

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

**ARTICLES OF ASSOCIATION
of
QRC HOLDINGS LIMITED**

Adopted by Written Resolution on 28 October 2020

1 PRELIMINARY

1.1 In these Articles:

"**the Act**" means the Companies Act 2006.

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

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

"**Board**" means the board of directors of the Company and "**Director**" means any of them.

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

"**Group**" the Company, and any holding company or a subsidiary of the Company, or a subsidiary of any such holding company (for which purpose the terms 'subsidiary' and 'holding company' shall have the meanings ascribed to them by section 1159 of the Act) and references to a "**member of the Group**" shall be construed accordingly.

"**Ordinary Shares**" means ordinary shares of £1.00 each in the capital of the Company.

"**Series 1 Loan Notes**" means the loan notes issued to Sarah Elizabeth Fryer pursuant to the Series 1 Loan Note Instrument on or about the Adoption Date.

"**Series 1 Loan Period**" means the period starting on the date upon which the Series 1 Loan Notes were issued and ending on the date upon which all amounts payable in respect of the Series 1 Loan Notes have been paid in full.

"**Shares**" means shares (of any class) in the capital of the Company and "**Shareholder**" shall mean any registered holder of any Share.

1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

1.3 Model Articles: The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008

(SI 2008 No. 3229) (the "**Model Articles**") in force as at the date of adoption of these Articles shall apply to the Company save in so far as they are excluded or modified by or are inconsistent with these Articles and such Model Articles (save as so excluded or modified or inconsistent) and the articles set out below shall be the Articles of Association of the Company. Model Articles 11(2), 14(1) – (4), 21, 26(5), 27(2), 52 and 53 do not apply to the Company.

- 1.4 The objects of the Company are unlimited.

2 LIMITED LIABILITY AND SHARE CAPITAL

- 2.1 The liability of the holders of any Shares shall be limited to the amount (if any) unpaid on the Shares held by them.
- 2.2 The share capital of the Company at the date of adoption of these Articles is £225 divided into 225 Ordinary Shares.

3 ISSUE OF SHARES

- 3.1 The Directors shall not exercise any power of the Company to allot Shares or other securities in, or to grant rights to subscribe for, or convert into, Shares or other securities of, the Company without the prior written consent of the holders of not less than 90% in nominal value of the issued Shares. Without limitation, the powers of the Directors under section 550 of the Act are limited accordingly.
- 3.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act does not apply to an allotment of equity securities made by the Company.
- 3.3 Unless otherwise determined by the prior written consent of the holders of not less than 90% in nominal value of the issued Shares, all Shares shall, before they are issued, be offered to the existing holders of Shares in proportion, as nearly as may be practicable, to the number of existing Shares held by them respectively. Such offer shall be made by notice in writing to each such holder specifying the number of Shares offered to him and the subscription price therefor and inviting him to state in writing within such period as the Board may prescribe (being not less than fourteen days after the date of the notice) whether he wishes to accept any, and if so what number, of Shares offered to him and whether he wishes to subscribe for Shares in excess of his entitlement and, if so, what maximum number. If within such period, such holders have expressed their willingness to accept all or any of the Shares offered to them, such Shares shall be so issued to them accordingly.
- 3.4 Any Shares not taken up pursuant to such offer as aforesaid and any Share released from the provisions of this Article with any such written consent shall be under the control of the Board who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as it thinks fit provided that in the case of any Shares not disposed of pursuant to such offer as aforesaid, such Shares shall not be disposed of on terms more favourable to the subscribers therefor than the terms on which they were offered to the Company's existing Shareholders.

4 TRANSFER OF SHARES

- 4.1 No Shares may be transferred, and the Directors shall not register any transfer of any Shares, unless made pursuant to Articles 5 to 10 inclusive.
- 4.2 In these Articles, reference to the transfer of a Share 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.

- 4.3 If a Shareholder transfers (or purports to transfer) a Share other than as permitted by Article 4.1, the Directors shall, on becoming aware of the same, notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Board within 14 days of delivery of such written notice, then the relevant Shares shall cease to confer on the holder of them any rights:
- 4.3.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise); or
- 4.3.2 to receive dividends or other distributions otherwise attaching to those Shares.
- 4.4 The Directors may reinstate the rights referred to in Article 4.3 at any time and, in any event, such rights shall be reinstated in respect of any Shares which shall be transferred to any person in accordance with these Articles.

