company a specified sum of money (a '**call**') which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- 40.2 A call notice:
- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - (b) must state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 40.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.
- 40.4 Before the Company has received any call due under a call notice the directors may:
- (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the notice,
- by a further notice in writing to the member in respect of whose shares the call is made.

41 **LIABILITY TO PAY CALLS**

- 41.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 41.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

41.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

- (a) to pay calls which are not the same; or
- (b) to pay calls at different times.

42 **WHEN CALL NOTICE NEED NOT BE ISSUED**

42.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of issue.

42.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

43 **FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES**

43.1 If a person is liable to pay a call and fails to do so by the call payment date:

- (a) the directors may issue a notice of intended forfeiture to that person; and
- (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

43.2 For the purposes of this Article:

- (a) the **'call payment date'** is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the **'call payment date'** is that later date;
- (b) the **'relevant rate'** is:
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - (ii) 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
 - (iii) if no rate is fixed in either of these ways, 5 per cent per annum.

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

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

44 **NOTICE OF INTENDED FORFEITURE**

44.1 A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;

- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- (d) must state how the payment is to be made; and
- (e) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

45 **DIRECTORS' POWER TO FORFEIT SHARES**

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

46 **EFFECT OF FORFEITURE**

46.1 Subject to the Articles, the forfeiture of a share extinguishes:

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

46.2 Any share which is forfeited in accordance with the Articles:

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

46.3 If a person's shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a member in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
- (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

46.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

47 **PROCEDURE FOLLOWING FORFEITURE**

47.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

47.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:

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

47.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.

47.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

- (a) was, or would have become, payable; and
- (b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

48 **SURRENDER OF SHARES**

48.1 A member may surrender any share:

- (a) in respect of which the directors may issue a notice of intended forfeiture;
- (b) which the directors may forfeit; or
- (c) which has been forfeited.

48.2 The directors may accept the surrender of any such share.

48.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

48.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

49 **SHARE TRANSFERS**

49.1 No share may be transferred unless the transfer is made in accordance with these Articles. If a holder of any shares transfers or purports to transfer a share otherwise than in accordance with these Articles, such transfer shall be null and void and either (i) if so required by the directors, such share will be returned to the transferor with or without conditions or (ii) the directors may resolve that the transferor shall be deemed on such date as the directors shall determine to have served a Transfer Notice in respect of all shares held by them.

49.2 Any transfer of a share by way of sale which is required to be made under Articles 49 to 54 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee free from all Encumbrances.

49.3 The directors may refuse to register a transfer if:

- (a) it is a transfer of a share to a bankrupt, a minor or a person of unsound mind;
- (b) the transfer is to director or employee of a Group Undertaking, who in the opinion of the directors is subject to taxation in the United Kingdom (and/or, if so determined by the directors, any other jurisdiction), and such person has not, unless otherwise expressly approved by the directors, entered into a joint section 431 ITEPA election with the Company or any member of the same Group Undertaking as the Company (as applicable) (and/or, if so determined by the directors in respect of any other jurisdiction, any comparable foreign tax election concerning the foreign tax treatment of such shares);
- (c) it is a transfer of a share which is not fully paid:

- (i) to a person of whom the directors do not approve; or
 - (ii) on which share the Company has a lien;
- (d) the Instrument of Transfer is not accompanied by the certificate for the shares to which it relates (or an indemnity for any lost certificate in a form acceptable to the directors) 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 per Instrument of Transfer (or the directors are otherwise unable to ascertain from the Instrument of Transfer, which shares are transferred if those shares held by the transferor are not fungible);
- (f) the transfer is in favour of more than four transferees;
- (g) the transfer is to any person who is, or who the Company reasonably believes to be, or who the Company reasonably believes will hold an interest in shares for the direct or indirect benefit of, a Sanctioned Person; or
- (h) these Articles otherwise provide that such 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.

49.4 The directors shall refuse to register the transfer of any share:

- (a) which is 'subject to restrictions' (within the meaning given in paragraph 5 of Schedule 1B to the Act), unless permitted to so register by the court, or
- (b) if the Company or directors are otherwise prevented by law from registering the transfer.

49.5 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 the any shareholders' agreement in respect of the Company or similar document in force between some or all of the holders of the shares of the Company and the Company in any form as 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 49.5 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

49.6 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 Company may, if so determined by the directors, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any Instrument of Transfer lodged for registration or any other person who the directors reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares 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 such shares in the capital of the Company in writing of that fact and the following shall occur:

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

- (c) 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. In the event that such holder fails to so transfer such shares as so required within 5 Business Days of receipt of such notice, such holder shall be deemed to have appointed the Company as the agent of such holder for the sale of such shares, who may authorise any director to sign any document necessary for such transfer.

The rights referred to in (a) and (b) above may be reinstated by the directors and shall in any event be reinstated upon the completion of any transfer referred to in (c) above.

49.7 In any case where the directors require a Transfer Notice to be given in respect of any shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

49.8 If the directors require a Transfer Notice to be given, or a Transfer Notice 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:

- (a) the Transfer Price for the Sale Shares will be:
 - (i) such price as may be agreed by the Seller and the Company (and any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) shall abstain from voting on any resolution of the directors approving any such price); or
 - (ii) if the Seller and the Company fail to so agree the price within 5 Business Days (or such longer period as the directors may approve) of the Transfer Notice having been given (or after the date on which the directors become aware that a Transfer Notice has been deemed to have been given), will be the Fair Value of the Sale Shares;
- (b) the Seller wishes to transfer all of the shares held by it;
- (c) where these Articles specify that some but not all of the shares held by the Seller are to be the subject of a Transfer Notice but do not specify which particular shares are the subject of the Transfer Notice and the shares held by the transferor are not fungible, then the directors shall in good faith determine which shares are the subject of the Transfer Notice; and
- (d) the Seller offers such shares for sale with full title guarantee free from all Encumbrances.

