

Company No. 09341564

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS

of

BALTIC SEA OFFSHORE INVESTMENT LIMITED

(the "Company")

2 November 2015

(the "Circulation Date")

We, the undersigned, being the sole eligible member of the Company (as defined in section 289 of the Companies Act 2006), irrevocably agree to the following resolutions of the Company, having effect as special resolutions, in each case in accordance with Chapter 2 Part 13 of the Companies Act 2006.

1 SPECIAL RESOLUTION

"THAT, the draft articles of association appended to these resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association "

2 SPECIAL RESOLUTION

"THAT, conditional on the passing of the resolution set out in paragraph 1, the 23,892,757 Ordinary Shares of €1 each in the capital of the Company be re-designated as 23,892,756 A Shares of €1 each and one B Share of €1 each, having the rights and being subject to the restrictions and obligations set out in the articles of association to be adopted by the resolution set out in paragraph 1 "



PERMANENT REPRESENTATIVE
For and on behalf of DIPESH PATEL



PERMANENT REPRESENTATIVE
MELANIE MOORE

MACQUARIE CORPORATE HOLDINGS PTY LIMITED (UK BRANCH)

Date 2 November 2015

THURSDAY



A19 *A4K0SV0B* 12/11/2015 #312
COMPANIES HOUSE

NOTES

- 1 If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company

 If you do not agree to the resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement
- 3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the resolutions to pass, it will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

ARTICLES OF ASSOCIATION



The Companies Act 2006

Articles of Association of Baltic Sea Offshore
Investment Limited

Private company limited by shares
(Incorporated on 4 December 2014)

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The Companies Act 2006

Articles of Association of Baltic Sea Offshore Investment Limited (the "Company")

Private company limited by shares
(Adopted by special resolution on 2 November 2015)

1 DEFINITIONS, INTERPRETATION AND LIMITATION OF LIABILITY

1 1 In these Articles, unless the context otherwise requires

"A Shares" means the A ordinary shares of €1 each in the capital of the Company,

"acting in concert" has the meaning set out in the City Code on Takeovers and Mergers,

"Affiliate" means, in relation to an entity

(a) a Group Undertaking of that entity,

(b) any general partner, limited partner, trustee, manager, adviser or nominee of such entity (or Group Undertaking of that entity), or an entity controlling (or a Group Undertaking of) such general partner, limited partner, trustee, manager, member, adviser or nominee,

(c) any Fund or other entity which is advised by, or the assets of which are managed from time to time by, any person referred to in (a) or (b) above, and

(d) any Fund or other entity of which that entity, or any person referred to in (a) or (b) above, is from time to time a general partner, trustee, nominee, manager, member or adviser but excluding any Group Company,

"Articles" means these articles (as amended from time to time) and **"Article"** means the appropriate section of these Articles,

"Auditor" means the auditor for the time being of the Company,

"Authorisation" means

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it, and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment of any of the matters referred to in paragraph (a) above,

"B Share" means the B ordinary share of €1 in the capital of the Company,

"Board" means the board of Directors of the Company for the time being or, as the context may admit, any duly authorised committee thereof,

"Board Meeting" means a meeting of the Board or a duly constituted committee thereof,

"Board Special Resolution" has the meaning given to it in the Shareholders' Deed,

"Business Day" means a day, excluding Saturdays and Sundays, on which banks are generally open in London, Amsterdam, Frankfurt and Luxembourg for the transaction of normal banking business,

"Change of Control" has the meaning given to it in the Shareholders' Deed,

"Companies Act" means the Companies Act 2006 including any modification or re-enactment thereof for the time being in force,

"corporation" means any body corporate or association of persons whether or not a company within the meaning of the Companies Act,

"Default Acceptance Notice" shall have the meaning given in Article 4 6(c),

"Default Acceptance Period" shall have the meaning given in Article 4 6(c),

"Default Event" shall have the meaning given in Article 4 6(e),

"Default Notice" shall have the meaning given in Article 4 6(a),

"Default Portion" means the relevant Non-Defaulting Shareholder's pro rata portion of the total Default Securities, calculated by dividing the number of Shareholder Securities for the time being held by such Non-Defaulting Shareholder by the aggregate number of Shareholder Securities held by all of the Non-Defaulting Shareholders, expressed as a percentage,

"Default Rate" has the meaning given to it in the Shareholders' Deed,

"Default Securities" shall have the meaning given in Article 4 6(a),

"Defaulting Shareholder" shall have the meaning given in Article 4 6(a),

"Director" or **"Directors"** means the Investor Directors and, if any are appointed, the independent directors appointed in accordance with Article 6 15 (*Independent Directors*), as the context requires (and, where the context permits, includes their respective alternate directors appointed in accordance with Article 9 (*Alternate directors*),

"Director Conflict" shall have the meaning given in Article 7 2(a),

"Distribution Policy" has the meaning given to it in the Shareholders' Deed,

"dividend" includes any distribution whether in cash or in kind,

"Drag-Along Buyer" shall have the meaning given in Article 4 4(a),

"Drag-Along Notice" shall have the meaning given in Article 4 4(a),

"electronic form" has the same meaning as in the Companies Act,

"Fair Market Value" means the value of the Default Securities agreed or determined in accordance with Article 4 6(f),

"Finance Documents" has the meaning given to it in the Shareholders' Deed,

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

"Fund" means unit trust, investment trust, limited partnership, general partnership or other collective investment scheme or other investment vehicle,

"Government Agency" means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, tax authority, regulatory authority or entity whether foreign, federal, state, territorial or local, including a Recognised Stock Exchange,

"Group Company" means the Company and HoldCo and any of their subsidiaries or holding companies from time to time, other than the Shareholders' Groups, ProjectCo and ProjectCo's subsidiaries, and **"Group"** shall be interpreted accordingly,

"Group Undertaking" means, in relation to any entity, its holding company (including without limitation a holding company interposed for the purposes of an internal reorganisation) or subsidiary of that entity or any subsidiary of such holding company, where "holding company" and "subsidiary" shall have the meanings given to them in section 1159 of the Companies Act,

"hard copy form" has the meaning given in section 1168 of the Companies Act,

"HoldCo" means Baltic Sea Offshore HoldCo Limited (registered number 9342577),

"HoldCo Loan Notes" means the loan notes constituted by HoldCo on or around the date of adoption of these Articles,

"holder", in relation to any Shares in the capital of the Company, means the person(s) entered in the register of members of the Company as the holder(s) of those Shares,

"Insolvency Event" has the meaning given to it in the Shareholders' Deed,

"instrument" means a document in hard copy form,

"Investor Director" means a Director appointed to the Board by a Shareholder in accordance with Article 6 1,

"Lenders" has the meaning given to it in the Shareholders' Deed,

"Non-Defaulting Shareholder" shall have the meaning given in Article 4 6(a),

"officer" means and includes a Director, manager or the secretary of the Company,

"Permitted Transfer" means a Transfer conducted in compliance with Article 4 2 (*Permitted Transfers*) and **"Permitted Transferee"** shall be construed accordingly,

"ProjectCo" means EnBW Baltic SCS, a common limited partnership (*Société en commandite simple*) established under the laws of the Grand Duchy of Luxembourg, with its registered office at 7A, rue Robert Stumper, 2557 Luxembourg, Grand Duchy of Luxembourg,

"ProjectCo SPA" has the meaning given to it in the Shareholders' Deed,

"Project Documents" has the meaning given to it in the Shareholders' Deed,

"Qualifying Stake" means securities comprising in aggregate ten per cent of the total Shares in issue at the relevant time, excluding the B Share,

"Recognised Stock Exchange" means a recognised investment exchange, recognised overseas investment exchange or designated investment exchange for the purposes of the Financial Services and Markets Act 2000,

"Relevant Investor" shall have the meaning given in the Shareholders' Deed,

"Relevant Securities" shall have the meaning given in Article 5 1(a),

"Security Interest" means a right, interest, power or arrangement in relation to an asset which provides security for the payment or satisfaction of a debt, obligation or liability (including under a bill of sale), mortgage, charge, lien, pledge, trust, power, deposit, hypothecation, arrangement for retention of title or other third party right or interest (legal or equitable) including any right of pre-emption, and includes an agreement to grant or create any of those things,