5 PRE-EMPTION RIGHTS ON TRANSFERS

The right to transfer Shares in the Company or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such Shares or the renunciation or assignment of any right to receive or subscribe for such shares) shall be subject to the following restrictions:

- 5.1 No Shareholder (a "**Transferring Shareholder**") wishing to transfer any Shares whether by way of sale or otherwise, shall be entitled without first causing the same to be, and the Directors shall not enter the name of any transferee in the Register of Members unless the same has been, offered to the Company and the other Shareholders in accordance with the provisions of this Article 5.
- 5.2 In order to ascertain whether the Company or any other Shareholders are willing to purchase the Shares the Transferring Shareholder shall give a notice in writing in respect of the Shares held by such Shareholder (a "**Transfer Notice**") to the Company that he wishes to sell and specifying that he is prepared to sell at the Sale Price (as determined in accordance with Article 5.3 below). Every Transfer Notice shall specify the denoting numbers (if any) and class of shares (the "**Sale Shares**") which the Transferring Shareholder desires to sell and (if applicable) the name of the person whom it is proposed that the Sale Shares be transferred (the "**Proposed Transferee**") and the price per share offered by the Proposed Transferee (the "**Offer Price**"), and shall constitute the Company the agent of the Transferring Shareholder for the sale of such shares to the Company and/or the other Shareholders and/or third parties at the Sale Price. A Transfer Notice (but not a deemed Transfer Notice) may contain a provision that unless all shares comprised therein are sold by or to the Company pursuant to this Article none shall be so sold (a "**Total Sale Condition**") and any such provision shall be binding on the Company. A Transfer Notice shall not be revocable except with the consent of the Board.
- 5.3 The sale price of the Sale Shares (the "**Sale Price**") shall be the Offer Price or if none was specified in the Transfer Notice shall be determined by agreement between the Transferring Shareholder and the Board. In default of agreement thereon within 30 days the Sale Price of the Sale Shares shall be the fair value thereof as certified by the Company's accountants or auditors (or a firm of independent accountants selected by the Board) who shall act as an expert and not as arbitrator and whose decision shall be final and binding upon the parties and whose costs in so certifying shall be borne as they shall determine. In determining the fair value for this purpose no account shall be taken of the fact that the Sale Shares represent a majority or minority interest.

- 5.4 Upon the Sale Price being determined the Transferring Shareholder may within fourteen days of receipt of notice of determination of the Sale Price, withdraw his Transfer Notice. If such Transfer Notice is not withdrawn then at the date the Sale Price is agreed or at the expiry of the said 14-day period (the "**Offer Date**") the Company shall have 14 days from the Offer Date to confirm in writing whether it wishes to repurchase all or part of the Sale Shares and, if so, the number thereof (the "**Repurchase Shares**") and to confirm that (subject only to receipt of Shareholders' approval) it can lawfully repurchase the Sale Shares in accordance with the Act.
- 5.5 If the Company elects to purchase the Repurchase Shares as set out in Article 5.4 above then completion of the sale and purchase of such shares shall be pursuant to a contract for sale being entered into between the Company and the Transferring Shareholder (which the Company may sign as agent for the Transferring Shareholder as set out in Article 5.2 above) in a form reasonably required by the Board, which contract shall include (but shall not be limited to) the following terms and conditions:
- 5.5.1 the Sale Price;
- 5.5.2 a warranty from the Transferring Shareholder that the Repurchase Shares are transferred with full title guarantee and are free from any lien, charge or other encumbrance; and
- 5.5.3 the completion date which shall be no later than 7 days after the contract is signed on behalf of the Company (or, if later, on the date it becomes unconditional).
- 5.6 In addition to the provisions set out in Article 5.5.1 to 5.5.3 above where the Sale Price is to be paid out of the capital of the Company, then save where Article 6 applies the contract for the Repurchase Shares shall be conditional upon none of either:
- 5.6.1 the Company's creditors; or
- 5.6.2 any Shareholder of the Company other than the Transferring Shareholder or any Shareholder who consented to or voted in favour of the resolution;
- applying to the Court for cancellation of the resolution of the Shareholders approving the repurchase within 35 days of the passing thereof (a "**Court Application**").
- 5.7 The provisions of Article 5.8 below shall apply where:
- 5.7.1 the Company has not confirmed its intention and ability to repurchase all or part of the Sale Shares within 14 days of the Offer Date; or
- 5.7.2 the Company wishes to purchase part only of the Sale Shares; or
- 5.7.3 the Company does not obtain the approval of its Shareholders to acquire the Repurchase Shares within 35 days of the Offer Date; or
- 5.7.4 where the payment for the Repurchase Shares is to be made out of capital (other than pursuant to Article 6) and a Court Application is made.
- 5.8 Where any of the circumstances set out in Article 5.7 above applies then the Company shall offer the Sale Shares (or the balance of any Sale Shares not being repurchased by the Company) at the Sale Price to all the Shareholders (other than the Transferring Shareholder or any other Shareholder who has at such date served or is deemed to have served a Transfer Notice in respect of his shares) as follows:

- 5.8.1 to each Shareholder in proportion as nearly as may be to the nominal amount of their existing holdings of shares in the Company (the "**Proportionate Entitlement**");
 - 5.8.2 it shall be open to each such Shareholder to specify that he is willing to purchase any shares in excess of his Proportionate Entitlement ("**Excess Shares**");
 - 5.8.3 such offer shall to the extent that the same is not accepted in whole or in part within 30 days of the Offer Date be deemed to be declined.
- 5.9 After such 30 days have expired the Directors shall allocate the Sale Shares in the following manner:
- 5.9.1 to each Shareholder there shall be allocated his Proportionate Entitlement or such lesser number of Sale Shares for which he may have applied;
 - 5.9.2 if the number of any Sale Shares which remain unallocated is less than the number of shares for which excess applications have been made, the unallocated shares shall be allocated (as nearly as may be) in the proportions which the applications for Excess Shares bear to one another;
 - 5.9.3 if the number of any Sale Shares which remains unallocated equals or is greater than the number of shares for which excess applications have been made, each Shareholder who has applied for Excess Shares shall be allocated the number of Excess Shares for which he applied.
- 5.10 The Directors shall offer at the Sale Price and on the terms as to completion as are specified in Article 5.11 below the remaining balance of the Sale Shares to such third parties as they may think fit and such offer if not accepted within 45 days of the Offer Date shall be deemed to have been declined.
- 5.11 If the Company shall within 45 days after the Offer Date find purchasing Shareholders or third parties ("**Purchasers**") in respect of all or (except where the Transfer Notice contains a Total Sale Condition) any of the Sale Shares it shall give notice thereof to the Transferring Shareholder which notice shall specify the price for the Sale Shares being the Sale Price and the Transferring Shareholder and Purchasers shall be bound to complete the sale and purchase within 7 days of the end of such period of 45 days.
- 5.12 If the Company shall not within the period of 45 days of the Offer Date find Purchasers for all of the Sale Shares or if through no default of the Transferring Shareholder the purchase of any of the Sale Shares is not completed within the time period specified Article 5.11 above the Transferring Shareholder shall be at liberty at any time within 90 days after the expiry of the said 45 days to transfer:
- 5.12.1 such of the Sale Shares for which the Company did not find purchasing Shareholders and/or third parties; or
 - 5.12.2 (where the Transfer Notice contained a Total Sale Condition), all but not some of the Sale Shares; or
 - 5.12.3 such Sale Shares in respect of which the sale was not completed as aforesaid;
- to any person he may wish subject to having obtained the prior approval of the Board, provided that such sale is completed at the Sale Price or any higher price and that the terms of payment of the purchase price are no more favourable to the purchaser than those rejected by the existing Shareholders.

