

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AUDERE AURORA HOLDINGS LTD

Company No 16041429

Initial  
OB

Initial  
TE

Initial  
ML

Initial  
MR

Initial  
RS

## CONTENTS

### CLAUSE

1.	Interpretation.....	2
2.	Unanimous decisions .....	5
3.	Calling a directors' meeting.....	6
4.	Quorum for directors' meetings.....	6
5.	Casting vote .....	6
6.	Transactions or other arrangements with the company .....	6
7.	Directors' conflicts of interest .....	7
8.	Records of decisions to be kept .....	8
9.	Number of directors .....	9
10.	Appointment of directors.....	9
11.	Appointment and removal of alternate directors .....	9
12.	Rights and responsibilities of alternate directors.....	9
13.	Termination of alternate directorship .....	10
14.	Secretary .....	10
15.	Share transfers: general .....	11
16.	Pre-emption rights on the transfer of shares .....	12
17.	Compulsory Transfers .....	14
18.	Issue of further shares: general.....	15
19.	Issue of Further Shares: pre-emption rights.....	15
20.	Purchase of own shares .....	16
21.	Quorum for general meetings.....	16
22.	Voting.....	17
23.	Poll votes.....	17
24.	Proxies.....	17
25.	Means of communication to be used.....	17
26.	Indemnity .....	18
27.	Insurance.....	19
28.	Liquidation preference .....	20
29.	Exit provisions .....	20
30.	Procedure for declaring dividends .....	20
31.	Payment of dividends and other distributions .....	21
32.	No interest on distributions .....	22
33.	Unclaimed distributions .....	22
34.	Non-cash distributions .....	22
35.	Waiver of distributions.....	23

**Company number 16041429**  
**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**AUDERE AURORA HOLDINGS LTD**  
**(Adopted by special resolution passed on 24 December 2024)**

**1. Interpretation**

1.1 The following definitions and rules of interpretation apply in these Articles:

**A Shares:** the A ordinary shares of £0.01 each in the capital of the Company.

**Act:** the Companies Act 2006.

**Adoption Date:** the date of adoption of these Articles.

**appointor:** has the meaning given in article 11.1.

**Articles:** the Company's articles of association for the time being in force.

**B Shares:** the B ordinary shares of £0.01 each in the capital of the Company.

**Bankruptcy Event:** an order being made for the bankruptcy of a Shareholder, or an arrangement or composition being made with any of a Shareholder's creditors, or where a Shareholder otherwise takes the benefit of any statutory provision for the time being in force for the relief (whether such relief is temporary or permanent) of insolvent debtors.

**Board:** the board of Directors (or any duly authorised committee of the board of Directors constituted for the purpose of taking any relevant action or decision).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Company:** Audere Aurora Holdings Ltd incorporated and registered in England and Wales with company number 16041429.

**Conflict:** has the meaning given in article 7.1.

**C Shares:** the C ordinary shares of £0.01 each in the capital of the Company.

**D Shares:** the D ordinary shares of £0.01 each in the capital of the Company.

**Deemed Transfer Notice:** a Transfer Notice that is deemed to have been served under article 17.1.

**Departing Employee:** an Employee who ceases to be a Director or employee of, or consultant to, the Company or any Group Company.

**Director:** the directors of the Company from time to time.

**E Shares:** the E ordinary shares of £0.01 each in the capital of the Company.

**Eligible Director:** a Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any Director whose vote is not to be counted in respect of the particular matter).

**Employee:** a person who is, or has been, a Director or an employee of, or who does provide or has provided consultancy services to, the Company.

**Family Trust:** in relation to an Original Shareholder, a trust set up for the benefit of that Original Shareholder and/or that Original Shareholder's Privileged Relations.

**Financial Year:** each accounting reference period of the Company determined from time to time in accordance with Chapter 3 of Part 15 of the Act.

**Group:** in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, any company in which it directly or indirectly holds a shareholding, and any company that employs individuals who are shareholders in any company in the Group. Each company in a Group is a **Group Company**.

**Model Articles:** the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*), as amended prior to the date of adoption of these Articles.