49.9 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:

- (a) the transferor; and
- (b) (if any of the shares is partly paid) the transferee.

49.10 No fee may be charged for registering any Instrument of Transfer or other document relating to or affecting the title to any share.

49.11 The Company may retain any Instrument of Transfer which is registered.

49.12 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

49.13 The directors may in their absolute discretion refuse to register the transfer of a share to any person, whether or not it is fully paid or a share over which the Company has a lien, and if they do so, notice of refusal must be given to the transferee and the instrument of transfer must be returned to the transferee (unless they suspect that the proposed transfer may be fraudulent) together with the reasons for their refusal, as soon as practicable and in any event within two months after the date on which the transfer is lodged with the Company.

50 PERMITTED TRANSFERS

50.1 Subject to Articles 50.4 and 50.5, a holder of shares (who has not, unless otherwise approved by the directors, previously received by way of Permitted Transfer the shares it now proposes to transfer)

(the '**Original Shareholder**') may transfer all or any of their shares (or an interest in shares) to any of their Permitted Transferees without serving a Transfer Notice pursuant to Article 51.

- 50.2 Subject to Articles 50.4 and 50.5, shares previously transferred as permitted by Article 50.1 may be transferred by the transferee to the Original Shareholder or to any other Permitted Transferee of the Original Shareholder free from pre-emption and without restriction as to price or otherwise.
- 50.3 Where under the provision of a deceased holder'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 holder, the legal representative of the deceased holder may transfer any share to those Permitted Transferees, in each case without serving a Transfer Notice pursuant to Article 51.
- 50.4 No transfer of Shares may be made to Trustees pursuant to Article 50.1 or Article 50.2 unless the directors are satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees and beneficiaries;
 - (c) 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
 - (d) 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.
- 50.5 No transfer of shares may be made to a Qualifying Company pursuant to Article 50.1 or Article 50.2 unless the directors are satisfied:
- (a) with the identity of the Qualifying Company and of its legal and beneficial owners and persons with significant control; and
 - (b) the proposed transfer will not result in the Company and such Qualifying Company becoming members of the same Group Undertaking.
- 50.6 If a transferee of shares under Article 50.1 or Article 50.2 who:
- (a) was a member of the same Group Undertaking as the Original Shareholder at the time of such transfer thereafter ceases (other than on dissolution of the Original Shareholder) to be a member of the same Group Undertaking as the Original Shareholder; or
 - (b) was a member of the same Family Group as the Original Shareholder at the time of such transfer thereafter ceases (other than upon the death of the Original Shareholder) to be a member of the same Family Group as the Original Shareholder (whether by reason of divorce or otherwise),

such transferee (a '**Prior Permitted Transferee**') must not later than five Business Days thereafter give written notice to the Company stating that they are no longer a Permitted Transferee of the Original Shareholder. If so required by written notice served by the Company on the Prior Permitted Transferee at any time prior to the date 20 Business Days after the date on which such notice was so served on the Company, such Prior Permitted Transferee shall transfer all shares held by it (other than those shares which the Company may determine (in its sole discretion) to have been independently acquired by the Prior Permitted Transferee other than by reason of any connection to, or prior transfer or exercise of rights or securities by, the Original Shareholder) (the '**Re-transfer Shares**') to the Original Shareholder (or a Permitted Transferee of the Original Shareholder) (provided such transferee is not dead, bankrupt, in liquidation, in administration nor the subject of (nor are any of the transferee's material assets the subject of) administrative receivership), which transfer shall be made without requiring that a Transfer Notice be served pursuant to Article 51. In the event that the Prior Permitted Transferee fails to so transfer all such Re-transfer Shares within 10 Business Days (or such longer period as the directors may determine (in its sole discretion)) (a '**Re-transfer Period**') of being first so required in writing to do so by the Company, the Prior Permitted Transferee will on the expiry of such Re-transfer Period be deemed to have given a Transfer Notice in respect of all Re-transfer Shares held by it.

- 50.7 A transfer of any shares approved by the directors (with the unanimous consent of the holders of the A Ordinary Shares) may be designated a Permitted Transfer and made free from pre-emption and

without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the directors.

50.8 The Company shall only be permitted to sell or transfer any shares held as Treasury Shares to any person(s) approved by the directors.

51 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

51.1 Save where the provisions of any of Articles 50, 53 and 54 apply, any transfer of shares by a holder shall be subject to: (i) the prior approval of the directors; and (ii) the pre-emption rights contained in this Article 51.

51.2 A holder of shares who wishes to transfer shares (a **'Seller'**) shall, except as otherwise permitted by these Articles, before transferring or agreeing to transfer any shares give notice in writing (a **'Transfer Notice'**) to the Company specifying:

- (a) the shares (including number and class of shares and other particulars if the shares held by the transferor are not fungible) which they wish to transfer (the **'Sale Shares'**);
- (b) if they wish to sell the Sale Shares to a third party, the name of the proposed transferee and the terms and conditions of the proposed sale;
- (c) subject to Article 49.8, the price per share at which they wish to transfer the Sale Shares (and for which purpose a different price may be stated with respect to different classes of share); and
- (d) that the Sale Shares are offered for sale with full title guarantee free from all Encumbrances.