"Senior Holder" shall have the meaning given in Article 17 1(c),

"Shares" means the A Shares and the B Share,

"Shareholder" means a holder of Shares,

"Shareholder Accession Deed" has the meaning given in the Shareholders' Deed,

"Shareholder Securities" means

- (a) the Shares, and
- (b) the HoldCo Loan Notes,
- (c) any share capital of a Group Company or any instrument, document or security granting a right of subscription for, or conversion into, any share capital or other security of a Group Company,
- (d) any Shareholder Loan Stock, and
- (e) any Interest in any of the items described in limbs (a) to (d) above,

in each case, other than the B Share,

"Shareholder Loan Stock" means any Shareholder borrowing, loan stock, or any other instrument or security evidencing indebtedness (whether or not interest bearing) issued to a Shareholder by any Group Company including that issued in conjunction with, and/or

stapled to, any issued or to be issued share capital or other security of such Group Company,

"Shareholders' Deed" means an agreement between the Shareholders in relation to the Company and its subsidiaries (including HoldCo),

"Shareholders' Groups" means a Shareholder and its Affiliates, other than any Group Company or ProjectCo and its subsidiaries and any holding company of ProjectCo which is not otherwise a holding company of a Shareholder,

"Tag-Along Buyer" shall have the meaning given in Article 4 5(a),

"Tag-Along Notice" shall have the meaning given in Article 4 5(a),

"Tag-Along Securities" shall have the meaning given in Article 4 5(c),

"Tier 1 Shareholder Reserved Matter" has the meaning given in the Shareholders' Deed,

"Tier 1 Shareholder Resolution" means a resolution passed by Shareholders representing at least 90 per cent of the total voting rights of the Company,

"Tier 2 Shareholder Reserved Matter" has the meaning given in the Shareholders' Deed,

"Tier 2 Shareholder Resolution" means a resolution passed by Shareholders representing at least 75 per cent of the total voting rights of the Company,

"Transfer" means in relation to any Share, to

- (a) sell, assign, transfer or otherwise dispose of any legal, beneficial or equitable interest in it,
- (b) create or permit to subsist any Security Interest over it,
- (c) grant an option to acquire or option to divest it,
- (d) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive it,
- (e) enter into any agreement in respect of the votes or any other rights attached to it other than by way of proxy for a particular Shareholder meeting,
- (f) issue a derivative interest or a contract for difference over it, or
- (g) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing,

"Transferee" shall have the meaning given in Article 5 1(b),

"Transferor" shall have the meaning given in Article 5 1(b),

"Transferring Shareholder" shall have the meaning given in Article 4 4(a),

"transmittee" means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law,

"Unwinding" has the meaning given in the Shareholders' Deed, and

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

1 2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meanings as in the Companies Act as in force on the date of adoption of these Articles

1 3 In these Articles

- (a) headings are included for convenience only and shall not affect the construction of these Articles,
- (b) words denoting the singular include the plural and vice versa,
- (c) words denoting one gender include each gender and all genders,
- (d) references to persons are deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether having separate legal personality), and
- (e) where the word including is used it shall be deemed to read "including without limitation"

1 4 The regulations contained in the Model Articles of Association applicable to the Company under or pursuant to the Companies Act shall not apply to the Company

2 **PRIVATE COMPANY STATUS AND LIMITATION OF LIABILITY**

2 1 The Company is a private company limited by shares and accordingly any offer to the public to subscribe for any shares or debentures of the Company is prohibited

2 2 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them

3 **SHARES**

3 1 **Share capital**

The share capital of the Company at the time of adoption of these Articles is €23,892,757 divided into 23,892,756 A Shares and the B Share

3 2 **Share rights: income**

- (a) The A Shares entitle their holders to receive dividends out of profits of the Company available for distribution
- (b) The B Share does not entitle its holder to receive any dividends or to any other right of participation in the profits of the Company

3 3 **Share rights: capital**

On a return of capital on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied in the following manner and order of priority

- (a) first, in paying to the holders of the A Shares the par value of such shares,

- (b) second, in the event of an Unwinding only, in paying to the holders of the A Shares an amount equal to the Default Rate on the par value of such shares in accordance with the Shareholders' Deed,
- (c) third, in the event of an Unwinding only, in paying to the holder of the B Share, the par value of the B Share together with an amount equal to the compensation (if any) paid to HoldCo in connection with the costs and expenses reasonably incurred by it in connection with the Project pursuant to the terms of clause 20.3 of the ProjectCo SPA, up to an amount of €23.5 million, and
- (d) lastly, in distributing the balance amongst the holders of the A Shares (pro-rata to the number of A Shares held by them)

3.4 Share rights: voting

- (a) The A Shares entitle their holders to vote in accordance with Article 12
- (b) The B Share shall not carry any right to receive notice of or to attend or vote at any general meeting of the Company or on a resolution proposed in writing

3.5 Issue and allotment of Shares

- (a) Shares may be issued as nil, partly or fully paid
- (b) In accordance with section 567 of the Companies Act, the requirements of sections 561 and 562 of the Companies Act are excluded in relation to allotments of equity securities by the Company
- (c) The Directors shall not have the powers given by section 550 of the Companies Act
- (d) Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares
 - (i) with such rights or restrictions as may be determined by a Tier 1 Shareholder Resolution, and
 - (ii) which are to be redeemed, or are liable to be redeemed, at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares by a Board Special Resolution

3.6 Variation of rights

Subject to the terms of the Shareholders' Deed, whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (a) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class, or (b) with the sanction of a special resolution passed at a separate general meeting of the holders of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall, mutatis mutandis, apply, except that (i) the necessary quorum shall be two persons, present in person or by proxy or by duly authorised representative (if a corporation), who together hold or represent at least one-third in nominal value of the issued Shares of the relevant class (unless all the Shares of that class are registered in the name of a single holder, in which case the quorum shall be that holder, his proxy or his duly authorised representative (if a corporation)), but so that if, at any adjourned meeting of such holders, such a quorum is not present, then those holders who are present (in person or by proxy or by duly authorised representative (if a corporation))

shall be a quorum, (ii) any holder of Shares of the relevant class present in person or by proxy or by duly authorised representative (if a corporation) may demand a poll, and (iii) the holders of Shares of the relevant class shall, on a poll, have one vote in respect of every Share of that class held by them

4 **TRANSFER OF SHAREHOLDER SECURITIES**

4 1 **General**

No Shareholder Securities shall be Transferred otherwise than in accordance with the Shareholders' Deed and

- (a) Article 4 2 (*Permitted Transfers*),
- (b) Article 4 3 (*Pre-emption on Transfer*),
- (c) Article 4 4 (*Drag-Along*),
- (d) Article 4 5 (*Tag-Along*),
- (e) Article 4 6 (*Mandatory Transfers*), and
- (f) Article 5 (*Terms and consequences of Transfer*)

4 2 **Permitted Transfers**

A Shareholder may, at any time, Transfer any Shareholder Securities to an Affiliate on giving prior written notice to the other Shareholders and the Company, provided that

- (a) should the Transferee cease to be an Affiliate of the Transferor (save where the Transferee ceases to be an Affiliate as a result of being removed for cause as a general partner, limited partner, trustee, manager, adviser or nominee of any Fund or other entity referred to in limb (c) or (d) of the definition of "Affiliate"), the Transferee and Transferor shall procure that the relevant Shareholder Securities be transferred to the Transferor or another of its Affiliates, and
- (b) the provisions of Article 5 (*Terms and consequences of Transfers*) are complied with

4 3 **Pre-emption on Transfer**

- (a) If any Shareholder wishes to Transfer any Shareholder Securities it owns (a "**Transferring Shareholder**"), other than (i) pursuant to Article 4 2, or (ii) pursuant to any written agreement between all of the Shareholders, or (iii) where the terms of Article 4 4 or 4 5 apply, it shall not do so unless it has first issued a written notice (a "**ROFO Notice**") to each other Shareholder (each, a "**Non-Transferring Shareholder**") identifying the number and type of Shareholder Securities to which the ROFO Exercise Notice (as defined below) relates (which, for the avoidance of doubt, need not be all of the Shareholder Securities held by the Transferring Shareholder but shall be subject to Article 5 2(b)) (the "**Transfer Securities**")
- (b) Before the expiry of a period of 30 Business Days from receipt of the ROFO Notice (the "**ROFO Exercise Period**"), if a Non-Transferring Shareholder wishes to purchase any Transfer Securities, it may send a written notice (a "**ROFO Exercise Notice**") to the Transferring Shareholder identifying (i) such number of Transfer Securities to which the ROFO Exercise Notice relates, which shall be a minimum of that Non-Transferring Shareholder's Proportional Entitlement (subject to compliance with Article 5 2(b)), (ii) the price offered for the relevant Transfer

Securities, and (iii) any other material terms and conditions to which its offer is subject. A ROFO Exercise Notice shall be irrevocable. For the purposes of this Article 4.3, "**Proportional Entitlement**" shall mean the relevant Shareholder's pro-rata proportion of the Transfer Securities, disregarding the Shareholder Securities held by the Transferring Shareholder. If a Non-Transferring Shareholder fails to provide a ROFO Exercise Notice prior to the end of the ROFO Exercise Period, it shall be deemed to have waived its rights to purchase any Transfer Securities under this Article 4.3(b).