**Shareholder:** any person whose name is entered in the Company's register of members as a holder of Shares from time to time (but excludes the Company holding Treasury Shares).

**Shareholder Consent:** the prior written consent of the holder(s) for the time being of not less than 51% by nominal value of all Shares held by the Original Shareholders but excluding any Shareholder that has been disenfranchised pursuant to article 17.6. For the purposes of this definition, an Original Shareholder shall be deemed to hold all Shares for the time being registered in the name of any of the Original Shareholder's Permitted Transferees who hold Shares pursuant to a Permitted Transfer (whether directly or indirectly) by that Original Shareholder.

**Shares:** the A Shares, B Shares, C Shares, D Shares, E Shares and any other shares in issue in the Company from time to time.

**Termination Date:** the date on which the Departing Employee gives or is given notice to terminate their directorship, employment or consultancy

**Transfer Price:** the price per Sale Share determined in accordance with article 16.

**Treasury Shares:** 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.

- 1.2 Unless otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.7 Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that legislation or legislative provision.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.11 Unless expressly provided, a reference to writing or written excludes fax but not email.
- 1.12 A reference in these Articles to a holder, or the holder(s), of Shares shall be deemed to exclude any member holding Treasury Shares.
- 1.13 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
  - (a) another person (or its nominee), by way of security or in connection with the taking of security; or

(b) its nominee.

- 1.14 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.15 Model Articles 7(1), 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 26.5, 38, 39, 44(2), 49, 52 and 53 shall not apply to the Company.
- 1.16 Model Article 7(2) shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a);
  - (b) the insertion in Model Article 7(2) of the words "(for so long as they remain the sole Director)" after the words "and the Director may"; and
  - (c) the insertion of the words at the end of Model Article 7(2) "A sole Director shall be entitled to exercise all powers and discretions conferred on the Directors by the Act or the Articles and nothing in these Articles is to be construed as requiring the Company to have more than one Director".
- 1.17 Model Article 20 shall be amended by the insertion of the words "(including alternate Directors) and the secretary" before the words "properly incur".
- 1.18 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.19 Model Article 27(3) shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.20 Model Article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Model Article 28(2)," after the words "the transmittee's name".
- 1.21 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

## **Directors**

### **2. Unanimous decisions**

- 2.1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 2.2 A decision taken in accordance with article 2.1 may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 2.3 Subject to Article 2.4, a decision may not be taken in accordance with article 2.2 if the Eligible Directors would not have formed a quorum at such a meeting.
- 2.4 If at any time the Company only has one Director, Article 2.1 does not apply and that Director may (until such time as they cease to be the only Director) take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

### **3. Calling a directors' meeting**

- 3.1 Any Director may call a Directors' meeting by giving not less than 14 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice.

### **4. Quorum for directors' meetings**

- 4.1 The quorum for the transaction of business at a meeting of Directors is any two Eligible Directors, unless there is only one Director in office for the time being who is also the sole member, in which case that Director shall form a quorum.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

### **5. Casting vote**

- 5.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chair or other Director chairing the meeting shall not have a casting vote.
- 5.2 article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

### **6. Transactions or other arrangements with the company**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided they have declared the nature and extent of their interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
- (d) may act by themselves, or their firm in a professional capacity for the Company (otherwise than as auditor) and they, or their firm shall be entitled to remuneration for professional services as if they were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, unless they agree otherwise, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

## **7. Directors' conflicts of interest**

- 7.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching their duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 7.2 Any authorisation under this article 7 will be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other Interested Director's vote had not been counted.
- 7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):



- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director of the Company) information that is confidential to a third party, they will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

7.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

7.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

7.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

7.7 The Shareholders may by ordinary resolution, authorise any Conflict.

## **8. Records of decisions to be kept**

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

**9. Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than three.

**10. Appointment of directors**

In any case where, as a result of death or bankruptcy or otherwise, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against them or otherwise ceased to be a Shareholder (as the case may be) has the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

**11. Appointment and removal of alternate directors**

11.1 Any Director (**appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of 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.

11.2 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.

11.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in 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.