51.3 The price at which a Sale Share is to be offered for sale (the **'Transfer Price'**) shall, subject to Article 49.8, be the price at which the Seller wishes to transfer the Sale Shares as stated in the Transfer Notice provided that (i) if no price is so stated by the Seller, the Transfer Price shall be an amount agreed between the Seller and the directors, (ii) if the price is not stated in cash, the Transfer Price shall be an equivalent cash value agreed between the Seller and the directors and (iii) if the Transfer Price is not determined in accordance with the foregoing provisions of this Article within 5 Business Days (or such longer period as the directors may approve) of the Transfer Notice having been given (or deemed given) in respect of such Sale Shares, the Transfer Price will be the Fair Value of the Sale Shares (as shall be determined in accordance with Article 52). For the avoidance of doubt, a different Transfer Price may apply in respect of shares which are not fungible, including, if the shares are of different classes.

51.4 Except with the approval of the directors or as otherwise specified in these Articles (including Article 52.9), no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

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

51.6 Where a Transfer Notice has been given (or deemed given) to the Company, as soon as practicable following the determination of the Transfer Price the Company (as agent of the Seller) shall offer the Sale Shares for sale in accordance with Article 51.7.

51.7 Transfers: Offer

- (a) If Sale Shares are to be offered to the holders of shares, the Company (as agent of the Seller) shall offer the Sale Shares to such holders of shares (excluding the Seller, and, if and to the extent so determined by the directors (i) any other holder whose shares are then the subject of any Transfer Notice (an **'Other Seller'**); and (ii) any Permitted Transferees of the Seller and/or any Other Seller) (the **'Continuing Shareholders'**) inviting them to apply in writing within the period of 10 Business Days commencing on (and including) the date of the offer (the **'Offer Period'**) for the relevant number of Sale Shares.
- (b) An offer of Sale Shares made by the Company (as agent of the Seller) to Continuing Shareholders under this Article 51.7 shall be in writing and:
 - (i) shall stipulate:

- (A) the total number and class of Sale Shares so offered to all Continuing Shareholders (together with the amount of any accrued unpaid dividend thereon;
 - (B) the number of Sale Shares offered to the Continuing Shareholder (an '**Initial Sale Share Entitlement**'), calculated on a pro rata basis to the number of shares held by the Continuing Shareholders in each case at the time the offer is made;
 - (C) the terms of the offer and the Offer Period;
- (ii) shall be open for acceptance during the Offer Period; and
 - (iii) shall stipulate that any Continuing Shareholder who wishes to acquire Sale Shares in excess of their Initial Sale Share Entitlement may, in their acceptance of the offer, state the maximum number of additional Sale Shares in excess of their Initial Sale Share Entitlement which the Continuing Shareholder wishes to purchase ('**Excess Sale Shares**') (provided that the number of Excess Sale Shares together with their Initial Sale Share Entitlement which a Continuing Shareholder wishes to acquire shall not, in aggregate, exceed the total number of Sale Shares so offered to all Continuing Shareholders).
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the total number of Sale Shares so offered to Continuing Shareholders, the Sale Shares so offered to Continuing Shareholders shall be allocated to the Continuing Shareholders who have applied for Sale Shares as follows:
 - (i) first, each such Continuing Shareholder shall be allocated their Initial Sale Share Entitlement (or, if lower, the number of Sale Shares applied for by the Continuing Shareholder); and
 - (ii) thereafter, the remaining balance of the Sale Shares so offered to Continuing Shareholders shall be allocated as between those Continuing Shareholders who have applied for Excess Sale Shares on a pro rata basis to the number of shares held by each such Continuing Shareholder (provided always that no Continuing Shareholder shall be allocated a number of Sale Shares in excess of the aggregate number which they have applied for). No Continuing Shareholder shall be allocated any fraction of any Sale Share and all fractional entitlements shall be aggregated and may be allocated in such manner as the directors may determine.
 - (d) If, at the end of the Offer Period, the number of Sale Shares applied for by all Continuing Shareholders is less than the total number of Sale Shares so offered to Continuing Shareholders, each Continuing Shareholder shall be allocated the number of Sale Shares which they applied for and the remaining balance of the Sale Shares may, if so permitted, be transferred in accordance with Article 51.9.

51.8 Completion of transfer of Sale Shares

- (a) Promptly following the allocation of Sale Shares to Continuing Shareholders in accordance with Article 51.7, the Company shall give written notice (an '**Allocation Notice**') to the Seller and each Continuing Shareholder stating the number of Sale Shares allocated to each Continuing Shareholder who applied therefor (each an '**Applicant**') and the place and time (being not less than 5 Business Days nor more than 15 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares (the '**Transfer Date**').
- (b) On the Transfer Date:
 - (i) the Seller shall:
 - (A) transfer, with full title guarantee free from all Encumbrances, to each Applicant the Sale Shares allocated to that Applicant as set out in the Allocation Notice; and
 - (B) duly complete, execute and deliver to each Applicant (which may be delivered to, and received by, the Company on behalf of such Applicant) such Instrument of Transfer(s) and other documents as necessary to give effect to such transfer of the relevant Sale Shares to such Applicant, together with the Seller's certificate(s)

for such Sale Shares (or an indemnity for any lost certificate in a form acceptable to the directors); and