(c) If, prior to the expiry of the ROFO Exercise Period, the Transferring Shareholder receives one or more ROFO Exercise Notices from other Shareholders (each, an "**Offering Shareholder**"), the Transferring Shareholder may within 20 Business Days of expiry of the ROFO Exercise Period and at its sole discretion

(i) subject to Article 4.3(f) below, decline any offer set out in a ROFO Exercise Notice and shall notify the Offering Shareholder, in writing, accordingly, or

(ii) accept (subject to any terms specified in the ROFO Exercise Notice) an offer set out in a ROFO Exercise Notice (being an "**Accepted Offer**"), provided that if the aggregate number of Shareholder Securities offered to be acquired pursuant to all Accepted Offers is greater than the number of Transfer Securities, the number of Transfer Securities an Offering Shareholder may acquire shall be adjusted down by reference to each Offering Shareholder's Proportional Entitlement (disregarding for this purpose Shareholder Securities held by (A) any non-Offering Shareholder and (B) any Offering Shareholder whose offer is declined pursuant to sub-Article (i) above)

(d) If the Transferring Shareholder accepts a ROFO Exercise Notice, it shall

(i) issue a written notice to the relevant Offering Shareholder, all other Shareholders and the relevant Group Companies, identifying the Transfer Securities subject to the Transfer, and

(ii) Transfer the Transfer Securities to the Offering Shareholder,

within 20 Business Days following expiry of the ROFO Exercise Period and in accordance with Article 5

(e) Each of the Shareholders shall use all reasonable endeavours to procure (so far as it is legally permissible) that each relevant Group Company duly registers the Transfer of any Transfer Securities

(f) If the Transferring Shareholder

(i) does not receive a ROFO Exercise Notice in respect of some or all of the Transfer Securities, or

(ii) declines any ROFO Exercise Notice received,

it shall be entitled, within six months from the expiry of the relevant ROFO Exercise Period and in accordance with Article 5, to enter into a legally binding agreement to Transfer those Transfer Securities which are not the subject of an accepted ROFO Exercise Notice to a third party on terms no more favourable to that third party than as set out in a relevant ROFO Exercise Notice received but declined (if any). The Transferring Shareholder shall, at the request of any of the other Shareholders, provide them with written confirmation of compliance with this Article 4.3(f) certified by an officer or duly authorised representative of the Transferor.

- (g) Any Shareholder may, by notice in writing to the Transferring Shareholder, assign its rights to acquire the Transfer Securities to any of its Permitted Transferees, subject to the terms of Article 5

4 4 **Drag-Along**

- (a) Where a proposed Transfer (or series of Transfers) effected on arm's length terms would result in a proposed Transferee (together with its Affiliates or any person acting in concert with it) (the "**Drag-Along Buyer**") holding at least 80 per cent of the A Shares, then within ten Business Days of the Drag-Along Buyer agreeing to purchase the Shareholder Securities of the Shareholder(s) that wishes/wish to transfer such Shareholder Securities (the "**Transferring Shareholder(s)**"), the Transferring Shareholder(s) may, at its/their sole discretion, serve a written notice (the "**Drag-Along Notice**") on each other Shareholder
- (b) The Drag-Along Notice shall
 - (i) require each other Shareholder to sell all (but not some only) of its Shareholder Securities to the Drag-Along Buyer at the same price (which need not be cash consideration) and on the same terms and conditions as the Drag-Along Buyer has offered to the Transferring Shareholder(s), and
 - (ii) be accompanied by copies of all documents required to be executed and/or delivered by the other Shareholders to give effect to the required transfer
- (c) Each other Shareholder shall be obliged to sell all of its Shareholder Securities to the Drag-Along Buyer
 - (i) on the sale date which is set out in the Drag-Along Notice, which date shall not be before one day following the later of (i) the date of service of the Drag-Along Notice and (ii) the date on which all the conditions precedent set out or referred to in the Drag-Along Notice are satisfied or waived, and
 - (ii) provided that it shall not be obliged to transfer any Shareholder Securities to the Drag-Along Buyer unless, prior to or simultaneously with such transfer, the Transferring Shareholder(s) transfer(s) the Shareholder Securities which triggered the issue of the Drag-Along Notice
- (d) For the avoidance of doubt, any Transfer by the Transferring Shareholder to the Drag-Along Buyer under this Article 4 4 shall be subject to the terms of Article 5 2(b) and to the Finance Documents

4 5 **Tag-Along**

- (a) Where a proposed Transfer (or series of Transfers) by one or more Transferring Shareholder(s) would result in a proposed Transferee (together with its Affiliates or any person acting in concert with it) (the "**Tag-Along Buyer**") holding at least 80 per cent of the A Shares, the Transfer shall not be made unless the Tag-Along Buyer has unconditionally offered in writing (the "**Tag-Along Notice**") to purchase the Shareholder Securities of each other Shareholder. No Tag-Along Notice shall be served if a Drag-Along Notice is triggered pursuant to Article 4 4 (*Drag-Along*)
- (b) The Tag-Along Notice shall
 - (i) include an offer that each other Shareholder shall be entitled sell all or some of its Shareholder Securities to the Tag-Along Buyer at the same price (which need not be cash consideration) and on the same terms and conditions as the Tag-Along Buyer has offered to the Transferring Shareholder(s), and

- (ii) be accompanied by copies of all documents required to be executed and/or delivered by the other Shareholders to give effect to the transfer
- (c) If any other Shareholder wishes to Transfer pursuant to the Tag-Along Offer, it shall send a written notice to the Tag-Along Buyer within 20 Business Days of receipt of the Tag-Along Notice electing to sell all or some of its Shareholder Securities (provided that a sale of part only of certain of its Shareholder Securities shall be accompanied by a pro-rata sale of all types of Shareholder Securities held by it) (the "**Tag-Along Securities**") at the price and on the terms set out in the Tag-Along Notice
- (d) Completion of the sale of the Tag-Along Securities shall take place simultaneously with the Transfer by the Transferring Shareholder of its/their Shareholder Securities which triggered the Tag-Along Notice
- (e) For the avoidance of doubt, any Transfer by the Transferring Shareholder to the Tag-Along Buyer under this Article 4.5 shall be subject to the terms of Article 5.2(b) and to the Finance Documents

4.6 **Mandatory Transfers**

- (a) If a Default Event occurs in relation to a Shareholder (such Shareholder being a "**Defaulting Shareholder**"), that Defaulting Shareholder shall immediately notify all other Shareholders (the "**Non-Defaulting Shareholders**") and the Company in writing of the occurrence of the Default Event (the "**Default Notice**"), which shall identify all of the Defaulting Shareholder's and its Affiliates' Shareholder Securities (and any Shareholder Securities to which that Defaulting Shareholder is or has become entitled, including as a result of the operation of the claw-back provisions set out in Article 4.2(a)) (in aggregate, the "**Default Securities**")
- (b) Upon the issue of a Default Notice, the Defaulting Shareholder (together with any Affiliates to which it has transferred any Shareholder Securities pursuant to these Articles) shall be deemed to have offered the Default Securities to the Non-Defaulting Shareholders. Each Non-Defaulting Shareholder shall be entitled to purchase its Default Portion of the Default Securities. The price payable by the Non-Defaulting Shareholders for the Default Securities shall be an amount in Euros equal to 90 per cent of the Fair Market Value as at the date of the Default Notice, which represents a genuine pre-estimate of the loss which the Non-Defaulting Shareholder(s) would suffer or incur as a result of a Default Event occurring in relation to a Shareholder and is reasonable and commercially justified
- (c) Before the expiry of a period of 20 Business Days from the later of (i) receipt of the Default Notice and (ii) agreement or determination of the Fair Market Value (the "**Default Acceptance Period**"), any Non-Defaulting Shareholder that wishes to purchase the relevant Default Portion of the Default Securities (an "**Accepting Non-Defaulting Shareholder**") may send a written notice (a "**Default Acceptance Notice**") to the Defaulting Shareholder, copied to the Company, stating
 - (i) that it agrees to purchase its Default Portion at Fair Market Value, and
 - (ii) whether it would accept, on the same terms, any additional Default Securities (specifying a maximum number thereof) which have not been accepted by other Non-Defaulting Shareholders
- (d) Following the expiry of the Default Acceptance Period, the Defaulting Shareholder
 - (i) shall notify the Company of the Default Acceptance Notices received by it,

