

**The Companies (Guernsey) Law, 2008 (as amended)**  
**Company limited by shares**

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**ARTICLES OF INCORPORATION**  
**OF**  
**DISRUPTIVE CAPITAL ACQUISITION COMPANY LIMITED**

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**adopted by special resolution dated 5 October 2021**

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**The Companies (Guernsey) Law, 2008 (as amended)**

**Company limited by shares**

**Articles of incorporation**

**of**

**Disruptive Capital Acquisition Company Limited**

**1 Exclusion of standard articles**

Standard articles as may be prescribed from time to time pursuant to section 16(2) of the Law shall not apply to the Company.

**2 Interpretation**

2.1 In these articles the following words shall bear the following meanings if not inconsistent with the subject or context:

**Acceptance Period** has the meaning given in article 42.7;

**Additional Escrow Account Overfunding** means the proceeds of additional funds committed by the Sponsor to the Company through the subscription by the Sponsor of the Ordinary Shares and Warrants in the form of Units which will be held in the Escrow Account to fund the Repurchase Costs, subject to any Extension Periods approved by a shareholder vote;

**Admitted Institution** means any institution that has been admitted by Euroclear Netherland pursuant to the Dutch Act (*aangesloten instelling*);

**articles** means the articles of incorporation of the Company as amended from time to time;

**Board** means the board of directors of the Company from time to time;

**Business Combination** means a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving the Company and another business;

**Business Combination Completion Date** means the date of completion of a Business Combination;

**Business Combination Deadline** means 15 months from the Settlement Date, subject to any First Extension Period and Second Extension Period;

**Business Combination GM** has the meaning given in article 42.1;

**certificated** means a security which is certificated and reference to such security being held in certificated form should be construed accordingly;

**Company** means Disruptive Capital Acquisition Company Limited or such name as the Company may by ordinary resolution determine from time to time;

**Deferred Commission** means the gross underwriting commission payable by the Company to the joint global coordinators appointed by the Company in connection with the Offering equal to 1.5% of the aggregate proceeds of the Offering;

**directors** means the directors of the Company for the time being or, as the case may be, the directors assembled as a board;

**Dutch Act** means the Dutch Securities Giro Act (*Wet giraal effectenverkeer*), as amended;

**eligible members** has the meaning given in the Law;

**Escrow Account** means the escrow account opened by the Company;

**Escrow Account Overfunding** means the proceeds of additional funds committed by the Sponsor to the Company through the subscription of the Ordinary Shares and Warrants in the form of Units which will be held in the Escrow Account for the benefit of the Company and Ordinary Shareholders and other beneficiaries of the Escrow Account to fund the Repurchase Costs or other purposes in connection with the Escrow Account;

**Euroclear Agent** means the Admitted Institution designated by the Company as the Company's issuing, transfer and paying agent in respect of securities of the Company which have been included in the Euroclear System;

**Euroclear Nederland** means Netherlands Central Institute for Giro Securities Transactions (*Nederlands Central Instituut voor Giraal Effectenverkeer B.V.*), the central institute of the Euroclear System within the meaning of the Dutch Act;

**Euroclear System** means the book-entry custody and settlement system operated by Euroclear Nederland;

**Euronext Amsterdam** means the regulated market operated by Euronext Amsterdam N.V.;

**executed** includes any mode of execution;

**Extension Periods** means the First Extension Period and the Second Extension Period;

**First Extension Period** means an initial three month extension period that the Company has to consummate the Business Combination beyond the Business Combination Deadline as the result of a shareholder vote;

**FRSA** means the Dutch Financial Reporting Supervision Act (*Wet toezicht financiële verslaggeving*) as amended;

**FSA** means the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*) as amended;

**holder** or **member** in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

**Insider Letter** means the letter agreement between the Company (on behalf of itself and the directors) and the Sponsor (on behalf of itself, its directors and the Truell Family Trusts) dated on or about the date hereof;

**Insiders** means the directors, the Sponsor and its directors and the Truell Family Trusts pursuant to the Insider Letter;

**Law** means the Companies (Guernsey) Law, 2008 as amended, extended or replaced and any ordinance statutory instrument or regulation made thereunder;

**Offering** means the initial offering of up to 12,500,000 Ordinary Shares and up to 6,250,000 Warrants in the form of Units at a price per Unit of £10.00 to certain institutional investors in the Netherlands and other jurisdictions in which such offering is permitted. The Units will not be separately admitted to listing or trading on any trading platform;

**office** means the registered office at any time of the Company;

**Ordinary Shareholder** means the holder of an Ordinary Share;

**Ordinary Share** means an ordinary share of £0.0001 each in the capital of the Company and designated as an "Ordinary Share" having the rights and being subject to the restrictions set out in these articles;

**relevant period** has the meaning given in article 15.1(a);

**Repurchase Arrangements** has the meaning given in article 4.1(f);

**Repurchase Costs** means the costs in connection with the repurchase of the Ordinary Shares by Ordinary Shareholders;

**Repurchase Date** has the meaning given in article 42.5;

**Repurchasing Shareholder** has the meaning given in article 42.6;

**Required Majority** has the meaning given in article 42.3;

**Sale Share** has the meaning given in article 15.2;

**Second Extension Period** means a further three month extension period that the Company has to consummate the Business Combination beyond the Business Combination Deadline and the First Extension Period as the result of a shareholder vote;