- (ii) each Applicant shall pay to the Seller (which payment may be paid in accordance with Article 51.8(d)) the Transfer Price payable in respect of the Sale Shares allocated to that Applicant as set out in the Allocation Notice.
- (c) If the Seller fails to comply with the provisions of Article 51.8(b):
 - (i) the chairperson of the Company or, failing them, one of the directors, or some other person nominated by a resolution of the directors, may as agent for and on behalf of, and in the name of, the Seller complete, execute and deliver to each Applicant (which may be delivered to, and received by, the Company on behalf of such Applicant) any Instrument of Transfer and other documents as are necessary to give effect to such transfer of the relevant Sale Shares to each such Applicant, together with the Seller's certificate(s) for such Sale Shares (or an indemnity for any lost certificate in a form acceptable to the directors);
 - (ii) the Company may receive, and give good discharge, as agent of the Seller, the Transfer Price payable in respect of the Sale Shares so transferable to the Applicants; and
 - (iii) the Company shall (subject to the Instrument of Transfer being duly stamped (or, if applicable, duly certified as exempt from the payment of stamp duty)) register such transfer and enter each Applicant in the register of members of the Company as the holders of the Sale Shares so transferred.
- (d) The Transfer Price payable to the Seller in accordance with Article 51.8(b) by an Applicant may be paid to, and received by, the Company (which may give good discharge therefor as agent on behalf of the Seller). Subject to completion of the transfer of relevant Sale Shares to such Applicant, any such monies so held by the Company shall be then paid into a separate bank account in the Company's name on trust (or otherwise held on trust) for the Seller pending the Seller's compliance with their obligations under Article 51.8(b). Upon the Seller's compliance with their obligations under Article 51.8(b) (and, where applicable, affirmation by the Seller of the actions taken by the agent(s) of the Seller under these Articles) such monies shall be remitted by the Company to the Seller in accordance with the Seller's reasonable instructions.

51.9 Unallocated Sale Shares

- (a) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 51.9(b), 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 (subject always to Articles 49.3, 49.5 and 49.9).
- (b) The right of the Seller to transfer shares under Article 51.9(a) does not apply if the directors are of the opinion on reasonable grounds that such transfer would not promote the success of the Company for the benefit of members as a whole, including without limitation where the directors are of the opinion on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) who the directors determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Group Undertaking;
 - (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee;
 - (iii) the Seller has failed or refused to provide promptly information available to them and reasonably requested by the directors for the purpose of enabling it to form the opinion mentioned above;
 - (iv) the transferee is (or is a person which the Company reasonably believes will hold an interest in shares for the direct or indirect benefit of) any person who is, or who the Company reasonably believes to be, a Sanctioned Person; or

- (v) the Sale Shares were the subject of a Transfer Notice required or deemed to have been given pursuant to any provision of these Articles (including any of Articles 49.1, 49.7 or 50.6).

51.10 Notwithstanding any provision of these Articles to the contrary, save with Majority Shareholder Consent, upon the transfer of any Sale Shares to a shareholder, if the Applicant holds any A Ordinary Shares, the Sale Shares (regardless of the class of shares) shall (if the Sale Shares are not A Ordinary Shares) be converted to A Ordinary Shares and if the Applicant holds only B Ordinary Shares, such Sale Shares (regardless of the class of shares) shall (if the Sale Shares are not B Ordinary Shares) be converted into B Ordinary Shares. Each shareholder consents to any share conversion in accordance with this Article 51.10.

52 VALUATION OF SHARES

52.1 If no Transfer Price can be agreed or determined in accordance with the provisions of Articles 49.8 or 51.3 then (unless the Fair Value is otherwise determined by agreement in writing between the Seller and the Company) the Company shall either:

- (a) appoint an expert valuer in accordance with Article 52.2 (the '**Expert Valuer**') to certify the Fair Value of the Sale Shares; or
- (b) if the Fair Value of shares of the same class, specify that the Fair Value per share of the Sale Shares will be the same as the Fair Value per share as was so previously certified by the Expert Valuer.

52.2 The Expert Valuer shall be the Auditors (or, if otherwise agreed by the Company and the Seller, an independent firm of chartered accountants to be agreed between the Company and the Seller), provided that if no Auditors then hold office (or the Auditors do not agree to act as Expert Valuer) and absent any such agreement between the Company and the Seller, then the Expert Valuer shall be such firm of chartered accountants as may be nominated by the then President of the ICAEW on the joint application of the Company and the Seller. If the Seller fails to enter into the documentation necessary to make such application (within 10 Business Days of a request by the Company to do so), the Company's proposed appointee shall be the Expert Valuer.

52.3 The 'Fair Value' per share of the Sale Shares shall (unless otherwise determined by agreement in writing between the Seller and the directors) be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares without any premium or discount being attributable to the existence (or absence) of any power or control conferred by the Sale Shares by reason of voting or other rights attaching to the Sale Shares; and
- (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.

52.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty (as may include disregarding or modifying any such assumptions or bases) in whatever manner the Expert Valuer shall in its absolute discretion think fit.

52.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Company and the Seller of its determination. For the avoidance of doubt, different Fair Values may apply in respect of Sale Shares of different classes.

52.6 The Expert Valuer shall act as expert and not as arbitrator and its determination shall be final and binding (in the absence of fraud or manifest error).