**12. Rights and responsibilities of alternate directors**

12.1 An alternate may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.

12.2 Except as 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

and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which their appointor is a member.

**12.3 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 present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the Directors (but only if their appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one Director for the purposes of article 12.3(a) and article 12.3(b).

**12.4 A Director who is also an alternate Director is entitled, in the absence of their appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the Directors (provided that their appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.**

**12.5 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as their appointor but shall not be 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 to the Company.**

**13. Termination of alternate directorship**

An alternate Director's appointment as an alternate terminates:

- (a) where the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate on that specified date;
- (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.

**14. Secretary**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

**Share transfers**

**15. Share transfers: general**

- 15.1 In these Articles, reference to the transfer of Shares includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 15.2 No Shareholder shall transfer any Share unless the transfer is made in accordance with these Articles or with Shareholder Consent. If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles or without Shareholder Consent, they shall be deemed to have immediately served a Transfer Notice pursuant to Article 16.1 in respect of all Shares held by them and their Permitted Transferee.
- 15.3 Subject to article 15.4, the Board shall register any duly stamped transfer made in accordance with the Articles or with Shareholder Consent, unless it suspects that the proposed transfer may be fraudulent.
- 15.4 The Board may, as a condition to the registration of any transfer of Shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed of adherence under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the Shareholders in such 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). If any such condition is imposed in accordance with this article 15.4, the transfer may not be registered unless that deed of adherence has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006.
- 15.5 To enable the Board to determine whether or not there has been a transfer of Shares in the Company in breach of these Articles, the Directors may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a Shareholder fails to provide information or evidence in respect of any Shares registered in their name to the reasonable satisfaction of the Board within 14 days of their request or, as a result of the information and evidence provided the Board are reasonably satisfied that a breach has occurred, then the Board may serve a notice on the Shareholder stating that the Shareholder shall not in relation to those Shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of Shares of that class, or to vote on a written resolution of the Shareholders or to receive dividends on the Shares. Such Directors may reinstate these rights at any time.

- 15.6 Any transfer of Shares by way of a sale under these Articles shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.

**16. Pre-emption rights on the transfer of shares**

- 16.1 Except where the provisions of article 17 apply, a Shareholder (**Seller**) wishing to transfer Shares must give notice in writing (a **Transfer Notice**) to the Company giving details of the proposed transfer, including:

- (a) the number of Shares to be transferred (**Sale Shares**);
- (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and
- (c) the price (in cash) at which the Seller wishes to sell the Sale Shares (**Proposed Sale Price**).

- 16.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.

- 16.3 The Transfer Price for each Sale Share the subject of a Transfer Notice or Deemed Transfer Notice shall, unless expressly provided otherwise in these Articles, be the nominal value per Sale Share.

- 16.4 The Board shall promptly offer the Sale Shares for sale to the other Shareholders (excluding any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice) (**Offerees**) inviting them to apply to the Company in writing within the period from the date of the offer to the date 15 Business Days after the offer (both dates inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

- 16.5 If:

- (a) at the end of the Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Offeree who has applied for Sale Shares in the proportion which the Offeree's existing holding of Shares bears to the total number of Shares held by Offerees. Fractional entitlements shall be rounded down to the nearest whole number (unless rounding in this way would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the Offerees shall be determined by the Board). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which that Shareholder has expressed willingness to buy;
- (b) not all Sale Shares are allocated following allocations in accordance with article 16.5(a), but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 16.5(a). The procedure set out in this article 16.5(b) shall apply on any

number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

- (c) at the end of the Offer Period, the Company has not received applications in respect of all the Sale Shares, the Board shall allocate the Sale Shares to the Offerees in accordance with their applications.

16.6 The Board shall, when no further offers or allocations are required to be made under article 16, give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and to each Shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).

16.7 On the date specified for completion in the Allocation Notice the Seller shall, against receipt of payment from an Applicant, execute and deliver to the Company a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu of them) and such other documents as the Applicants or the Board may reasonably require to show good title to the Sale Shares, or to enable each of them to be registered as the holder of the Sale Shares.