**Settlement Date** means 11 October 2021;

**share** means a share (whether an Ordinary Share, a Sponsor Share or otherwise) in the capital of the Company each having the rights and obligations set out in these articles;

**Sponsor** means Disruptive Capital GP Limited, a Guernsey company limited by shares with registration number 61432;

**Sponsor Share** means a convertible share of £0.0001 each in the capital of the Company and designated as a "Sponsor Share" having the rights and being subject to the restrictions set out in these articles;

**Sponsor Warrant** means a redeemable warrant issued by the Company and held by the Sponsor;

**Statutory Giro System** means the giro system as referred to in the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) as amended;

**Trading Day** means a day, other than a Saturday or Sunday on which banks in the Netherlands and Euronext Amsterdam is open for trading;

**Treasury Regulations** means the regulations commonly referred to as the Federal tax regulations, providing official interpretation of the US Tax Code by the US Department of the Treasury;

**Truell Family Trusts** means the Truell Intergenerational Family Limited Partnership Incorporated and Truell Conservation Foundation;

**Unit** means a unit consisting of one (1) Ordinary Share and one half (1/2) of a Warrant issued in accordance with the warrant agreement entered into by the Company and the Warrant Agent (as defined therein) on or around the date of the Offering;

**US Tax Code** means the United States Internal Revenue Code of 1986, as amended;

**Warrant** means a redeemable warrant issued by the Company;

**Warrant Holder** has the meaning given in article 6; and

**Warrant T&Cs** means the terms upon which the Warrants are issued, registered, transferred, exchanged, redeemed and exercised and the respective rights, limitation of rights and immunities of the Company, the warrant agent and the Warrant Holders in respect thereof.

- 2.2 The headings in these articles do not affect the interpretation of these articles.
- 2.3 Unless the context otherwise requires words or expressions contained in these articles bear the same meaning as in the Law.
- 2.4 In writing and written includes the reproduction of words and figures in any visible form whether sent or supplied by electronic form or otherwise including, for the avoidance of doubt, by email.
- 2.5 Words importing the singular number only shall include the plural number and vice versa.
- 2.6 Words importing a particular gender only shall include any other gender.

- 2.7 Words importing persons shall include corporations.
- 2.8 A reference to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

### **3 Share capital**

- 3.1 The Company may issue an unlimited number of shares of par value and/or no par value or a combination of both. Shares may be denominated in any currency and different classes of shares may be denominated in different currencies (or no currency in the case of shares of no par value).
- 3.2 Subject to the provisions of the Law and without prejudice to any rights attached to any existing shares or class of shares or the provisions of these articles, any share may be issued with such preferred deferred conversion or other rights or restrictions as the Company may by ordinary resolution direct, or subject to or in default of any such direction, as the directors may determine.
- 3.3 The Company may issue fractions of shares and any such fractional shares shall rank *pari passu* in all respects with the other shares of the same class issued by the Company.
- 3.4 The Company may from time to time hold its own shares and Warrants (if any) as treasury shares.
- 3.5 Subject to the provisions of the Law, the Company may give financial assistance, as defined in the Law, directly or indirectly for the purposes or in connection with the acquisition of its shares.
- 3.6 The Company may issue shares which do not entitle the holder to voting rights in any general meeting or that entitle the holder to restricted voting rights in any general meeting.
- 3.7 The Company may acquire its own shares. Any such shares acquired by the Company may be cancelled or may be held as treasury shares, subject to and in accordance with the Law.
- 3.8 The Company may issue shares which are, or at the option of the Company or the shareholder are, liable to be redeemed and convert all or any class of its shares into redeemable shares.

### **4 Shares**

- 4.1 Without limitation to any other provision of these articles the Ordinary Shares shall have the following rights and restrictions attaching to them:
- (a) *Pari passu*
- The Ordinary Shares shall rank *pari passu* with each other.
- (b) Dividends

Subject to article 4.1(e), holders of Ordinary Shares are entitled to receive, and participate in, any dividends or other distributions of the Company available for dividend or distribution other than in relation to assets attributable to the Sponsor Shares.

(c) Winding up

Subject to articles 4.1(e) and 43, in the event of a winding up of the Company the surplus assets of the Company (other than in relation to assets attributable to the holders of Sponsor Shares or any other class of shares other than Ordinary Shares) available for distribution to the holders of Ordinary Shares (after payment of all other debts and liabilities of the Company) shall be distributed *pro rata* amongst the holders of Ordinary Shares according to their respective holdings (excluding, for the avoidance of doubt, any Ordinary Shares held by the Sponsor or in treasury).

(d) Voting

Subject to articles 4.1(c), 4.1(e), 29.5, 30.2, 42, 43 and any special rights, restrictions or prohibitions regarding voting for the time being attached to any Ordinary Shares, holders of Ordinary Shares shall have the right to receive notice of and to attend, speak and vote at general meetings of the Company (including at the Business Combination GM) and each holder being present in person or by proxy shall upon a show of hands have one vote and upon a poll one vote in respect of every Ordinary Share that they hold.