- 52.7 The Company will give the Expert Valuer access to such accounting records or other relevant documents of the Company as the Expert Valuer may reasonably require subject to the Expert Valuer agreeing to such confidentiality provisions as the Company may reasonably require.
- 52.8 The Expert Valuer shall deliver to the Company and the Seller its certificate stating the Fair Value per share of each Sale Share.
- 52.9 Save where the Transfer Price is to be determined pursuant to Article 49.8, the Seller may by notice in writing to the Company within 5 Business Days of the service on them of the Expert Valuer's certificate pursuant to Article 52.8, withdraw the Transfer Notice in respect of the Sale Shares.
- 52.10 The fees and expenses (and sales taxes, if applicable) of the Expert Valuer charged in connection with the determination of Fair Value, and the delivery of the Expert Valuer's certificate, in respect of any Sale Shares shall be paid by the Company provided that if:
- (a) the Seller withdraws the Transfer Notice in respect of such Sale Shares pursuant to Article 52.9 (or otherwise with the consent of the directors); or
 - (b) the Fair Value certified by the Expert Valuer in respect of such Sale Shares is less than the price (if any) proposed by the Company to the Seller in any communication made (in writing) for the purpose of seeking to reach agreement as to the Transfer Price of such Sale Shares under Articles 49.8 or 51.3 or otherwise,

then the Seller shall reimburse and pay to the Company on demand the amount of such fees and expenses (and sales taxes, if applicable) (and the Company shall be entitled to deduct, and retain for its own account, the amount thereof from any Transfer Price in respect of the Sale Shares which is paid to, or held by, the Company as agent for, or on trust for, the Seller).

53 **DRAG-ALONG**

- 53.1 If the holders of at least 75% of the shares (excluding Treasury Shares and any shares held by a holder of shares who is, or is an Associate of, a Drag Purchaser, as defined below) (the '**Selling Shareholders**') agree to transfer all their interest in shares (the '**Sellers' Shares**') to a proposed purchaser (the '**Drag Purchaser**') (or, if so directed by the Drag Purchaser, a nominee of such Drag Purchaser), the Selling Shareholders shall have the option (the '**Drag Along Option**') to compel each other holder of shares (each a '**Called Shareholder**') to sell and transfer all their shares to such Drag Purchaser (or, if so directed by the Drag Purchaser, a nominee of such Drag Purchaser) in accordance with the provisions of this Article 53 (such transfers of shares by the Selling Shareholders and the Called Shareholders being the '**Dragged Share Sale**').
- 53.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a '**Drag Along Notice**') to the Company at any time before the transfer of the Sellers' Shares to the Drag Purchaser and the Company shall forthwith send a copy of the Drag Along Notice to the Called Shareholders. A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their shares (the '**Called Shares**') under this Article;
 - (b) the person to whom they are to be transferred;
 - (c) the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (calculated in accordance with Article 53.4);
 - (d) the proposed date of transfer;
 - (e) 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 Dragged Share Sale (the '**Sale Agreement**'); and
 - (f) in respect of any Called Securities Holder (as defined below) only, any exercise notice or other documents (including any tax elections) which the Called Securities Holder may be required to sign in connection with the exercise of any options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) shares ('**Exercise Documents**'); and

- (g) that information concerning the Called Shareholder which the Drag Purchaser reasonably requires in connection with the transfer of Called Shares (and may include information concerning (i) details of any account in the name of the Called Shareholder to which cash consideration may be paid (ii) the tax treatment of payments to be made to, or tax status of, the Called Shareholder (iii) the status of the Called Shareholder for the purposes of ascertaining the applicability of relevant securities laws and (iv) verification of the identity, ownership and control of the Called Shareholder and other information as may be required for anti-money laundering or other compliance purposes) (**'Sale Information'**),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice).

53.3 Drag Along Notices shall be irrevocable but will lapse if the date for completion of the sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser does not occur within 60 Business Days (or such longer time period as may be proposed by the Selling Shareholders and approved by the directors) 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.

53.4 The consideration (in cash or otherwise) for which each Selling Shareholder and each Called Shareholder shall transfer shares pursuant to the Dragged Share Sale shall be the consideration per share offered by the Drag Purchaser (the **'Drag Consideration'**).

53.5 A Drag Along Notice may be served on any person(s) (each a **'Called Securities Holder'**) holding Relevant Securities, if and to the extent exercisable (or which would become exercisable) in connection with the Dragged Share Sale and, if so served such Called Securities Holder shall, upon their acquisition of shares, thereupon become a Called Shareholder subject mutatis mutandis to the provisions of this Article 53 (notwithstanding that they may not have been a Called Shareholder at the date of the Drag Along Notice).

53.6 The liabilities and obligations of a Called Shareholder under the terms of any Sale Agreement shall be limited to those matters as concern the Called Shareholder in their capacity as a holder of Called Shares, the transfer of Called Shares pursuant to the Dragged Share Sale and the payment of the consideration. Accordingly, the terms of the Sale Agreement may, inter alia, provide that:

(a) a Called Shareholder warrants and undertakes to transfer their Called Shares to the Drag Purchaser (or, if so directed by the Drag Purchaser, a nominee of such Drag Purchaser) on the Drag Completion Date with full title guarantee free from all Encumbrances and that the Called Shareholder has power, capacity and authority to enter into the Sale Agreement and so transfer such Called Shares. A Called Shareholder shall not, however, be obliged to agree to give any representation, warranty or undertaking concerning, or any indemnity in respect of any liability of, the business and affairs of any member of the same Group Undertaking as the Company;

(b) consideration paid (and/or payable) be subject to obligation(s) and arrangements (whether by means of escrow, holdback, reduction of consideration, contribution to the costs of any relevant insurance or contribution to transaction costs and expenses (including costs and expenses of any sellers' representative and/or Shareholders' Representative (as defined below)) (**'Contribution Obligations'**) with respect to:

(i) liabilities of (and tax withholdings and deductions (including, if applicable, amounts to be withheld in respect of employee income tax and social security contributions) arising in respect of consideration payable to) the Called Shareholder (**'Several Liabilities'**); and