- 5.13 In the event of the Transferring Shareholder failing to carry out the sale of any of the Sale Shares after the expiry of the time limit referred to in Article 5.11 above the Directors may authorise some person to execute a transfer of the Sale Shares to the Purchasers and the Company may give a good receipt for the purchase price of such Sale Shares and may register the Purchasers as holders thereof and issue to them certificates for the same whereupon the Purchasers shall become indefeasibly entitled thereto. The Transferring Shareholder shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Transferring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Transferring Shareholder but without interest. If such certificate shall comprise any shares which such Transferring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Transferring Shareholder a balance certificate for such shares.

6 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 (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

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

7 PERMITTED TRANSFERS

- 7.1 The transfer of a Share shall be permitted in the cases and in accordance with the provisions set out in this Article 7 subject to the provisions of Article 4 but without the application of the provisions of Article 5 (Pre-emption Procedure).
- 7.2 For the purposes of these Articles:
- 7.2.1 **"Permitted Transferee"** means any person to whom Shares are transferred under Articles 7.3 or 7.4;
 - 7.2.2 **"Privileged Relation"** in relation to a Shareholder means the spouse or civil partner of the Shareholder and the Shareholder's children and grandchildren (including step and adopted children and grandchildren); and
 - 7.2.3 **"Family Trust"** in relation to a Shareholder means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that Shareholder and/or a Privileged Relation of that Shareholder (or a charity as a beneficiary of last resort) and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such Shareholder or his Privileged Relations.
- 7.3 Any Shareholder being an individual (other than a bankrupt, a trustee of a Family Trust or a trustee in bankruptcy) may at any time during his lifetime, transfer all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor, subject to having obtained the prior written approval of the Board, such approval not to be unreasonably withheld or delayed.
- 7.4 Where any Shares are held by trustees upon a Family Trust:-
- 7.4.1 on any change of trustees such shares may be transferred to the new trustees of that Family Trust;

- 7.4.2 such shares may be transferred at any time back to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor.
- 7.5 If and whenever any shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor, to any Privileged Relation of the settlor or other permitted transfer) or there ceases to be any beneficiaries of the Family Trust other than a charity or charities, a Transfer Notice shall be deemed to have been given in respect of the relevant shares (as defined in Article 7.7) by the holders thereof and such shares may not otherwise be transferred.
- 7.6 If and whenever a Privileged Relation to whom shares have been transferred ceases to be a Privileged Relation of the shareholder who made the transfer, a Transfer Notice shall be deemed to have been given in respect of the relevant shares by the holders thereof and such shares may not otherwise be transferred.
- 7.7 For the purposes of Articles 7.5 and 7.6 the expression "**relevant shares**" means and includes the shares originally transferred to the trustees or Privileged Relation and any additional shares issued or transferred to the trustees or Privileged Relation by virtue of the holding of the relevant shares or any of them.

8 COMPULSORY TRANSFERS

- 8.1 If a Shareholder or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such shares or the renunciation or assignment of any right to receive or subscribe for such shares) otherwise than in accordance with the provisions of these Articles he shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such share.
- 8.2 If required to do so by the Board, any person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer. In that event, the Directors may at any time after twelve months of the death or three months after the bankruptcy give notice requiring any such persons within 30 days to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously done so (or to transfer all such shares pursuant to Article 7) and if he does not do so he shall at the end of such 30 days be deemed to have given a Transfer Notice relating to those shares in respect of which he has still not given a Transfer Notice.
- 8.3 Where a Transfer Notice is given or deemed given under either of Articles 8.1 or 8.2 the Transfer Notice shall be irrevocable and there shall be no right to withdraw the Transfer Notice after the Sale Price has been determined.
- 8.4 Termination of Employment
- 8.4.1 For the purposes of this Article 8.4:
- a) "**Bad Leaver**" means any Employee who:
 - (i) ceases to be employed or engaged by the Company in circumstances where he has committed any fraud, dishonesty, misconduct or gross negligence;
 - (ii) in the case of Sarah Elizabeth Fryer, voluntarily ceases to be employed or engaged by the Company within 3 years of the

Adoption Date (other than where such cessation is as a result of death or serious or persistent ill health (as determined by the Board)); or