(e) Treasury

For as long as any Ordinary Shares are held in treasury, such Ordinary Shares shall not be voted at any general meeting of the Company and no dividend may be declared or paid and no other distribution of the Company's asset may be made in respect of such Ordinary Shares. The Ordinary Shares held in treasury will be admitted to listing and trading on Euronext Amsterdam and held in treasury for the purpose of facilitating a conversion of the Sponsor Shares, Warrants and Sponsor Warrants.

(f) Repurchase rights

Subject to the provisions of the Law and these articles, following completion of the Business Combination, the Company will offer to repurchase Ordinary Shares held by Ordinary Shareholders and deliver their Ordinary Shares irrespective of whether and how they voted at the Business Combination GM in accordance with the terms set out in the share purchase arrangement (the **Repurchase Arrangements**) and in accordance with article 42.5 et seq.

Notwithstanding the immediately preceding paragraph:

as long as any Ordinary Shares are held by or for the benefit of the Sponsor and/or the other Insiders, the Company will not repurchase such Ordinary Shares held by such persons under the Repurchase Arrangements, including in connection with the Business Combination or the winding up of

the Company pursuant to article 4.1(c) or 43 if the Company fails to complete a Business Combination by the Business Combination Deadline; and

the Company may stipulate in the shareholder circular in respect of a Business Combination GM that an Ordinary Shareholder, together with an affiliate of such Ordinary Shareholder or any other person with whom such Ordinary Shareholder is acting in concert, will be restricted from exercising repurchase rights at the time of the Business Combination with respect to Ordinary Shares that represent more than an aggregate of 15% of the total number of Ordinary Shares of the Company sold in the Offering (the **Concert Shares**) without the prior consent of the Board.

In the event that no Business Combination is completed by the Business Combination Deadline, the Company will offer the Repurchase Arrangements to any Ordinary Shareholder (excluding, for the avoidance of doubt, any Ordinary Shares held by the Sponsor or in treasury).

4.2 Without limitation to any other provision of these articles the Sponsor Shares shall have the following rights and restrictions attaching to them:

(a) *Pari passu*

The Sponsor Shares shall rank *pari passu* with each other.

(b) Dividends

Holders of Sponsor Shares are entitled to receive, and participate in, any dividends or other distributions of the Company available for dividend or distribution other than in relation to assets attributable to the Ordinary Shares.

(c) Winding up

Subject to article 43, in the event of a winding up of the Company the surplus assets of the Company (other than in relation to assets attributable to the holders of Ordinary Shares or any other class of shares other than Sponsor Shares) available for distribution to the holders of Sponsor Shares (after payment of all other debts and liabilities of the Company) shall be distributed *pro rata* amongst the holders of Sponsor Shares according to their respective holdings.

(d) Voting

Subject to any special rights, restrictions or prohibitions regarding voting for the time being attached to any Sponsor Shares, holders of Sponsor Shares shall have the right to receive notice of and to attend, speak and vote at general meetings of the Company (including at the Business Combination GM) and each holder being present in person or by proxy shall upon a show of hands have one vote and upon a poll one vote in respect of every Sponsor Share that they hold. For the avoidance of doubt, the holder a Sponsor Share may vote for or against, or abstain from voting in respect of a proposed Business Combination in respect of the Sponsor Shares.

(e) Conversion

The Sponsor Shares shall convert on a one-for-one basis into one Ordinary Share if, between the Business Combination Completion Date and the tenth anniversary of the Business Combination Completion Date, certain triggering events occur, namely the closing price of the Ordinary Shares equals or exceeds (i) £10.00 and (ii) £13.00 per Ordinary Share, for any 20 Trading Days within a 30 Trading Day period, in each case representing approximately 10% of the total number of Ordinary Shares issued to Ordinary Shareholders in the Offering (excluding, for the avoidance of doubt, any Ordinary Shares held by the Sponsor or in treasury).

## 5 Escrow Account

5.1 The Company shall deposit proceeds from the Offering in the Escrow Account.

5.2 On completion of a Business Combination, the amounts held in the Escrow Account shall be applied in the following order of priority:

- (a) first, to repurchase the Ordinary Shares for which a repurchase right was validly exercised (for a consideration to be calculated in accordance with article 42.5, expected to comprise £10.00 per Ordinary Share representing the amount subscribed for by Ordinary Shareholders per Unit in the Offering together with Ordinary Shareholders' *pro rata* entitlement to the Escrow Account Overfunding, expected to be £0.25 per Ordinary Share, any Additional Escrow Account Overfunding (if any) and Ordinary Shareholders' *pro rata* entitlement to any interest incurred on the Escrow Account (if any) subject at all times to the Escrow Account containing sufficient proceeds);
- (b) second, to pay any Deferred Commission;
- (c) third, to refund the holders of Sponsor Shares for any excess costs provided in the form of promissory notes; and
- (d) fourth, to release the balance of any cash held in the Escrow Account for the Company, which shall be used in first priority for payment of the consideration for the Business Combination and, in second priority, the remainder (if any) for general corporate purposes, including for maintenance or expansion of operations of the post-transaction company, the payment of principal or interest due on indebtedness incurred in completing the Business Combination and/or to fund the purchase of other companies or for working capital.