16.8 If the Seller fails to comply with article 16.7:

- (a) the chair of the Board (or, failing the chair, any other Director or some other person nominated by a resolution of the Board) may, as attorney on behalf of the Seller:
  - (i) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
  - (ii) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
  - (iii) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
- (b) on receipt, the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until either the certificate(s) for the relevant Sale Shares, or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate, have been delivered together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.

16.9 If any Applicant fails to pay the Transfer Price payable by that Applicant on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Transfer Price due from that Applicant shall accrue interest at a rate equal to 5% per annum above the base rate of the Bank of England from time to time.

- 16.10 Where an Allocation Notice does not relate to all the Sale Shares, the Seller may with Shareholder Consent at any time during the 20 Business Days following the date of service of the Allocation Notice, transfer the balance of the Sale Shares to the buyer identified in the Transfer Notice (if any) at a price per Share at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Sale Shares to a third-party buyer if that buyer was not identified in the Transfer Notice (unless Shareholder Consent is obtained).

## 17. Compulsory Transfers

- 17.1 A Shareholder is deemed to have served a Transfer Notice in respect of all Shares held by that Shareholder and any Shares held by their Permitted Transferees, immediately before any of the following events:

- (a) a Bankruptcy Event;
- (b) the happening in relation to a Shareholder of a Bankruptcy Event (or the equivalent in the relevant jurisdiction) in any jurisdiction in which the Shareholder is resident, carries on business or has assets;
- (c) the Shareholder being unable to pay their debts as they fall due for the purposes of section 268 of the Insolvency Act 1986;
- (d) the Shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or the Shareholder's shareholding; or
- (e) the Shareholder becoming a Departing Employee (a **Compulsory Employee Transfer**) (unless the Directors otherwise direct in writing within 15 Business Days of the Termination Date that a Transfer Notice shall not be deemed to have been served). For the purpose of this article 17.1, the Transfer Notice is deemed to have been served on the Termination Date; or
- (f) the Shareholder committing a material or persistent breach of any shareholders' agreement to which the Shareholder is a party in relation to the Shares in the Company which if capable of remedy has not been so remedied within 20 Business Days of the non-defaulting Shareholders requiring such remedy; or
- (g) the death of a Shareholder.

- 17.2 A Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a) the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by the Seller and any Shares held by their Permitted Transferees (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Deemed Transfer Notice);

- (b) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and the price for the Sale Shares shall be the aggregate nominal value of those shares.

- 17.3 If the Seller fails to complete a transfer of Sale Shares as required under this article 17, the chair of the Board (or failing the chair, any other Director or some other person nominated by a resolution of the Board) may as agent on behalf of the Seller to transfer the Sale Shares on the Seller's behalf and do anything else that a continuing Shareholder may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge a continuing Shareholder.
- 17.4 If the Allocation Notice(s) in respect of the Sale Shares comprised within a Deemed Transfer Notice does not relate to all the Sale Shares, the Seller does not have the right to sell the balance of the Sale Shares to a third party.
- 17.5 If the Seller is deemed to have given a Transfer Notice as a result of article 17.1(e), the voting rights attached to such Shares shall be suspended, unless the Board (acting with Shareholder Consent) notifies them otherwise, as from the Termination Date.
- 17.6 Any Departing Employee's Shares whose voting rights are suspended pursuant to article 17.5 shall not confer on the holders of such Shares the right to receive a notice of and attend all general meetings (and receive copies of proposed written resolutions) of the Company and shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to article 17.5 shall be automatically restored on the completion of the transfer of Shares (as evidenced by the transferee's name being entered in the Company's register of members).

## **18. Issue of further shares: general**

- 18.1 Unless authorised by these Articles, or as authorised from time to time with Shareholder Consent, the Directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company.

## **19. Issue of Further Shares: pre-emption rights**

- 19.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 19.2 Unless otherwise agreed with Shareholder Consent, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:



- (a) shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which they are entitled shall, in their acceptance, state the number of excess equity securities (**Excess Securities**) for which they wish to subscribe.

19.3 Any equity securities not accepted by Shareholders pursuant to an offer made to them in accordance with article 19.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 19.1. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with article 19.1 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by that Shareholder). After that allotment, any Excess Securities remaining shall 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 Shareholders.