- (iii) in the cases of Sarah Louise Nicholson and Alexander Richard Gage, voluntarily ceases to be employed or engaged by the Company within 5 years of the Adoption Date (other than where such cessation is as a result of death or serious or persistent ill health (as determined by the Board)).
 - b) **"Employed"** means engaged or employed by the Company or any subsidiary of the Company whether as an employee or as a consultant (whether under a contract of service or a contract for services) and **"Employment"** and **"Employee"** shall be construed accordingly;
 - c) **"Fair Price"** means a price agreed between the Leaver and the Directors. In default of agreement thereon within 30 days the fair price shall be the fair value thereof as certified by the Company's accountants or auditors (or a firm of independent accountants selected by the Board) who shall act as an expert and not as arbitrator and whose decision shall be final and binding upon the parties and whose costs in so certifying shall be borne as they shall determine. In determining the fair value for this purpose no account shall be taken of the fact that the Sale Shares represent a majority or minority interest;
 - d) **"Good Leaver"** means a Leaver who is not a Bad Leaver;
 - e) **"Leaver"** means any Employee of the Company who ceases to be Employed for any reason;
 - f) **"Termination Date"** means:
 - (i) where Employment ceases by virtue of notice given by the Company or any subsidiary to the Employee, the date on which such notice expires;
 - (ii) where a contract of Employment is terminated by the Company or any subsidiary and a payment is made in lieu of notice, the date on which notice of termination was served; and
 - (iii) in any other case, the date on which the Leaver's Employment actually terminates.
- 8.4.2 A Leaver (and any holder of Shares who is a Permitted Transferee of the Leaver in their capacity as such, whether directly or by a sequence of transfers) shall be deemed to have given a Transfer Notice on the Termination Date in respect of all of the Shares then held by such Leaver or holder or in which he or such holder is beneficially interested (the **"Leaver's Shares"**).
- 8.4.3 If the Leaver is a Good Leaver, the Sale Price for the Leaver's Shares shall be the Fair Price.
- 8.4.4 If the Leaver is a Bad Leaver, the Sale Price for the Leaver's Shares shall be nominal value.
- 8.4.5 The Fair Price shall be calculated as at the Termination Date.
- 8.4.6 From the date of a deemed Transfer Notice under this Article 8.4 and until such time as the relevant Leaver's Shares are transferred in accordance with these Articles, no rights to attend or vote at general meetings of the Company shall attach to the relevant Leaver's Shares.

8.4.7 Any Transfer Notice given or deemed given under Article 8.4 shall be irrevocable.

9 TAG ALONG

9.1 Save for a transfer permitted under Article 7, no sale or transfer of any Shares shall, if resulting (if made and registered) in a person or persons (but excluding any such person or persons who is or becomes a Shareholder of the Company (and his or their Permitted Transferees in their capacity as such) on or within 7 days of the date of adoption of these Articles) obtaining a Controlling Interest be made or registered unless the proposed transferee or transferees and his or their nominees:

9.1.1 are independent third parties acting in good faith;

9.1.2 have first offered to purchase all of the issued Shares on the same terms and at the same price offered to the proposed transferor (or transferors).

9.2 For this purpose a "**Controlling Interest**" means ownership of or full control over more than 50% of the Shares.

9.3 Article 9.1 shall not apply in relation to any transfer of Shares where all the issued Shares are being acquired by a Purchaser or his nominee(s) pursuant to Article 10.

10 DRAG ALONG

In the event that either (a) a bona fide arm's length offer is made by any person (a "**Purchaser**") to acquire the whole of the issued share capital of the Company and the prior written approval to the terms of such offer is given by the holders of not less than 70% of the Shares then in issue (a "**Requisite Majority**") or (b) a Requisite Majority together enter into an agreement with a Purchaser for the sale of all of their Shares in the Company ((a) and (b) together being an "**Agreed Sale**"), then:

10.1 in the case of an offer, the holders of all other Shares in the Company shall (provided that such offer is at the same price and otherwise on no less favourable terms and conditions than those offered to Shareholders who have approved such offer) be bound to accept such offer in respect of all their Shares and shall be bound to transfer their Shares to the Purchaser or his nominee;