- (ii) shall Transfer the relevant proportion of the Default Securities to the Accepting Non-Defaulting Shareholders in accordance with Article 5 (*Terms and consequences of Transfers*), and
 - (iii) may, in respect of the Transfer Securities (if any) which are not the subject of a Default Acceptance Notice, Transfer such Default Securities to a bona fide third party at Fair Market Value on the date of the Default Notice within a period of four months commencing on the expiry of the Default Acceptance Period, subject to the terms of Article 5 (*Terms and consequences of Transfer*)
- (e) For the purposes of this Article 4 6, a "**Default Event**" occurs in relation to a Shareholder if
- (i) that Shareholder is in material breach of the Shareholders' Deed, the Finance Documents and/or the Project Documents and either (A) the breach is not capable of being remedied, or (B) that Shareholder does not remedy the breach as soon as possible and in any event within 20 Business Days of it receiving notice from the other Shareholders, a Group Company, the Lenders, or ProjectCo (as applicable) requiring to remedy such breach,
 - (ii) that Shareholder suffers an Insolvency Event, or
 - (iii) that Shareholder, or any of its holding companies is subject to a Change of Control, other than (A) a Change of Control previously approved in writing by the other Shareholders, (B) a Change of Control resulting from that Shareholders' Group having undergone a bona fide reorganisation of its business, (C) a Change of Control of an Affiliate of that Shareholder to which the claw back in Article 4 2(a) applies, and (D) a Change of Control of a listed parent undertaking
- (f) For the purposes of this Article 4 6, "**Fair Market Value**" means the value of the Default Securities agreed or determined in accordance with this Article 4 6(f)
- (i) If Fair Market Value cannot be agreed between the Shareholders within five Business Days after the date on which the Shareholders first discuss the value of such Default Securities in relation to the relevant event, it shall be determined by an independent expert which shall be an internationally recognised investment bank or international accounting firm appointed by the Board
 - (ii) If there is a disagreement as to the identity of the independent expert which cannot be resolved within five Business Days, such expert shall be appointed upon application by the Board (provided that any resolution of the Board for these purposes shall not require the approval of any Investor Director appointed by the Defaulting Shareholder or any of its Affiliates) by the International Centre for Expertise in accordance with the provisions for the appointment of experts under the Rules for Expertise of the International Chamber of Commerce
 - (iii) The independent expert will determine the value of the Default Securities on the following bases
 - (A) valuing the Default Securities on the basis of an arm's length sale between a willing seller and a willing buyer who are acting knowledgeably, prudently and without compulsion,
 - (B) if the Group is then carrying on business as a going concern, on the assumption that it shall continue to do so,

- (C) that the Default Securities to be sold are capable of being transferred without restriction, and
- (D) valuing any Default Securities as a rateable proportion of the total value of all the Shareholder Securities without any premium or discount being attributed to the class(es) of the Default Securities or the percentage of the Shareholder Securities which they represent
- (iv) The independent expert will act as an expert and not as an arbitrator and its decision will be final and binding, save in the case of manifest error
- (v) The cost and expenses of the expert will be borne by the Defaulting Shareholder
- (vi) Each Shareholder and the Company must provide all information and assistance reasonably requested by the expert for the purposes of valuing the relevant Default Securities
- (vii) This Article 4 6 shall be subject to the terms of the Finance Documents

5 TERMS AND CONSEQUENCES OF TRANSFERS

5 1 Application and definitions

This Article 5 (*Terms and consequences of Transfers*) applies to Transfers of Shareholder Securities by the Shareholders pursuant to Article 4 2 (*Permitted Transfers*), Article 4 3 (*Pre-emption on Transfer*), Article 4 4 (*Drag-Along*), Article 4 5 (*Tag-Along*) and Article 4 6 (*Mandatory Transfers*) and in the remainder of this Article 5

- (a) the Shareholder Securities which are to be Transferred under these Articles are referred to as the "**Relevant Securities**", and
- (b) the Shareholder Transferring the Relevant Securities under these Articles is referred to as the "**Transferor**" and the recipient of those Relevant Securities is referred to as the "**Transferee**"

5 2 Obligations on Transfer

- (a) Any Transfer
 - (i) must, save for a Transaction (A) to a Permitted Transferee, or (B) which is a grant of a Security Interest pursuant to the Finance Documents, be a Transfer to a Relevant Investor,
 - (ii) must be accompanied by a duly executed and delivered Shareholder Accession Deed (except where the Transfer is to an existing Shareholder),
 - (iii) must be a Transfer to the same Transferee of the entire legal and beneficial interest in all of the Relevant Securities, save that, in the case of a Transfer to an Affiliate or by a trustee, nominee or custodian to another trustee, nominee or custodian of the same trust, such Transfer may be of the legal interest only,
 - (iv) must be permitted pursuant to the terms of the Project Documents and the Finance Documents and must not constitute a default under, breach of, or give rise to a requirement to prepay debt owing by any Group Company under the terms of the Finance Documents,

- (v) shall be subject to the Transferor and the Transferee obtaining any necessary third party consents (including anti-trust approvals),
 - (vi) must not cause a breach of any regulatory requirement relating to the Group,
 - (vii) which is a grant of a Security Interest (other than in the case of such grant to an Affiliate) must be
 - (A) made under a Finance Document,
 - (B) part of a refinancing of debt under any Finance Document, or
 - (C) approved in writing by all of the Shareholders, and
 - (viii) must not result in the revocation of any Authorisation held by any Group Company or ProjectCo, if such Transfer required any prior Authorisation, unless and until such Authorisation, consent or approval was forthcoming (and only to the extent such Authorisation, consent or approval was not conditional on anything which, in the reasonable opinion of the Non-Transferring Shareholders, was detrimental to those Shareholders or to a Group Company or ProjectCo), and
 - (ix) must be in accordance with the Finance Documents
- (b) Unless otherwise agreed in writing by all Shareholders, any Transfer of Relevant Securities must be accompanied by a Transfer of a pro rata amount of all types of Shareholder Securities held by the Transferor. Each Shareholder agrees and undertakes (notwithstanding that the Shareholder Securities may be freely transferable in accordance with their terms) not to Transfer any such Shareholder Securities otherwise than on such basis or with the prior written agreement of all other Shareholders
 - (c) Any Transfer or purported Transfer of Relevant Securities made in breach of these Articles shall be void ab initio and of no effect and shall be disregarded by the Company, which shall refuse to register or recognise any such transfer
 - (d) Upon registration of a Transfer of Relevant Securities, and provided the provisions of this Article 5 shall have been complied with, the benefit of each of the rights and the burden of each of the obligations and restrictions of a Shareholder hereunder (in such capacity) shall attach to the Transferee
 - (e) The Directors shall (i) register the Transfer of any Relevant Securities made pursuant to and in compliance with the provisions of these Articles, and (ii) refuse to register or recognise the purported transfer of any Relevant Securities in breach of any provision of these Articles
 - (f) If a Transfer of Relevant Securities may result in a change in the holdings of Shareholder Securities by the Shareholders which would require the approval or consent of any Government Agency, then all applicable time periods under Article 4 shall be extended for as long as is reasonably necessary in order to obtain such approval or consent or to determine that no such approval or consent is necessary. Each Shareholder shall use reasonable endeavours to obtain any such approval or consent as promptly as practicable