5.3 In the event that the Company has not completed a Business Combination by the Business Combination Deadline, the amounts held in the Escrow Account shall be applied in first priority to repurchase the Ordinary Shares in accordance with article 42.11(b) (excluding, for the avoidance of doubt, any Ordinary Shares held by the Sponsor or in treasury).

5.4 If the Company is liquidated, the amounts held in the Escrow Account shall be applied in accordance with applicable Law and these articles.

## **6 Warrants**

The Company may issue Warrants which shall entitle the holder (a **Warrant Holder**) to subscribe for the shares specified in it. The Board may determine and, subject to the terms of issue of any Warrants, vary the conditions upon which such Warrants shall be issued. A Warrant Holder shall be subject to the terms and conditions for the time being in force in respect of the Warrants whether made before or after the issue of such Warrant, including, but not limited to, the Warrant T&Cs.

## **7 Variation of rights**

7.1 Whenever the capital of the Company is divided into different classes of shares the rights attached to any class may (subject to the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:

- (a) with the consent in writing of the holders of a majority of the issued shares of that class; or
- (b) with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class.

7.2 All the provisions of these articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply to every such separate meeting except that in accordance with the Law:

- (a) the necessary quorum shall be two persons present holding or representing by proxy at least 5% of the total voting rights of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, one person present holding shares of the class shall be a quorum) provided always that where the class has only one member, that member shall constitute the necessary quorum; and
- (b) any holder of shares of the class in question may demand a poll.

7.3 The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith.

## **8 Issue of shares**

8.1 Subject to the provisions of the Law and, where applicable, the rules of the Euroclear System and/or any other competent regulatory authority or otherwise under applicable law, these articles, any resolution of the Company and any contractual provision to which the Company is subject, the directors have, subject to article 8.2 general and unconditional authority, unlimited as to number or aggregate value:

(a) to allot, issue (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of unissued shares of the Company or rights to subscribe or convert any security into shares; or

(b) to sell, transfer or cancel any treasury shares held by the Company,

in any such case to such persons, at such times and on such terms and conditions as the directors may decide.

8.2 Notwithstanding the provisions of article 8.1, the directors shall not issue any further Ordinary Shares that would entitle holders to (i) receive funds from the Escrow Account or (ii) vote as a class with the Ordinary Shares on any Business Combination.

## **9 Register of members and book-entry interests**

9.1 The Company shall maintain or cause to be maintained the register of members. Ordinary Shares and Warrants included in the Statutory Giro System will be registered in the name of Euroclear Nederland or an intermediary (as referred to in the Dutch Act).

9.2 Subject to the requirements of the Euroclear System and the Dutch Act, the directors have the power to implement and/or approve any arrangements that they may, in their absolute discretion, think fit in relation to the evidencing of title and transfer of interests in shares or any other securities of the Company in the form of book-entry interests or similar interests or securities and, to the extent that such arrangements are so implemented, no provision of these articles shall apply or have effect in relation to such book-entry interests to the extent that it is in any respect inconsistent with the holding and transfer thereof or the securities represented thereby. Where the Company is entitled to dispose of, forfeit or enforce a lien over or otherwise procure the sale of any securities or fractions of a security which are held through interests in book-interest form, the directors shall have the power to take such steps as may be required to effect such disposal, forfeiture, enforcement or sale. The directors may from time to time take such actions and do such things as they may, in their absolute discretion, think fit in relation to the operation of such arrangements.

## **10 Commission**

The Company may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the directors may determine not exceeding ten per cent. of the price at which the shares are issued. Any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

## **11 Trust not recognised**

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any share except an absolute right to the entirety thereof in the holder.

## **12 Certificates**

- 12.1 The directors shall not be obliged to issue share certificates in respect of certificated shares but if the directors elect to issue share certificates in respect of certificated shares every member, upon becoming the holder of any certificated shares, shall be entitled, without payment, to one certificate for all the certificated shares of each class held by him (and upon transferring a part of his holding of certificated shares of any class to a certificate for the balance of such holding) or several certificates each for one or more of his certificated shares upon payment, for every certificate after the first, of such reasonable sum as the directors may determine. Every certificate shall be signed by the Company and shall specify the number, class and distinguishing numbers (if any) of the certificated shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for certificated shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 12.2 If a share certificate is defaced, worn out, lost or destroyed it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge and (in the case of defacement or wearing out) on delivery of the old certificate.