(ii) any:

(A) price adjustment mechanisms (including any earn-out, locked box or completion accounts adjustment); and/or

(B) liabilities (actual or potential, including any settlement) in respect of any representations, warranties, undertakings and/or indemnities given by any person(s),

in connection with the Dragged Share Sale (any or all of the foregoing being **'Common Liabilities'**), provided that the Sale Agreement provides for the following principles (howsoever expressed or effected):

- (x) the Contribution Obligations of a Called Shareholder with respect to Common Liabilities shall be satisfied only by way of reduction to the amount of any unpaid consideration (and not, for the avoidance of doubt, any repayment of consideration previously paid out). For the purpose of this provision, consideration held in escrow (or subject to any security interest of the Drag Purchaser or its nominee) shall not be treated as having been paid to the Called Shareholder even if the Called Shareholder is beneficially interested in such consideration; and
- (y) Contribution Obligations of a Called Shareholder in respect of Common Liabilities shall be no more onerous than the terms of the Contribution Obligations of other Selling Shareholders in respect of Common Liabilities; and
- (z) the liability of a Called Shareholder shall not exceed the amount of Drag Consideration received by such Called Shareholder in connection with the Dragged Share Sale, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder.

53.7 The Sale Agreement may include such provisions as may be necessary or desirable to accommodate the inclusion of Called Securities Holders (if any) in the Dragged Share Sale (and may include provisions with respect to (i) the exercise of options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) shares (including the delivery of Exercise Documents), (ii) the satisfaction by the Called Securities Holder of their Several Liabilities in respect of the payment of any exercise price and any employee income tax and social security contributions arising in connection with their acquisition and/or sale of shares and (iii) the making of tax elections by the Called Securities Holder).

53.8 Within three 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), each Called Shareholder shall deliver to the Company (which shall receive the same as agent on behalf of the Called Shareholder with authority to deliver the same to the Drag Purchaser on completion of the sale of Called Shares to the Drag Purchaser in accordance with the terms of the Sale Agreement (the '**Drag Completion Date**')):

- (a) duly executed Instrument of Transfer for its shares in favour of the Drag Purchaser;
- (b) the relevant share certificate(s) (or a duly executed indemnity in favour of the directors of the Company in respect of any lost, destroyed or missing certificate, in a form acceptable to the directors) in respect of its shares;
- (c) a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company;
- (d) in the case of a Called Securities Holder, duly executed Exercise Documents required to be provided by them; and
- (e) the Sale Information, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the '**Drag Documents**').

53.9 The Company (or its nominee) may receive, and give good receipt for, any consideration payable to any Called Shareholder in respect of the transfer of their Called Shares, which consideration shall be held by the Company (or its nominee) on trust for the benefit of such Called Shareholder. The Company shall be entitled to be paid from such consideration any amount otherwise due and payable by the Called Shareholder to any member of the same Group Undertaking as the Company (including any payments due in connection with the exercise of any option to acquire shares). The payment of the remaining balance of such consideration due to the relevant Called Shareholder may, in the sole discretion of the directors, be withheld pending the delivery of any Drag Document(s) and the ratification by the Called Shareholder of the transfer of their Called Shares and/or any act undertaken on behalf of (or deemed to be undertaken by) such Called Shareholder in accordance with this Article 53.9.

- 53.10 If a Called Shareholder fails to deliver the Drag Documents for their shares to the Company by the Drag Completion Date, the Company (acting by any director of the Company) shall be constituted the agent of such defaulting Called Shareholder with power and authority to take such actions and execute, enter into, and give effect to, any Drag Document(s), for and on behalf of and in the name of such defaulting Called Shareholder, in each case as the directors may determine to be necessary or desirable to effect (or otherwise in connection with) the transfer of the Called Shareholder's shares pursuant to this Article 53 and the directors shall, if requested by the Drag Purchaser, so authorise any director to effect the transfer of the Called Shareholder's shares on the Called Shareholder's behalf to the Drag Purchaser (or, if so directed by the Drag Purchaser, a nominee of such Drag Purchaser) on the Drag Completion Date. The directors shall authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid and the Instrument of Transfer and certificate (or indemnity in a form acceptable to the directors) in respect of the shares so transferred is delivered to the Company.
- 53.11 Any transfer of shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 51.
- 53.12 On any person, following the issue of a Drag Along Notice, becoming a holder of shares 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 who shall then be bound to sell and transfer all shares (save to the extent the relevant shares were sold as part of the Dragged Share Sale on the Drag Completion Date by the New Shareholder, whether as a Called Securities Holder or otherwise) so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the shares shall take place on the later of: (a) the Drag Along Notice being deemed served on the New Shareholder; and (b) completion of the Dragged Share Sale on the Drag Completion Date.
- 53.13 Whether or not a transfer of Called Shares is validly made in accordance with this Article 53 (including any determination as to whether a Sale Agreement satisfies the requirements of Articles 53.5 and 53.7 (including any determination as to what constitutes a Contribution Obligation and/or the Common Liabilities and/or whether the principles set out in Article 53.6(b) are satisfied)) shall be determined by the directors and, save in the event of fraud, such determination shall be final and binding on all persons.
- 53.14 In the event that the Selling Shareholders, in connection with the Dragged Share Sale, appoint a third party independent shareholder representative (a **'Shareholder Representative'**) with respect to the establishment and management of any escrow or holdback fund in connection with any indemnification or breach of warranty under the Sale Agreement (the **'Escrow'**), each Called Shareholder shall be deemed to consent to (i) the appointment of such Shareholder Representative, (ii) the establishment of the Escrow and (iii) the payment of such Called Shareholder's applicable portion (from the Escrow) of any reasonable and properly incurred fees and expenses of such Shareholder Representative, in each case in connection with such Shareholder Representative's services and duties in connection with the establishment and management of such Escrow.
- 54 **TAG-ALONG**
- 54.1 Except in the case of transfers pursuant to Articles 50 other than Article 50.7, or in respect of which Article 53 applies, after going through the pre-emption procedure in Article 51, the provisions of Article 54.2 will apply if one or more Proposed Sellers proposes to transfer in one or a series of related transactions any shares (the **'Tag Sale'**) which would, if put into effect, result in any proposed purchaser (together with their Associates or persons Acting in Concert with them) acquiring at least 75% of the shares (the **'Tag Purchaser'**).
- 54.2 After the Proposed Seller has gone through the pre-emption process set out in Article 51, Proposed Seller must, before making a Tag Sale procure the making by the Tag Purchaser of an offer (the **'Tag Offer'**) to any holders who have not taken up their pre-emptive rights under Article 51 to acquire the shares held by such holders. The terms of the Tag Offer shall be no less favourable than the terms of the Tag Sale.
- 54.3 The Tag Offer must be given by written notice (a **'Tag Sale Notice'**) at least 10 Business Days prior to the proposed sale date and be open for acceptance by any such holder within 5 Business Days of deemed service of the Tag Sale Notice (the **'Tag Offer Period'**). The Tag Sale Notice shall specify:

- (a) the identity of the Tag Purchaser;
- (b) the purchase price (or means by which the purchase price will be calculated) to be paid by the Tag Purchaser, which shall be distributed in accordance with Article 54.4;
- (c) the manner in which the consideration is to be paid;
- (d) the number and class of shares proposed to be purchased by the Tag Purchaser;
- (e) the address to which an acceptance of the Tag Offer should be sent; and
- (f) the other terms and conditions of the Tag Offer.

54.4 The Proceeds Of Sale in respect of all shares transferred pursuant to the Tag Sale and acceptances of the Tag Offer shall, in aggregate, be distributed pro rata to the number of shares to be transferred pursuant to the Tag Sale (and the terms (including as to price) of the Tag Offer and the Tag Sale shall provide for, and be consistent with, such distribution).

54.5 If any other holder of shares is not given the rights accorded to them by this Article, 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.

54.6 If the Tag Offer is accepted by any holder (an '**Accepting Tag Shareholder**') within the Tag Offer Period, the completion of the Tag Sale will be conditional upon the completion of the purchase of all the shares held by Accepting Tag Shareholders.

54.7 The Tag Sale is subject to the pre-emption provisions of Article 51 but the purchase of the Accepting Tag Shareholders' shares shall not be subject to Article 51.

54.8 Where a Tag Offer is to be made pursuant to this Article 54, such Tag Offer shall, if so required by the directors by written notice to the Proposed Sellers, be extended on mutatis mutandis the same terms to all persons holding Relevant Securities, if and to the extent exercisable (or which would become exercisable in connection with the Tag Sale).

55 **TRANSMISSION OF SHARES**

55.1 If title to a share passes to a transferee, the Company may only recognise the transferee as having any title to that share.

55.2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

55.3 A transferee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
- (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

55.4 But transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

56 **EXERCISE OF TRANSFERREES' RIGHTS**

56.1 Transferees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

56.2 If the transferee wishes to have a share transferred to another person, the transferee must execute an instrument of transfer in respect of it.

56.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

57 **TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 56.2, has been entered in the register of members.

CONSOLIDATION OF SHARES

58 **PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES**

58.1 This Article applies where:

- (a) there has been a consolidation or division of shares; and
- (b) as a result, members are entitled to fractions of shares.

58.2 The directors may:

- (a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (c) distribute the net proceeds of sale in due proportion among the holders of the shares.

58.3 Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

58.4 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

58.5 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DIVIDENDS AND OTHER DISTRIBUTIONS

59 **PROCEDURE FOR DECLARING DIVIDENDS**

59.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

59.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

59.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.

59.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.

59.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

59.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

59.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

60 CALCULATION OF DIVIDENDS

60.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be:

- (a) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
- (b) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

60.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

60.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

61 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

61.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors otherwise decide.

61.2 In the Articles, '**the distribution recipient**' means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

62 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

62.1 If:

- (a) a share is subject to the Company's lien; and
- (b) 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 in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

62.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

- 62.3 The Company must notify the distribution recipient in writing of:
- (a) the fact and amount of any such deduction;
 - (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
 - (c) how the money deducted has been applied.

63 **NO INTEREST ON DISTRIBUTIONS**

- 63.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- (a) the terms on which the share was issued; or
 - (b) the provisions of another agreement between the holder of that share and the Company.

64 **UNCLAIMED DISTRIBUTIONS**

64.1 All dividends or other sums which are:

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

64.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

64.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

65 **NON-CASH DISTRIBUTIONS**

65.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

65.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

66 **WAIVER OF DISTRIBUTIONS**

66.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

67 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

67.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:

- (a) 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, capital redemption reserve or redenomination reserve; and
- (b) appropriate any sum which they so decide to capitalise (a '**capitalised sum**') to the persons who would have been entitled to it if it were distributed by way of dividend (the '**persons entitled**') and in the same proportions.