5.3 Completion matters in respect of the Relevant Securities

- (a) At completion of the Transfer of the Relevant Securities

- (i) the Transferee shall
 - (A) pay to the Transferor or its nominee, as against the transfer and delivery specified in sub-Article (ii), the consideration for the Relevant Securities at the specified price, and
 - (B) execute and deliver a Shareholder Accession Deed (except where the Transfer is to an existing Shareholder), and
- (ii) the Transferor shall
 - (A) (acting directly or through its attorney) deliver to the Transferee the necessary duly executed instruments of transfer in respect of the Relevant Securities in favour of the Transferee (or as it may direct) and, if required by the Transferee, a voting power of attorney to enable the Transferee to exercise voting rights in respect of the Relevant Securities, pending registration of the Transfer,
 - (B) deliver to the Company the relevant certificates in respect of the Relevant Securities (or an indemnity in respect thereof in a form reasonably satisfactory to the Transferee),
 - (C) be deemed to warrant to the Transferee that it is the sole legal and beneficial owner of the Relevant Securities and that it has full power and capacity to perform its obligations under this Article 5 and to execute the relevant documents to be executed by it (or them) to effect the Transfer of the Relevant Securities, and
 - (D) transfer the Relevant Securities with the benefit of all rights attaching to them as at the date of the Transfer
- (b) Each of the Transferor, the Transferee and the Company hereby severally undertakes to each other to
 - (i) procure (insofar as it is able) that the Transfer shall be registered (subject to the instruments of transfer being duly stamped with any necessary stamp duty at the expense of the Transferee),
 - (ii) take all such steps and do all such things as it is lawfully able to approve and sign or otherwise execute and/or deliver, all documents, and
 - (iii) to do all other acts and things (including updating the register of members and register of transfers, issuing the Transferee with a certificate in respect of the Relevant Securities and cancelling the certificate(s) of the Transferor),

in each case to reflect the transfer to the Transferee of the Relevant Securities and all rights attaching thereto which are reasonably necessary to give full effect to the Transfer

5.4 **Enforcement of a Transfer in the event of a breach**

- (a) If the Transferor shall fail or refuse to transfer any Relevant Securities in accordance with its obligations under this Article 5, the Company may
 - (i) authorise any person to execute and deliver on its behalf the necessary transfer(s),

- (ii) receive the purchase consideration in trust for the Transferor (the receipt by the Company of the consideration shall be a good discharge to the Transferee (who shall not be bound to see to the application thereof), and
 - (iii) cause the Transferee to be registered as the holder of such Relevant Securities, once any applicable stamp duty or other tax or duty has been paid
- (b) After the Transferee has been registered as the holder of the Relevant Securities being Transferred in exercise of these powers
 - (i) the validity of the Transfer shall not be questioned by any person,
 - (ii) the Transferor shall surrender its certificates (or provide an indemnity in respect thereof in a form reasonably satisfactory to the Transferee), and
 - (iii) following compliance of the Transferor with sub-Article (ii) above, the Transferor shall be entitled to the consideration for the Relevant Securities

5 5 **General**

- (a) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the Transferor
- (b) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share
- (c) The Company may retain any instrument of transfer which is registered
- (d) The Transferor remains the holder of a Share until the Transferee's name is entered in the register of members as holder of it
- (e) If the Board declines, in accordance with Article 5 2(e), to register a Transfer, the instrument of transfer must be returned to the Transferee with the notice of refusal unless the Directors suspect that the proposed transfer may be fraudulent

5 6 **Transmission of Shares**

- (a) Subject to Articles 4 and 5, if title to a Share passes to a transmittee, the Company may recognise only the transmittee as having any title to that Share
- (b) Subject to Article 5 6(c), a transmittee who produces such evidence of entitlement to Shares as the Directors may properly require
 - (i) may, subject to these Articles, choose either to become the holder of those Shares or to have them transferred to another person, and
 - (ii) subject to these Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had
- (c) Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares

5 7 **Exercise of transmittees' rights**

- (a) Subject to Articles 4 and 5, transmitters who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish
- (b) If the transmitter wishes to have a Share transferred to another person, the transmitter must execute an instrument of transfer in respect of it
- (c) Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

5 8 Transmitters bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a transmitter (or any person nominated by the transmitter under Article 5 7(b)) is entitled to those Shares, the transmitter (or any person nominated by the transmitter under Article 5 7(b)) is bound by the notice if it was given to the Shareholder before the transmitter's name, or the name of any person nominated under Article 5 7(b), has been entered in the register of members

5 9 Company not bound by less than absolute interests

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

5 10 Share certificates

- (a) The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds
- (b) Every certificate must specify
 - (i) in respect of how many Shares, of what class, it is issued,
 - (ii) the nominal value of those Shares,
 - (iii) whether the Shares are fully paid, and
 - (iv) any distinguishing numbers assigned to them
- (c) No certificate may be issued in respect of Shares of more than one class
- (d) If more than one person holds a Share, only one certificate may be issued in respect of it and delivery of a certificate to the Senior Holder shall constitute delivery to all of them
- (e) Every certificate must be issued under the Company's seal, which may be affixed or printed on it, be signed by a director and the company secretary (if any) of the Company, or by two directors of the Company, or by one director of the Company in the presence of a witness who attests his signature, or be issued in any other manner from time to time permitted by the Companies Act

5 11 Replacement share certificates

- (a) If a certificate issued in respect of a Shareholder's Shares is

- (i) damaged or defaced, or
- (ii) said to be lost, stolen or destroyed,

that Shareholder is, subject to having first complied with Articles 5 11(b)(ii) and (b)(iii), entitled to be issued with a replacement certificate in respect of the same Shares

- (b) A Shareholder exercising the right to be issued with such a replacement certificate
 - (i) may at the same time exercise the right to be issued with a single certificate or separate certificates,
 - (ii) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and
 - (iii) must comply with such conditions as to evidence and indemnity as the Directors decide

6 THE BOARD

6 1 Investor Directors

- (a) Subject to Article 6 1(b), each Shareholder may, in respect of each whole Qualifying Stake held by it, appoint to the Board a person nominated by it as an Investor Director and, having appointed such director, remove him
- (b) The number of Investor Directors appointed by each Shareholder shall not exceed three

6 2 Votes of Investor Directors

The Investor Director(s) appointed by each Shareholder, present and eligible to vote at a Board Meeting, shall collectively (or, if only one is present and eligible to vote at the relevant Board Meeting, solely) cast such number of votes at a Board Meeting as is equal to the number of Qualifying Stakes held by its/their appointing Shareholder, save that nothing shall oblige the Investor Directors appointed by the same Shareholder to vote in the same way on a particular resolution. In the absence of unanimous agreement between Investor Directors appointed by a Shareholder on a particular resolution, the votes able to be cast by those Investor Directors shall be divided among them as they shall determine from time to time and, in the absence of such determination, the Shareholder that nominated such Investor Directors shall determine how such votes should be divided

6 3 Directors' general authority

Subject to these Articles and the Shareholders' Deed, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

6 4 Directors may delegate

- (a) Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles
 - (i) to such person or committee,
 - (ii) by such means (including by power of attorney or otherwise),
 - (iii) to such an extent,

(iv) in relation to such matters or territories, and

(v) on such terms and conditions,

as they think fit

- (b) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- (c) The Directors may revoke any delegation in whole or part, or alter its terms and conditions at their discretion
- (d) Where a provision in these Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee or a member of a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee or a member of a committee

6 5 Committees

- (a) Committees to which the Directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of these Articles which govern the taking of decisions by Directors
- (b) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them
- (c) Unless otherwise agreed in writing by all Shareholders, a committee of the Directors must include at least one Investor Director appointed by each Shareholder

6 6 Directors to take decisions collectively

Subject to the Shareholders' Deed, the general rule about decision-making by Directors is that any decision of the Directors must be either a decision taken at a meeting or a decision taken in the form of a directors' written resolution in accordance with Article 6 7

6 7 Written resolutions

- (a) The Board may pass resolutions without a meeting being held if each of the Investor Directors eligible to vote at a Board Meeting signs a document containing a statement that they are in favour of the resolution
- (b) Separate copies of a document may be used if the words of the resolution and statement are identical in each copy
- (c) The resolution shall be passed upon the agreement of the last Director required to pass such resolution
- (d) References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter and whose vote would have counted had it been proposed as a resolution at a Board Meeting
- (e) A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting
- (f) An alternate director shall not be entitled to sign or vote in favour of a written resolution if the Investor Director that appointed that alternate director has

previously submitted written notice to the Chairman of his non-approval of such resolution

6 8 Calling a Board Meeting

- (a) Any Director may call a Board Meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice
- (b) Notice of any directors' meeting must indicate
 - (i) its proposed date and time,
 - (ii) where it is to take place, and
 - (iii) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- (c) Notice of a Board Meeting must be given to each Director and shall be in writing
- (d) Notice of a Board Meeting need not be given to Directors who waive their entitlement to written notice of that meeting, by giving notice to that effect to the Company either before or on the date on which the meeting is held