## **13 Lien**

- 13.1 The Company shall have a first and paramount lien on every certificated share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it. This article 13 shall not apply to any shares that are the subject of book-entry interests in the Euroclear System.
- 13.2 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 13.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to or in accordance with the directions of the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 13.4 The net proceeds of the sale after payment of the costs shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

## **14 Calls on shares and forfeiture**

- 14.1 Subject to the terms of allotment the directors may make calls upon any member in respect of any moneys unpaid on that member's shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 14.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 14.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof without the benefit of any right conferred by the droit de division and/or the droit de discussion.
- 14.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid; either at the rate fixed by the terms of allotment of the share or in the notice of the call or at such rate not exceeding fifteen per cent. per annum as the directors may determine. The directors may waive payment of the interest wholly or in part.
- 14.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these articles shall apply as if that amount had become due and payable by virtue of a call. The Company may accept from a member the whole or any part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up.
- 14.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares to distinguish between members as to the amounts and times of payment of calls on their shares.
- 14.7 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company in respect thereof. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 14.8 If a notice referred to in the preceding article is not complied with any share in respect of which it was given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

- 14.9 A forfeited share may be sold re-allotted or otherwise disposed of on such terms and in such a manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 14.10 A person, any of whose shares have been forfeited, shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for any certificated shares, if any, for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or at such rate as the directors may determine from the date of forfeiture and all expenses until payment but the directors may waive payment 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.
- 14.11 A declaration under oath by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

## 15 Untraced shareholders

- 15.1 The Company may sell the share of a member or of a person entitled by transmission at the best price reasonably obtainable at the time of sale, if:
- (a) during a period of not less than 12 years before the date of publication of the advertisements referred to in paragraph (c) of this article 15.1 (or, if published on two different dates, the first date) (the **relevant period**) at least three cash dividends have become payable in respect of the share;
  - (b) throughout the relevant period no cheque payable on the share has been presented by the holder of, or the person entitled by transmission to, the share to the paying bank of the relevant cheque, no payment made by the Company by any other means permitted by article 38 has been claimed or accepted and, so far as any director of the Company at the end of the relevant period is then aware, the Company has not at any time during the relevant period received any communication from the holder of, or person entitled by transmission to, the share;
  - (c) on expiry of the relevant period the Company has given notice of its intention to sell the share by advertisement in a United Kingdom national newspaper, in a daily newspaper circulating widely in Guernsey and in a newspaper circulating in the area of the address of the holder of, or person entitled by transmission to, the share shown in the register of members; and

(d) the Company has not, so far as the Board is aware, during a further period of three months after the date of the advertisements referred to in paragraph (c) of this article 15.1 (or the later advertisement if the advertisements are published on different dates) and before the exercise of the power of sale received a communication from the holder of, or person entitled by transmission to, the share.

15.2 Where a power of sale is exercisable over a share pursuant to article 15.1 (a **Sale Share**), the Company may at the same time also sell any additional share issued in right of such Sale Share or in right of such an additional share previously so issued provided that the requirements of articles 15.1(b) and 15.1(d) (as if the words “throughout the relevant period” were omitted from article 15.1(b) and the words “on expiry of the relevant period” were omitted from article 15.1(c) shall have been satisfied in relation to the additional share.

15.3 To give effect to a sale pursuant to articles 15.1 or 15.2, the Board may authorise a person to transfer the share in the name and on behalf of the holder of, or person entitled by transmission to, the share, or to cause the transfer of such share, to the purchaser or his nominee and in relation to an uncertificated share may require Euroclear Nederland or any other relevant system to convert the share into certificated form. The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by an irregularity or invalidity in the proceedings connected with the sale of the share.

## **16 Transfer of shares and withdrawal from the Euroclear System**

16.1 Subject to such restrictions of these articles as may be applicable, the Dutch Act, the rules of the Euroclear System and the transfer restrictions to which the shares are subject:

- (a) any member may transfer all or any of its shares by means of the Euroclear System in such manner provided, for and subject as provided, in any regulations issued for this purpose under the Law or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of the Euroclear System;
- (b) any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve signed by or on behalf of the transferor and unless the certificated share is fully paid by or on behalf of the transferee; and
- (c) an instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and unless the certificated share is fully paid by or on behalf of the transferee an instrument of transfer of a certificated share need not be under seal.

16.2 Every instrument of transfer of a certificated share shall be left at the office or such other place as the Board may prescribe with the certificate of every certificated share to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the certificated shares and the transfer and certificate (if any) shall remain in the custody of the Board but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives. A new certificate shall be delivered free of charge to the transferee after

the transfer is completed and registered on its application and when necessary a balance certificate shall be delivered if required by them in writing.