10.2 in the case of an agreement, the holders of all other Shares in the Company shall be bound to transfer their Shares to the Purchaser or his nominee at the same price as is payable for the Shares pursuant to such agreement and otherwise on no less favourable terms and conditions than those to which the other Shareholders are entitled pursuant thereto, and the terms of such transfer shall be notified to such holders by the Shareholders comprising the Requisite Majority in writing ("**Drag Along Notice**"). Such transfers shall be completed within 20 Business Days after the date of such Drag Along Notice. No Shares may be transferred by Shareholders comprising the relevant Requisite Majority unless the Purchaser accepts (or has undertaken to accept) any such transfer by such holders of all other Shares on such terms. Where any person acquires any Shares prior to completion of the Agreed Sale, such person shall be bound by this Article in the same way as such holder whether or not he is aware of the Agreed Sale;

10.3 each of the Shareholders shall be bound to deliver up his certificates for the said Shares, and on such delivery shall be entitled to receive the purchase price, without interest;

10.4 in the event of any Shareholder failing or refusing to carry out the sale of any Shares which he shall have become bound to transfer as aforesaid, the directors may, and shall if so required by the Purchaser, authorise some person to execute and deliver

transfers of the Shares to the Purchaser on behalf of the relevant Shareholder and the Company shall receive any purchase money in trust for that Shareholder (but shall not be obliged to earn or pay interest thereon) and shall give a good receipt for the purchase price of such Shares, and the directors shall enter the names of the Purchaser in the Register of Members as holders thereof and issue to them certificates for the same, and thereupon the validity of the proceedings shall not be questioned by any person;

- 10.5 any price for the Shares may include any non-cash consideration and/or any deferred consideration;
- 10.6 no Shares may be transferred to the Purchaser unless any Series 1 Loan Notes which remain outstanding are repaid in full in the form of cash on completion of the Agreed Sale;
- 10.7 if any person acquires shares after an Agreed Sale pursuant to the rights or interests conferred upon them prior to the Agreed Sale, the provisions of this Article 10 shall apply so that the relevant Shareholder shall, immediately following allotment of such Shares, be obliged to transfer such Shares to the Purchaser as if such Shares were in issue at the date of the Agreed Sale (save that completion of such transfer shall take place on the date of such allotment or, if later, the date on which the Agreed Sale is completed).

11 GENERAL MEETINGS

- 11.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two members present in person or by proxy shall be a quorum for all purposes. Where there are less than two members, all members must be present to form a quorum.
- 11.2 The chairman at any general meeting shall not be entitled to a second or casting vote.
- 11.3 The accidental omission to give notice of a meeting to any member entitled to receive notice of and attend and vote at general meetings shall not invalidate the proceedings at that meeting.

12 ALTERNATE DIRECTORS

- 12.1 Any Director (other than an alternate director) may at any time by writing under his hand and deposited at the registered office of the Company, or delivered at a meeting of the Directors, appoint any person to be his alternate director (for all or any limited purposes and provided that such person, if not himself a Director, has been approved by the Board) and may in like manner at any time terminate such appointment. The appointment of an alternate director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director. Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director) and shall be counted in the quorum (subject to these Articles) if he holds office only as an alternate director.
- 12.2 Subject to the terms of appointment of the alternate director, an alternate director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director at any such meetings at which his appointor is not personally present and generally at such meetings to perform all the functions of his appointor as a Director in his absence and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If

his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.

12.3 An alternate director shall not (save as aforesaid) have power to act as a Director or be deemed to be a Director for the purposes of these Articles.

12.4 An alternate director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

13 PROCEEDINGS OF DIRECTORS

13.1 Subject to the provisions of these Articles and to any agreement from time to time between the Shareholders, the Directors may regulate their proceedings as they think fit.

13.2 Subject to any agreement from time to time between the Shareholders and the Company, the quorum for the transaction of business at any meeting of the Directors (or part of a meeting as referred to below) shall be two Directors. Where there are less than two directors in office one director shall form a quorum. A sole director shall be able to exercise all the powers and authorities vested in the Directors.

13.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 14 to authorise a Conflict (as defined in Article 14), if there are less than two Directors in office eligible to vote other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Director who is so eligible.