6 9 Participation in Board Meetings

- (a) Subject to these Articles, Directors participate in a Board Meeting, or part of a Board Meeting, when
 - (i) the meeting has been called and takes place in accordance with these Articles, and
 - (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- (b) In determining whether Directors are participating in a Board Meeting, it is irrelevant where any Director is or how they communicate with each other
- (c) Subject to the Shareholders' Deed, if all the Directors participating in a meeting are not in the same place, they may decide that the Board Meeting is to be treated as taking place wherever any of them is, provided that every Board Meeting shall be held in England and Wales and shall be conducted in the English language

6 10 Quorum

- (a) No business shall be transacted at any Board Meeting unless a quorum is present at the time when the meeting proceeds to business and remains present during the transaction of business
- (b) Subject to Articles 6 12 (*Adjournment of Board Meetings*) and 7 (*Directors' interests*), the quorum for Board Meetings shall be one Investor Director representing each Shareholder
- (c) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the Shareholders to appoint further Directors

6 11 **Chairing of Board Meetings**

- (a) The Directors may appoint a Director to chair their meetings
- (b) The person so appointed for the time being is known as the chairman
- (c) In the event of an equality of votes, such chairman shall not be entitled to a casting vote

6 12 **Adjournment of Board Meetings**

- (a) If a quorum is not present at a Board Meeting within 30 minutes of the time appointed for the meeting (the "**Original Meeting**"), that meeting shall be adjourned to a date and time agreed in writing by at least one Investor Director appointed by each Shareholder being not less than two Business Days or more than 10 Business Days following the date and time of the Original Meeting (such meeting being the "**Reconvened Meeting**") If no agreement is reached in writing by at least one Investor Director appointed by each Shareholder, the Reconvened Meeting shall take place at the same time of day and place as the Original Meeting on the date that is 15 Business Days following the Original Meeting
- (b) Notice of any Reconvened Meeting shall be given to all Directors and, unless otherwise agreed in writing by the Shareholders, business of any such meeting shall be restricted to matters set out in the agenda of issues for discussion at the Original Meeting
- (c) If a quorum is not present at any Reconvened Meeting within 30 minutes of the time appointed for the Reconvened Meeting, those Directors present at the Reconvened Meeting shall, notwithstanding Article 6 10 (*Quorum*), form a valid quorum, provided that the business of such Reconvened Meeting shall be restricted to the matters set out in the agenda of the Original Meeting or such other matters as the Shareholders may otherwise have agreed in writing

6 13 **Records of decisions to be kept**

The directors or the company secretary (if any) must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision

- (a) of all appointments of officers made by the directors,
- (b) of every decision taken by the directors, including by written resolution, and any committee of the directors, and
- (c) of all proceedings of general meetings of the Company and of the holders of any class of shares in the Company

6 14 **Directors' discretion to make further rules**

Subject to these Articles and the Shareholders' Deed, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

6 15 **Independent Directors**

If approved pursuant to a Tier 1 Shareholder Resolution, a maximum of two independent directors may be appointed to the Board and, once appointed, may be removed pursuant to a Tier 1 Shareholder Resolution

7 DIRECTORS' INTERESTS

7.1 Investor Directors' representation of Shareholders

- (a) To the extent permitted by applicable law, an Investor Director appointed by a Shareholder may take into account and represent the interests of such Shareholder (to the exclusion of the interests of the other Shareholders) when considering any resolutions proposed at a Board Meeting or other matters brought before the Board or otherwise acting in performance of that Investor Director's duties and powers
- (b) An Investor Director shall be under no duty to the Company with respect to any information which he obtains or has obtained by means of his connection with his appointing Shareholder and in respect of which he owes a legal duty of confidentiality to another person. In particular, an Investor Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act because he fails
 - (i) to disclose any such information to the Directors or to any Director or other officer or employee of the Company, and/or
 - (ii) to use any such information in performing his duties as a Director or officer or employee of the Company
- (c) Subject always to the provisions of the Shareholders' Deed, each of the Investor Directors and each of their respective alternate directors, is hereby authorised to disclose all information made available to him as an Investor Director or alternate director to the Shareholder that appointed him or to any entity or individual that the Shareholder could provide such information to under the provisions of clause 15.3(c) of the Shareholders' Deed

7.2 Investor Directors' and Shareholders' interests

- (a) Each Investor Director, when he becomes actually aware of any interest (as described in Article 7.1(a) above) of the Shareholder which appointed him shall, at the earliest reasonable opportunity (and, in any case, prior to any proposed contract or transaction or other arrangement or relationship being entered into), disclose at a Board Meeting
 - (i) any contract or transaction or proposed contract or transaction or other arrangement or relationship between, on the one hand, the appointing Shareholder or any Affiliate of that Shareholder (as the case may be), and, on the other hand, any Group Company, and
 - (ii) any direct or indirect interest of that Shareholder or any Affiliate of that Shareholder in any contract or transaction or proposed contract or transaction or other arrangement or relationship with any Group Company,

and in each such case, where that Shareholder and/or any of its or their Affiliates or the Investor Director himself has or might reasonably be expected to have a direct or indirect financial or commercial interest in the outcome of a decision on any such matter, other than an interest as a Shareholder in common with other Shareholders or as a Director in common with other Directors, it shall be deemed to be a "**Director Conflict**"

- (b) Any Investor Director that has been appointed by a Shareholder which is the subject of the Director Conflict, or any Investor Director who is himself the subject of the Director Conflict, shall not be entitled (without the prior written consent of all of non-conflicted Investor Directors present and entitled to vote, which shall constitute authorisation for the purposes of section 175 of the Companies Act and

may be subject to any conditions or limitations as deemed appropriate) to, in respect of any matter relating to any such Director Conflict, receive any materials or attend or speak at Board Meetings, count towards the quorum or vote in respect of any relevant resolution

7 3 Permitted interests

- (a) Provided that he has disclosed to the Directors the nature and extent of any interest of his in accordance with and to the extent required by the Companies Act or the interest is deemed disclosed by Article 7 3(b), a Director, notwithstanding his office

(i) may be a Director or other officer of, or employed by or hold any other place of profit (otherwise than as Auditor) of, any body corporate in which the Company is interested or any Group Company or any body corporate in which any Group Company is interested, and

(ii) may act, by himself or through a firm in which he is interested, in a professional capacity for the Company or any Group Company or any body corporate in which any Group Company is interested (otherwise than as Auditor),

and

(A) he shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which he or any other person derives from any such office or employment or from acting in a professional capacity or from any interest in any such undertaking or body corporate, and

(B) receipt of any such remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Companies Act

- (b) For the purposes of this Article 7

(i) a Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a Director, officer or employee of any Group Company, and

(ii) a conflict of interest includes a conflict of interest and duty and a conflict of duties

8 APPOINTMENT AND REMOVAL OF DIRECTORS

- 8 1 A Shareholder making an appointment of an Investor Director shall do so by giving to the Company and the other Shareholders written notice of such appointment, specifying the date and time the appointment is to take effect (not being earlier than the date on which such notice is given) and providing written confirmation that such individual has consented to act as an Investor Director

- 8 2 A Shareholder effecting the removal of an Investor Director shall

(a) do so by giving to the Company and the other Shareholders written notice of the removal, specifying the date and time the removal is to take effect (not being earlier than the date on which such notice is given),

(b) be responsible for and agree to indemnify and keep indemnified the other Shareholders and the Company on demand against all losses, liabilities and costs

which the other Shareholders and the Company may incur arising out of, or in connection with, any claim by that Investor Director for wrongful or unfair dismissal or redundancy or other compensation arising out of that Investor Director's removal or loss of office

8 3 If the number of Investor Directors that any Shareholder is permitted to appoint pursuant to Article 6 1 (*Investor Directors*) decreases as a consequence of the relevant Shareholder reducing its shareholding in the Company, or an Investor Director appointed by a Shareholder is disqualified from acting as a Director under applicable law, the relevant Shareholder shall

- (a) immediately notify the Company and the other Shareholders in writing of the details of which Investor Director(s) will be removed, and
- (b) procure (so far as it is legally able) that the relevant Investor Director(s) be removed from the Board, as soon as reasonably practicable

8 4 If a Shareholder fails to serve notice under Article 8 3(a) or fails or unreasonably delays in removing the relevant Investor Director(s) under Article 8 3(b), the other Shareholders shall be entitled to remove the last Investor Director(s) appointed by the relevant Shareholder or, if applicable, the disqualified Investor Director, and