- 16.3 If a member withdraws its shares from the Euroclear System it shall be entered on the register as the holder of those shares in registered form. The Company shall issue a share certificate in respect of such shares in accordance with article 12.
- 16.4 The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form which is not fully paid or on which the Company has a lien provided in the case of a listed share that this would not prevent dealings in the share from taking place on an open and proper basis on Euronext Amsterdam. In addition, the directors may refuse to register a transfer of shares held in certificated form outside the Euroclear System unless:
- (a) it is in respect of only one class of shares;
  - (b) it is in favour of a single transferee or not more than 4 joint transferees; and
  - (c) it is delivered for registration to the office or such other place as the Board may decide, accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so.
- 16.5 No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise provided in these articles, any other document relating to or affecting the title to any share.
- 16.6 If the directors refuse to register an allotment or transfer of shares they shall within two months after the date on which the transfer was lodged with the Company send notice of the refusal to the transferee.
- 16.7 If the directors, in their sole discretion, determine that shares or Warrants of the Company held in certificated form outside the Euroclear System are held in contravention of the transfer restrictions to which they are subject the holder shall notify the Company, repay to the Company any amounts distributed to such holder by the Company during the period of such contravention, and transfer such shares or Warrants to a person designated by the directors and the directors are authorised to transfer such shares or Warrants on behalf of that holder in such manner as the directors shall determine. Pending such transfer, no further payments shall be made by the Company in respect of such shares or Warrants held by such person, and, in the case of shares, such shares shall be deemed not to be in issue for the purposes of any vote, consent or direction of the members and shall not be taken into account for the purposes of calculating any quorum or majority requirements relating thereto, and such member shall not be entitled to exercise any voting, consent or direction rights in respect of such shares. If the directors, in their sole discretion, determine that a proposed transferee of shares or Warrants of the Company would be holding any share or Warrant the subject of the proposed transfer in contravention of the transfer restrictions to which such shares or Warrants is subject, as described above, the directors shall refuse to register the transfer of such shares or Warrants. The Company shall not be

liable to any person having an interest in the shares or Warrants of the Company transferred as a result of any such transfer or the exercise of such discretion.

- 16.8 If the directors, in their sole discretion, determine that any beneficial interests in the form of the book-entry interests in shares or Warrants of the Company held within the Euroclear System are held by its beneficial holder in contravention of the transfer restrictions to which they are subject the beneficial holder shall notify the Company, repay to the Company any amounts distributed to such beneficial holder by the Company during the period of such contravention, and transfer such book-entry interests in such shares or Warrants to a person designated by the directors and, in case of a failure to do so, such beneficial holder will be subject to a penalty in the discretion of the directors for each day such beneficial holder continues to hold such a book-entry interest. During the period of such contravention, the Company shall reserve the right to disregard interests in such shares or Warrants for the purposes of calculating any quorum or majority requirements relating to the shares represented thereby and to disregard any vote, consent or direction exercised or made by the relevant holder. The Company shall not be liable to any person having an interest in the shares or Warrants of the Company transferred as a result of any such transfer or the exercise of such discretion. If, in accordance with the terms of these articles, the directors declare a dividend or other distribution on shares in issue, the foregoing provisions of this article 16.8 shall not affect the entitlement to such dividend or distribution of Euroclear Nederland in respect of any shares it holds.
- 16.9 Subject to the provisions of the Law and, where applicable, the rules of the Euroclear System and/or any other competent regulatory authority or otherwise under applicable law, the Company or any agent on its behalf may make enquiries of any holder of shares or Warrants of the Company at any time in order to determine if such holder is holding such shares or Warrants or if any beneficial interest in the form of book-entry interests therein is being held in contravention of the transfer restrictions to which they are subject.
- 16.10 Withdrawal of Ordinary Shares and Warrants from the Euroclear System is only permitted in the circumstances in which the Dutch Act allows for (temporary) withdrawal. Fractions of securities cannot be withdrawn pursuant to the Dutch Act.

## **17 Transmission of shares**

- 17.1 If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing contained in these articles shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- 17.2 A person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to make such transfer thereof as the deceased, bankrupt or incapacitated member could have made. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to transfer the share he shall execute an instrument of transfer of the share to the transferee. All of the articles relating to the transfer of shares shall apply to the notice or instrument of

transfer as if it were an instrument of transfer executed by the member and the death, bankruptcy or incapacity of the member had not occurred.

- 17.3 A person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a member shall have the rights to which he would be entitled if he were the holder of the share except that he shall not before being registered as the holder of the share be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

## **18 Alteration of share capital**

18.1 The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum or these articles, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
- (c) cancel any shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled;
- (d) convert all or any of its shares, the nominal amount of which is expressed in a particular currency or former currency, into shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other dates as may be specified therein;
- (e) where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, either by expressing its amount in units or subdivisions of that currency or former currency, or otherwise.

18.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, in their absolute discretion, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those members. The directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

## **19 General meetings**

- 19.1 All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings may be held at any place in Guernsey or elsewhere.
- 19.2 The Board may call general meetings and on the requisition of members pursuant to the provisions of the Law shall forthwith proceed to convene a general meeting within 21 days after the receipt of the requisition in accordance with the Law to be held on a date not more than 28 days after the date of the notice convening the meeting. If there are not sufficient directors to call a general meeting, any director or any member of the Company may call such a meeting.

## **20 Notice of general meetings**

- 20.1 Any general meeting (including the Business Combination GM) shall be called by at least twenty-one days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat.
- 20.2 Subject to the provisions of these articles and to any restrictions imposed on any shares the notice shall be given to all the members, to all persons entitled to a share in consequence of the death bankruptcy or incapacity of a member where the Company has been notified of his entitlement and to every director.
- 20.3 The notice of meeting (or circular for the Business Combination GM) may also specify a time (which shall be 6p.m. on the day prior to the day fixed for the meeting not taking into account non-working days) by which a person must be entered on the register of members in order to have the right to attend or vote at the meeting or appoint a proxy to do so. Changes to entries on the register of members after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.
- 20.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

## **21 Proceedings at general meetings**

- 21.1 No business, other than the appointment of a chairman, may be transacted at any meeting unless the requisite quorum is present, being two persons present holding or representing by proxy between them at least 5% of the total voting rights of the shares (or class of shares).
- 21.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened by or upon the requisition of members, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week at the same time and place or such other day, time and place as the chairman may determine. If at such an adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those members present in person or by proxy shall be a quorum.