13.4 The chair of the Board shall not be entitled to a second or casting vote.

13.5 All business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no such resolution shall be effective unless approved by a majority of the Directors.

13.6 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

13.7 The continuing Directors (provided that there is a quorum as defined above) may act notwithstanding any vacancies in their number.

14 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 he has obtained the prior written consent of all of the Shareholders and declared the nature and extent of his interest in accordance with the requirements of the Act, 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 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 he is interested;
- (c) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (d) 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
- (e) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) 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 his duty under section 176 of the Act.

15 DIRECTORS' CONFLICTS

- 15.1 The Directors may, in accordance with the requirements set out in this Article 15, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **"Interested Director"**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**"Conflict"**).
- 15.2 Any authorisation under this Article 15 will be effective only if:
- (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (b) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 15.3 Any authorisation of a Conflict under this Article 15 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 entitled to vote on the matter at a meeting of Directors in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - (d) impose upon 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 his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he 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 himself 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.
- 15.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 15.5 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 he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 15.6 A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Directors pursuant to this Article 15. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails:
- (a) to disclose any such information to the board or to any director or other officer or employee of the Company; and/or
 - (b) to use or apply any such information in performing his duties as a director of the Company.

16 NOTICES

- 16.1 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including facsimile, and a notice communicated by any such form of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed.
- 16.2 A notice required by these Articles to be given by the Company may be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article, "address" in relation to electronic communications includes any number or address used for the purposes of such communications
- 16.3 Subject to Article 16.4, any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted (or seven days after posting to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by facsimile or other electronic means, one hour after the document or information was sent or supplied; and

- (d) 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.

16.4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

16.5 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings.

17 INDEMNITY

Subject to the provisions of and to the extent permitted by law, every Director or other officer (excluding the Auditors) is entitled to be indemnified out of the assets of the Company against all liabilities which he may incur in or in connection with the performance or purported performance of his duties or the exercise, or the purported exercise, of his powers.

18 LIEN

18.1 The Company has a first and paramount lien on all Shares (whether or not such Shares are fully paid) registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable and whether payable in respect of monies unpaid on such Shares or otherwise). The Company's lien over Shares takes priority over any third party's interest in such Shares and extends to any dividend or other money payable by the Company in respect of such Shares and (if the Company's lien is enforced and such Shares are sold by the Company) the proceeds of sale of such Shares.

18.2 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.

18.3 Subject to the provisions of this Article, if a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of the Shares and the person to whom the lien enforcement notice was sent has failed to comply with it, the Company may sell those Shares in such manner as the Directors decide.

18.4 A lien enforcement notice may only be sent in respect of Shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed and must specify the Shares concerned and include a demand for payment of the sum payable within 14 days. It must be addressed either to the holder of such Shares or to a person entitled to such Shares by reason of the holder's death, bankruptcy or otherwise and must state the Company's intention to sell the Shares if the notice is not complied with.

18.5 If Shares are sold under this Article, 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 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.

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

- (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; and
- (b) second, in payment 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.

18.7 A statutory declaration by a Director or the secretary that the declarant is a Director or the secretary and that a Share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

19 CALL NOTICES

- 19.1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**Call**") which is payable to the Company in respect of amounts unpaid on any Shares at the date when the Directors decide to send the Call Notice. A Call Notice must state when and how any Call to which it relates is to be paid and may permit or require the Call to be made in instalments.
- 19.2 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent. Until the Call is paid, that person must pay the Company interest on the Call from the Call payment date at the rate of 5% per annum.
- 19.3 Before the Company has received any Call due under a Call Notice the Directors may revoke it wholly or in part, specify a later time for payment than is specified in the notice or by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.
- 19.4 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 on allotment, on the occurrence of a particular event or on a date fixed by or in accordance with the terms of issue.
- 19.5 If a person is liable to pay a Call and fails to do so by the Call payment date, the Directors may issue a notice of lien enforcement notice to that person and until payment in full of a Call, the relevant Shares shall not carry a right to vote in any circumstances including in respect of any resolution of any class of Shares.