- (a) the other Shareholders shall immediately provide notice of such removal to the relevant Shareholder and the Company, and
- (b) until such time as the removal is effective, the relevant Investor Director(s) will waive his/their rights to receive notice of, attend, be counted in the quorum for or vote at any Board Meeting, or participate in any written resolution of the Board

9 **ALTERNATE DIRECTORS**

9 1 **Appointment and removal**

- (a) Any Investor Director (the "**appointor**") may appoint as an alternate any other Director, or any other person to
 - (i) exercise that Director's powers, and
 - (ii) carry out that Director's responsibilities,in relation to the taking of decisions by the Directors in the absence of the alternate's appointor
- (b) Any appointment of an alternate must be effected by notice in writing to the Company which shall
 - (i) identify the proposed alternate, and
 - (ii) contain a statement signed, or acknowledged in any manner approved by the Directors, by the proposed alternate that the proposed alternate is willing to act as the alternate of the Investor Director giving the notice
- (c) Any person appointed as an alternate director under this Article 9 may act as an alternate director for more than one appointor

9 2 **Rights and standing of alternate director**

- (a) An alternate director has the same rights, in relation to any Board Meeting, and all meetings of committees of Directors of which the appointor is a member, or

Directors' written resolution, or other decision of the Directors reached in accordance with Article 6 (*The Board*), as the alternate's appointor. For the purposes of Articles 6 7 (*Written resolutions*) if an alternate director indicates that he shares the common view, his appointor need not also indicate that he shares the common view and if a resolution is signed by an alternate director (or to which an alternate director has indicated his agreement in writing), it need not also be signed or so agreed to by his appointor.

- (b) Except as these Articles specify otherwise, alternate directors
 - (i) are deemed for all purposes to be Directors,
 - (ii) are liable for their own acts and omissions,
 - (iii) are subject to the same restrictions as their appointors, and
 - (iv) are not deemed to be agents of or for their appointors
- (c) A person who is an alternate director but not a Director
 - (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (ii) may sign (or otherwise indicate his agreement in writing to) a written resolution (but only if that person's appointor has not signed or otherwise indicated his agreement in writing to such written resolution),

but may not be counted as more than one Director for such purposes

9 3 **Votes of alternate directors**

A Director who is an alternate director has such number of votes (in accordance with Article 6 2 (*Votes of Investor Directors*)) on behalf of each appointor who is

- (a) not participating in a Board Meeting, and
- (b) would have been entitled to vote if he were participating in it

9 4 **Remuneration of alternate directors**

- (a) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company
- (b) The Company may pay any reasonable expenses of the alternate director in accordance with the Shareholders' Deed

9 5 **Termination of appointment of alternate directors**

An alternate director's appointment as an alternate terminates

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

- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor's appointment as a Director terminates

10 **SECRETARY**

It shall not be necessary for the Company to have a secretary

11 **INDEMNITY AND BENEFITS**

11 1 **Indemnity**

Every person who is, or has been, a Director or officer of a Group Company (each, an "**Indemnified Person**") shall be indemnified by the relevant Group Company to the fullest extent permitted by applicable law and without prejudice to any indemnity to which he might otherwise be entitled, against any liability arising and all expenses reasonably incurred or paid by him in connection with an action, claim, suit or proceeding in which he becomes involved (as a party or otherwise) by virtue of his being or having been a Director or officer of such Group Company and against amounts paid or incurred by him in settlement thereof, provided that no indemnification shall be provided to any Indemnified Person

- (a) against any liability owed to the relevant Group Company or its Shareholders by reason of wilful default, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office,
- (b) with respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith, or
- (c) in the event there has been a determination that such liability, action, claim, suit or proceeding arose as a result of such Indemnified Person's wilful default, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. Such right of indemnification shall not affect any other rights to which such Indemnified Person may be entitled

11 2 **Expenses**

The Company may also provide funds to any Director of the Company or of any Group Company to meet, or do anything to enable a Director of the Company or any Group Company to avoid incurring, expenditure to the extent permitted by the Companies Act

11 3 **Insurance**

Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors of the Company, or of any other Group Company or any other body which is or was otherwise associated with the Company or any Group Company or any other body in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, (together with the Group Companies, "**Associated Companies**") or who are or were at any time trustees of (or directors of trustees of) any pension, superannuation or similar fund, trust or scheme or any employees' share scheme or other scheme or arrangement in which any employees of the Company or of any such other body are interested, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the actual or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or

offices in relation to the Company or any such other body, fund, trust, scheme or arrangement

11 4 Benefits

The Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities or other retirement, superannuation, death or disability allowances or benefits (whether or not similar to the foregoing) to (or to any person in respect of) any persons who are or have at any time been Directors of the Company or of any Associated Company, and to the spouses, civil partners, former spouses and former civil partners, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of schemes, trusts and funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director or former Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such trust, fund or scheme or otherwise)

11 5 Share schemes

Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to establish, maintain and contribute to any scheme for encouraging or facilitating the holding of Shares in the Company or in any Associated Company by or for the benefit of current or former Directors of the Company or any such body corporate or the spouses, civil partners, former spouses, former partners, families, connections or dependants of any such persons and, in connection with any such scheme, to establish, maintain and contribute to a trust for the purpose of acquiring and holding Shares in the Company or any such body corporate and to lend money to the trustees of any such trust or to any individual referred to above

12 GENERAL MEETINGS AND SHAREHOLDER WRITTEN RESOLUTIONS

12 1 Attendance and speaking at general meetings

- (a) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- (b) A person is able to exercise the right to vote at a general meeting when
 - (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (ii) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- (c) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- (d) In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other
- (e) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

12 2 Quorum for general meetings

- (a) No business is to be transacted at a general meeting unless a quorum is present at the time when the meeting proceeds to business and remains present during the transaction of business
- (b) The quorum for general meetings shall be one representative of each Shareholder

12 3 Chairing general meetings

- (a) The chairman of the Board shall chair meetings of the Shareholders
- (b) The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting"

12 4 Attendance and speaking by directors and non-shareholders

- (a) Directors may attend and speak at general meetings, whether or not they are Shareholders
- (b) The chairman of the meeting may permit other persons who are not
 - (i) Shareholders of the Company, or
 - (ii) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,to attend and speak at a general meeting

12 5 Adjournment

- (a) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it
- (b) The chairman of the meeting may adjourn a general meeting at which a quorum is present if
 - (i) the general meeting consents to an adjournment, or
 - (ii) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- (c) The chairman of the meeting must adjourn a general meeting if directed to do so by the general meeting
- (d) When adjourning a general meeting, the chairman of the meeting must
 - (i) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - (ii) have regard to any directions as to the time and place of any adjournment which have been given by the general meeting
- (e) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

12.6 Decisions of Shareholders

- (a) At general meetings, a Shareholder (whether present in person, by proxy or by corporate representative) shall have one vote for every A Share of which he is the holder
- (b) Resolutions proposed at Shareholder meetings or in writing must be passed
 - (i) in the case of Tier 1 Shareholder Reserved Matters, by a Tier 1 Shareholder Resolution, and
 - (ii) in the case of Tier 2 Shareholder Reserved Matters, by a Tier 2 Shareholder Resolution
- (c) Tier 1 Shareholder Resolutions and Tier 2 Shareholder Resolutions must be specifically referred to in the relevant notice of general meeting or written resolution of the Shareholders as representing a Tier 1 Reserved Matter and Tier 2 Reserved Matter, respectively
- (d) Notwithstanding the provisions of clause 12.6(b) above, each Shareholder agrees that it will not withhold its consent or vote in any way in respect of a Shareholder Reserved Matter if such withholding of consent or vote may or is likely to (in its reasonable opinion), cause a breach or default under any of the Project Documents or prevent compliance with the Finance Documents and/or Project Documents
- (e) A Shareholder may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a general meeting or meetings of the Company

12.7 Content of proxy notices

- (a) Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which
 - (i) states the name and address of the Shareholder appointing the proxy,
 - (ii) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
 - (iii) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - (iv) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate
- (b) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- (c) Unless a proxy notice indicates otherwise, it must be treated as
 - (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

12 8 Delivery of proxy notices

- (a) A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person
- (b) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- (c) A notice revoking a proxy appointment only takes effect if it is delivered not less than an hour before the start of the meeting or adjourned meeting to which it relates
- (d) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf
- (e) Any notice of a general meeting must specify the address or addresses ("proxy notification address") at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form
- (f) A proxy notice which is not delivered in accordance with this Article 12 8 shall be invalid