67.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

67.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

67.4 A capitalised sum which was appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

67.5 Subject to the Articles the directors may:

- (a) apply capitalised sums in accordance with Articles 67.3 and 67.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

68 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

68.1 Subject to the further provisions of these Articles, the A Ordinary Shares shall confer on each holder of A Ordinary Shares the right to receive notice of and to attend and speak at all general meetings of the Company and to receive and constitute an eligible member for the purposes of proposed written resolutions of the Company. The B Ordinary Shares shall not entitle the holders of them to

receive notice of, to attend or to speak at any general meeting of the Company nor to receive, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.

68.2 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

68.3 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

68.4 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

68.5 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

68.6 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

69 **QUORUM FOR GENERAL MEETINGS**

69.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum, which shall require the attendance of the Majority Shareholder.

70 **CHAIRING GENERAL MEETINGS**

70.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

70.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present; or
- (b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

70.3 The person chairing a meeting in accordance with this Article is referred to as 'the chairman of the meeting'.

71 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

71.1 Directors may attend and speak at general meetings, whether or not they are members.

71.2 The chairman of the meeting may permit other persons who are not:

- (a) members of the Company; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

72 **ADJOURNMENT**

- 72.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 72.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner or is properly transacted.
- 72.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 72.4 When adjourning a general meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 72.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 72.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

73 **VOTING: GENERAL**

- 73.1 Subject to the further provisions of these Articles, the A Ordinary Shares shall confer on each holder of A Ordinary Shares (in that capacity) the right to vote at all general meetings of the Company and to vote on and constitute an eligible member for the purposes of proposed written resolutions of the Company. The B Ordinary Shares shall not entitle the holders of them to at any general meeting of the Company nor to vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 73.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

74 **ERRORS AND DISPUTES**

- 74.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 74.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

75 **POLL VOTES**

- 75.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or

- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

75.2 A poll may be demanded by:

- (a) the chairman of the meeting; or
- (b) the directors; or
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution; or
- (e) a person or persons representing shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

75.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

A demand that is withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

75.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

76 **CONTENT OF PROXY NOTICES**

76.1 Proxies may only validly be appointed by a notice in writing (a '**proxy notice**') which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

76.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

76.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

76.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

77 **DELIVERY OF PROXY NOTICES**

77.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 77.2 A proxy notice may be delivered to the Company at any time prior to the time appointed for holding the general meeting or adjourned meeting to which it relates.
- 77.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 77.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 77.5 If a proxy notice is not executed by the person appointing the proxy, the Company may require written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

78 **AMENDMENTS TO RESOLUTIONS**

- 78.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 78.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 78.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

RESTRICTIONS ON MEMBERS' RIGHTS

79 **NO VOTING OF SHARES ON WHICH MONEY OWED TO THE COMPANY**

No voting rights attached to a share may be exercised:

- (a) at any general meeting, at any adjournment of it, or on any poll called at or in relation to it; or
- (b) in respect of a written resolution which would otherwise have to be proposed at a general meeting,

unless all amounts payable to the Company in respect of that share have been paid.

APPLICATIONS OF RULES TO CLASS MEETINGS

80 **CLASS MEETINGS**

The provisions of the Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

ADMINISTRATIVE ARRANGEMENTS

81 **MEANS OF COMMUNICATION TO BE USED**

- 81.1 Any notice or other document required by these Articles to be sent or supplied to or by the Company (other than a notice calling a meeting of the directors) shall be contained in writing.

- 81.2 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 81.3 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 81.4 Any notice or other document sent by the Company which is delivered or left at a registered address otherwise than by post shall be deemed to have been received on the day it was so delivered or left. A notice or other document sent by the Company by first class post to an address in the United Kingdom shall be deemed to have been received 24 hours after it was posted. A notice or other document sent or supplied by the Company in electronic form shall be deemed to have been received at the time it is sent. A notice sent or supplied by means of a website shall be deemed to have been received by the intended recipient at the time when the material was first available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

82 **COMPANY SEALS**

- 82.1 Any common seal may only be used by the authority of the directors.
- 82.2 The directors may decide by what means and in what form any common seal is to be used.
- 82.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 82.4 For the purposes of this Article, an authorised person is:
- (a) any director of the Company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

83 **RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

84 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

85 **WINDING UP**

If the Company is wound up, the liquidator may, with the authority of a special resolution:

- (a) divide among the members in specie the whole or any part of the assets of the Company, (and may, for that purpose, value any assets and determine how the division will be carried out as between the members or different classes of members); and
- (b) vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the members as the liquidator determines,

but no member will be compelled to accept any assets in respect of which there is a liability.

DIRECTORS' INDEMNITY AND INSURANCE

86 INDEMNITY

86.1 Subject to Article 86.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
- (c) any other liability incurred by that director as an officer of the Company or an associated company.

86.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

86.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **'relevant director'** means any director or former director of the Company or an associated company.

87 INSURANCE

87.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

87.2 In this Article:

- (a) a **'relevant director'** means any director or former director of the Company or an associated company;
- (b) a **'relevant loss'** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

88 SECURITY

88.1 Notwithstanding anything contained in these Articles, the directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any transfer, where such transfer is:

- (a) to any bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or as agent or trustee for a group of banks or institutions or otherwise) (a **'Secured Institution'**), or to any nominee of such Secured Institution;
- (b) delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares;
- (c) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or
- (d) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles:

- (i) no transferor or proposed transferor of any shares in the Company to a Secured Institution or to its nominee;
- (ii) no Secured Institution or its nominee; and
- (iii) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to offer the shares which are or are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise to require such shares to be transferred to them whether for consideration or not.

88.2 Furthermore, notwithstanding anything contained in the Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has under these Articles in respect of any shares that are charged or otherwise subject to security in favour of a Secured Institution.