19.4 Subject to article 19.2 and article 19.3 and to section 551 of the Act, any equity securities shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

19.5 If the Company requests that any Employee, Director, prospective Employee or Director enter into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003, no Shares shall be allotted or transferred to such person until they have done so.

## **20. Purchase of own shares**

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including out of capital up to any amount in a Financial Year not exceeding the lower of:

- (a) £15,000; and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each Financial Year of the Company.

## **Decision making by shareholders**

### **21. Quorum for general meetings**

21.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy.

- 21.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

## **22. Voting**

- 22.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded in accordance with these Articles.

- 22.2 On a vote on a resolution on a show of hands at a general meeting every Shareholder (whether present in person or by one or more proxies) has one vote.

- 22.1 On a vote on:

- (a) a resolution on a poll taken at a general meeting; or
- (b) a written resolution;

every Shareholder has one vote in respect of each Share held.

## **23. Poll votes**

- 23.1 A poll on a resolution may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote on the resolution.

- 23.2 Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## **24. Proxies**

- 24.1 Model Article 45(1)(d) shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

- 24.2 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## **Administrative arrangements**

### **25. Means of communication to be used**

- 25.1 Subject to article 25.3, any notice, document or other information shall be in writing and shall be deemed received by the intended recipient:

- (a) if delivered by hand at the time the notice, document or other information is left at the address;
- (b) if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting;
- (c) if sent by pre-paid airmail providing proof of postage, at 9.00 am on the fifth Business Day after posting;
- (d) if sent by email, at the time of transmission; or
- (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

25.2 If deemed receipt under article 25.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this article 25.2, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt and all references to time are to local time in the place of receipt.

25.3 To prove service, it is sufficient to prove that:

- (a) if delivered by hand, the notice was delivered to the correct address;
- (b) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted;
- (c) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (d) if sent by email, the notice was properly addressed and sent to the email address of the recipient.

## **26. Indemnity**

26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:
  - (i) in the actual or purported execution or discharge of their duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any

material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 26.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

26.2 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.

26.3 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 officer" means any Director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a Director or other officer), to the extent they act in their capacity as auditor).

## **27. Insurance**

27.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

27.2 In this article:

- (a) a "relevant officer" means any Director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a Director or other officer), to the extent they act in their capacity as auditor);
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **28. Liquidation preference**

On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

- (a) firstly, in paying to the holders of the Shares in respect of each Share held the Issue Price of that Share, together with a sum equal to any arrears and accruals of dividend in respect of that Share and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Shares pro rata to each such Share held; and
- (b) thereafter, in distributing the balance among the holders of the Shares pro rata to the number of Shares held, as if they all constituted shares of the same class.

## **29. Exit provisions**

29.1 On a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in article 28. The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- (a) the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in article 28; and
- (b) each Shareholder shall take any reasonable action (to the extent lawful and within its control) required by the Board to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in article 28.

29.2 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in article 28, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each Shareholder shall (to the extent lawful and within its control) take any reasonable action required by the Board (including, but without prejudice to the generality of this article 29.2, such action as may be necessary to put the Company into voluntary liquidation so that article 28 applies).

## **30. Procedure for declaring dividends**

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

30.2 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.

- 30.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 30.4 Unless the Shareholders' 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 Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 30.5 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.
- 30.6 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.
- 30.7 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.

### **31. Payment of dividends and other distributions**

- 31.1 The holders of Shares shall be entitled to receive a dividend on their shares as determined by the Directors in their absolute discretion, but without imposing or imprinting any requirement on them to do so either singly or on a continuing basis. The Directors may declare dividends on one class of Shares to the exclusion of the other classes at their absolute discretion.
- 31.2 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 may 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 may 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 may otherwise decide; or
  - (d) any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 31.3 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.

**32. No interest on distributions**

32.1 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.

**33. Unclaimed distributions**

33.1 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.

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

33.3 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,

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

**34. Non-cash distributions**

34.1 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).

34.2 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.

**35. Waiver of distributions**

35.1 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.