12 9 Shareholders' interests

- (a) Each Shareholder, when it becomes actually aware of any interest (having made reasonable enquiry of its employees and the employees of its Affiliates, including those who at the time are responsible for advising on, monitoring and managing such Shareholder's interest in the Group) shall, at the earliest reasonable opportunity (and, in any case, prior to any proposed contract or transaction or other arrangement or relationship being entered into), disclose at a Shareholder's Meeting
 - (i) any contract or transaction or proposed contract or transaction or other arrangement or relationship between, on the one hand, that Shareholder or any Affiliate of that Shareholder (as the case may be), and, on the other hand, any Group Company, and
 - (ii) any direct or indirect interest of that Shareholder or any Affiliate of that Shareholder in any contract or transaction or proposed contract or transaction or other arrangement or relationship with any Group Company,

and in each such case, where that Shareholder and/or any of its or their Affiliates has or might reasonably be expected to have a direct or indirect financial or commercial interest in the outcome of a decision on any such matter other than an interest as a Shareholder in common with other Shareholders, it shall be deemed to be a **"Shareholder Conflict"**

- (b) Where there is a Shareholder Conflict, any Shareholder which is the subject of that conflict shall not be entitled (without the prior written consent of each non-conflicted Shareholder) to, in respect of any matter relating to any such Shareholder Conflict, receive any materials or attend or speak at Shareholder meetings, count towards the quorum or vote in respect of any relevant resolution of the Shareholders

13 LIEN ON SHARES

13 1 Company lien

- (a) The Company has a first and paramount lien on all Shares (whether or not such Shares are fully paid) standing 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)
- (b) The Company's lien over Shares
 - (i) takes priority over any third party's interest in such Shares, and
 - (ii) 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
- (c) 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

13 2 Lien enforcement notice

- (a) Subject to the provisions of this Article 13, if
 - (i) a notice of the Company's intention to enforce the lien ("**lien enforcement notice**") has been sent in respect of the Shares, and
 - (ii) 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
- (b) A lien enforcement notice
 - (i) 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,
 - (ii) must specify the Shares concerned,
 - (iii) must include a demand for payment of the sum payable within 14 days,
 - (iv) 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
 - (v) must state the Company's intention to sell the Shares if the notice is not complied with
- (c) If Shares are sold under this Article 13
 - (i) 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
 - (ii) 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

- (d) 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
 - (i) 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
 - (ii) 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
- (e) 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
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share

14 **CALLS ON SHARES AND FORFEITURE**

14.1 **Call notice**

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

14 2 **Liability to pay a call**

- (a) Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which the call is required to be paid
- (b) Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- (c) Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their Shares

14 3 **Fixed calls**

- (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is allotted, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium)
 - (i) on allotment,
 - (ii) on the occurrence of a particular event, or
 - (iii) on a date fixed by or in accordance with the terms of issue
- (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

14 4 **Forfeiture notice**

- (a) If a person is liable to pay a call and fails to do so by the call payment date
 - (i) the Directors may send a notice of forfeiture (a "**forfeiture notice**") to that person, and
 - (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate
- (b) For the purposes of this Article 14
 - (i) the "**call payment date**" is the date on which the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "call payment date" is that later date, and
 - (ii) the "**relevant rate**" is the rate fixed by the terms on which the Share in respect of which the call is due was allotted or, if no such rate was fixed when the Share was allotted, five per cent per annum
- (c) The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998
- (d) The Directors may waive any obligation to pay interest on a call wholly or in part

14 5 **Forfeiture notice formalities**

A forfeiture notice

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
- (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice,
- (d) must state how the payment is to be made, and
- (e) must state that if the forfeiture notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited

14 6 **Forfeiture compliance**

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

14 7 **Consequences of forfeiture**

- (a) Subject to the following provisions of this Article 14 7, the forfeiture of a Share extinguishes
 - (i) all interests in that Share, and all claims and demands against the Company in respect of it, and
 - (ii) all other rights and liabilities incidental to the Share as between the person in whose name the Share is registered and the Company
- (b) Any Share which is forfeited
 - (i) is deemed to have been forfeited when the Directors decide that it is forfeited,
 - (ii) is deemed to be the property of the Company, and
 - (iii) may be sold, re-allotted or otherwise disposed of as the Directors think fit
- (c) If a person's Shares have been forfeited
 - (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members,
 - (ii) that person ceases to be a member in respect of those Shares,
 - (iii) that person must surrender the certificate for the Shares forfeited to the Company for cancellation,
 - (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and
 - (v) the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal

- (d) At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on such terms as they think fit

14 8 Transfer on forfeiture

- (a) If a forfeited Share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorise any person to execute the instrument of transfer
- (b) A statutory declaration by a Director or the secretary that the declarant is a Director or the secretary and that a Share has been forfeited on a specified date
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share
- (c) A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share
- (d) If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which
 - (i) was, or would have become, payable, and
 - (ii) had not, when that Share was forfeited, been paid by that person in respect of that Share,but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

14 9 Surrender of Shares

- (a) A Shareholder may surrender any Share
 - (i) in respect of which the Directors may issue a forfeiture notice,
 - (ii) which the Directors may forfeit, or
 - (iii) which has been forfeited
- (b) The Directors may accept the surrender of any such Share
- (c) The effect of surrender on a Share is the same as the effect of forfeiture on that Share
- (d) A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited

15 CONSOLIDATION OF SHARES

15 1 Procedure and conditions for consolidation

- (a) This Article 15 applies in circumstances where

- (i) there has been a consolidation of Shares, and
 - (ii) as a result, Shareholders are entitled to fractions of Shares
- (b) The Directors may
 - (i) sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable, and
 - (ii) authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
 - (iii) distribute the net proceeds of sale in due proportion among the holders of the Shares
- (c) The Transferee is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (d) The Transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale

16 **COMMISSIONS**

- (a) The Company may pay any person a commission in consideration for that person
 - (i) subscribing, or agreeing to subscribe, for Shares, or
 - (ii) procuring, or agreeing to procure, subscriptions for Shares
- (b) Any such commission may be paid
 - (i) in cash, or in fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
 - (ii) in respect of a conditional or an absolute subscription

17 **DIVIDENDS**

17.1 **Payment of dividends**

- (a) The Company shall declare and pay dividends in accordance with the Distribution Policy
- (b) 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
 - (i) transfer to a bank or building society account specified by the distribution recipient in writing,
 - (ii) 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 in writing,
 - (iii) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing, or
 - (iv) any other means of payment as the Board agrees with the distribution recipient in writing

- (c) In these Articles, the "**distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable
 - (i) the holder of the Share, or
 - (ii) if the Share has two or more joint holders, whichever of them is named first in the register of members (the "**Senior Holder**"), or
 - (iii) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

17 2 **Non-cash distributions**

Subject to the Shareholders' Deed, the Company may 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)

17 3 **Waiver of distributions**

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

18 **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

18 1 **Directors' authority to capitalise**

Subject to the Shareholders' Deed and to these Articles, the Directors may

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions

18 2 **Appropriation of capitalised sums**

- (a) Capitalised sums must be applied
 - (i) on behalf of the persons entitled to them, and
 - (ii) in the same proportions as a dividend would have been distributed to them
- (b) Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the person entitled to it or as such person may direct
- (c) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the person entitled to it or as such person may direct
- (d) Subject to these Articles, the Directors may
 - (i) apply capitalised sums in accordance with sub-Articles (b) and (c) above partly in one way and partly in another,

- (ii) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments),
- (iii) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article, and
- (iv) generally do all things required to give effect to the resolution

19 DEEMED DELIVERY OF DOCUMENTS AND INFORMATION

19 1 How to give Notice

Any notice, document or other information sent or supplied by the Company (a "**Notice**") shall be delivered by hand or by courier or sent by email or prepaid first class post or airmail if posted to or from a place outside the United Kingdom

19 2 When a Notice is given

A Notice shall be deemed to have been duly given or made as follows

- (a) if delivered by hand or by courier, upon delivery at the address of the relevant recipient,
- (b) if sent by first class post, two Business Days after the date of posting,
- (c) if sent by air mail, five Business Days after the date of posting, and
- (d) if sent by email, when sent,

provided that if, in accordance with the above provisions, any such Notice would otherwise be deemed to be given or made after 5 00 p m (local time in the place of receipt) on a Business Day such Notice shall be deemed to be given or made at 9 00 a m (local time in the place of receipt) on the next Business Day

Where these Articles require notice to be given by the holders of a stated percentage of shares, notice may consist of several documents in similar form each signed by or on behalf of one or more Shareholders