- 21.3 At any general meeting, the chairman of the Board shall preside as chairman of the meeting or, if no chairman has been elected or if the chairman is not present at the general meeting, the general meeting shall be presided over by the vice-chair of the Board. If no vice-chair has been elected or if the vice-chair is not present at the meeting, the general meeting shall be presided over by an executive director. If an executive director is not present at the meeting, the general meeting shall be presided over another director present at the meeting. If no director is present at the meeting, the meeting shall be presided over by any other person appointed by the general meeting.
- 21.4 The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for seven days or more, at least seven days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 21.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:
- (a) by the chairman; or
  - (b) by at least two members having the right to vote on the resolution; or
  - (c) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution;
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 21.6 Unless a poll is duly demanded (and not subsequently withdrawn) a declaration by the chairman that a resolution has or has not been passed or has been passed with a particular majority or an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 21.7 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman; a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 21.8 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 21.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the Board shall be entitled to a casting vote in addition to any other vote he may have.

- 21.10 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 21.11 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

## **22 Votes of members**

- 22.1 Subject to any rights or restrictions attached to any shares:
- (a) on a show of hands every member present in person or by proxy shall have one vote; and
  - (b) on a poll every member who is present in person or proxy shall be entitled to one vote in respect of each share in the Company held by them.
- 22.2 There shall be no requirement to make available for inspection at any time during a meeting a list of names, addresses and shareholdings of members.
- 22.3 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members in respect of the relevant share.
- 22.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder may vote, whether by a show of hands or by a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these articles for the deposit of instruments of proxy, before the time appointed for holding the meeting or adjourned meeting or on the holding of the poll at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 22.5 Unless the Board otherwise decides, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.
- 22.6 No objection shall be raised to the entitlement of any person to vote as he did except at the meeting or adjourned meeting or poll at which the vote objected to is or may be tendered, and every vote not disallowed at the meeting or poll shall be valid for all purposes. Any

such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

- 22.7 A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A proxy need not be a member. A member may appoint more than one proxy to attend on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. Where two or more valid but differing appointments of proxy are delivered or received for the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share unless the directors otherwise determine. Delivery or receipt of an appointment of proxy does not prevent a member attending and voting in person at the meeting or an adjournment of the meeting or on a poll.
- 22.8 An instrument appointing a proxy shall be in any usual form, or as approved by the directors including in electronic form, and shall be executed by or on behalf of the appointor or in either case otherwise authenticated in such manner as the directors may determine, including by electronic means. The directors may require such evidence as they consider necessary to determine and verify (a) the identity of the member and the proxy; and (b) where the proxy is appointed by a person acting on behalf of the member, the authority of that person to make the appointment.
- 22.9 In the case of shares registered in the name of Euroclear Nederland or an Admitted Institution, Euroclear Nederland shall be deemed by operation of this article to have granted a standing proxy in favour of the Euroclear Agent to act as its representative at any or all general meetings, subject to any restrictions or conditions imposed by Euroclear Nederland, and to exercise or benefit from all other rights of Euroclear Nederland as a member, until revoked by Euroclear Nederland, the Euroclear Agent being entitled to exercise or, as applicable, benefit from, the same rights on behalf of Euroclear Nederland as if it were itself a member, including the power to demand or join or concur in demanding a poll. The Euroclear Agent may itself appoint a proxy or proxies in favour of any person or persons in respect of any share or shares the subject of Euroclear Nederland's interest as a member, any such proxy to be granted pursuant to an instrument in writing on the terms specified in this article 22 and to specify the number and, if applicable, class of shares in respect of which the proxy is granted, and any holder of such a proxy will in turn be entitled to exercise the same rights on behalf of Euroclear Nederland in respect of the share(s) the subject of such proxy as if such holder were itself a member, including the power to demand or join or concur in demanding a poll. Euroclear Nederland, or its proxy, may cast a split vote on the shares of which it is the registered holder in connection with any resolution submitted for approval to the holders of shares or any other corporate action to be taken by the Company. Subject to the following articles, the instrument appointing a proxy and any reasonable evidence required by the directors under article 22.8 above, must be delivered so that it is received by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote. They must be delivered in either of the following ways:

- (a) in the case of an instrument in hard copy form, it must be delivered to the office or such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy sent by the Company in relation to the meeting (a 'proxy notification address');
  - (b) in the case of an instrument of proxy sent by electronic means, where the Company has given an electronic address (a 'proxy notification electronic address') in the notice calling the meeting or in the instrument of proxy, it must be received at such proxy notification electronic address;
- 22.10 In the case of a poll taken more than 48 hours after it is demanded, the instrument appointing a proxy and any reasonable evidence required by the directors under article 22.8 must be delivered as required under article 22.9 not less than 24 hours before the time appointed for the taking of the poll.
- 22.11 If the form of appointment of proxy is not delivered in time, it is invalid.
- 22.12 For so long as the same is required under the Law, in calculating the periods in this article, no account shall be taken of any part of a day which is not a working day.
- 22.13 The directors may decide either generally or in a specific case, to treat a proxy appointment as valid notwithstanding that the appointment or any information required under article 22.8 has not been received in accordance with the requirements of these articles. Subject to the foregoing, if the proxy appointment and any of the information required under article 22.8 is not received in the manner set out in article 22.9, the appointee shall not be entitled to vote in respect of the shares in question.
- 22.14 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place as has been appointed for the deposit of instruments of proxy before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 22.15 A meeting of members may be held notwithstanding that such members may not be in the same place if a member is, by any means, in communication with one or more other members so that each member participating in the communication can hear or read what is said or communicated by each of the others, each member so participating is deemed to be present at a meeting with the other members so participating and any such meeting shall be deemed to be held in the place in which the chairman of the meeting is present.

## **23 Corporations acting by representatives**

Any corporation which is a member of the Company may, by resolution of its board or other governing body, authorise such person or persons as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual

member of the Company. A corporation present at any meeting by such representative shall be deemed for the purposes of these articles to be present in person.

## **24 Resolutions in writing**

- 24.1 Anything that may be done by resolution passed at a general meeting of the Company or at a meeting of the holders of any class of shares in the Company may be done by resolution in writing in accordance with the provisions of the Law. A resolution in writing may be executed in one or more counterparts.
- 24.2 Subject to the Law a resolution proposed as a written resolution may specify a date and time (whether greater or lesser than any period for the time being specified by the Law) by which the proposed written resolution lapses if it has not been passed by the requisite majority of eligible members. No instrument received or signature appended thereto after such time shall be counted.
- 24.3 The accidental omission to give notice of any proposed resolution in writing to, or the non-receipt of notice of a resolution in writing by, any person entitled to receive notice shall not invalidate any resolution or any proposed resolution.

## **25 Number of directors**

Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum or minimum.

## **26 Alternate directors**

- 26.1 Subject to article 26.6, any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him.
- 26.2 An alternate director shall be entitled to attend, be counted towards a quorum and vote at any meeting of directors and at any meeting of committees of directors of which his appointor is a member at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 26.3 Subject to article 26.6, an alternate director shall cease to be an alternate director if his appointor ceases to be a director.
- 26.4 Subject to article 26.6, any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 26.5 Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

26.6 Notwithstanding any other provision of this article 26, only holders of the Sponsor Shares shall be entitled to vote in respect of their Sponsor Shares in relation to any resolution to appoint a director until the day following the Business Combination Completion Date. For the avoidance of doubt, no Ordinary Shareholder shall be entitled to vote in respect of their Ordinary Shares in relation to any resolution to appoint a director until such date.

## **27 Powers of directors**

27.1 Subject to the provisions of the Law, the memorandum and these articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company in any part of the world. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by these articles and a meeting of directors at which a quorum is present may exercise all the powers exercisable by the directors. Where a director is the sole director of the Company he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by these articles are conferred on the directors.

27.2 Subject as hereinafter provided, the directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of redeeming shares) and secure any debt or obligation of or binding on the Company in any manner including by the issue of debentures (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge pledge or lien upon the whole or any part of the Company's undertaking property or assets (whether present or future) and also by a similar mortgage charge pledge or lien to secure and guarantee the performance of any obligation or liability undertaken by the Company or any third party.

27.3 The directors may, by power of attorney (signed in such a manner as the directors may determine), or otherwise, appoint any person, either generally or in respect of any specific matter, to represent the Company, act in its name and execute documents on its behalf.

## **28 Delegation of directors' powers**

The directors may delegate any of their powers to any committee consisting of one or more directors and (if thought fit) one or more other persons. They may also delegate to any managing director or any other director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

## **29 Appointment and retirement of directors**

29.1 Subject to article 29.5, the Law and these articles, the directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a director, either to fill a casual vacancy or as an additional director. Any

director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment.

29.2 Subject to article 29.5, the Law and these articles, the Company may by ordinary resolution:

- (a) appoint any person as a director; and
- (b) remove any person from office as a director.

There shall be no requirement for the appointment or removal of two or more directors to be considered separately.

29.3 A person must not be appointed a director unless he has in writing consented to being a director of the Company and declared that he is not ineligible under the Law.

29.4 A director may resign from office as a director by giving notice in writing to that effect to the Company at its registered office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.

29.5 Notwithstanding any other provision of this article 29, only holders of the Sponsor Shares shall be entitled to vote in respect of their Sponsor Shares on (i) any resolution to appoint a director and/or (ii) any resolution to amend any provision of these articles governing the appointment of a director until the day following the Business Combination Completion Date. For the avoidance of doubt, no Ordinary Shareholder shall be entitled to vote in respect of their Ordinary Shares in relation to (x) any resolution to appoint a director and/or (y) any resolution to amend any provision of these articles governing the appointment of a director until such date.

### **30 Disqualification and removal of directors**

30.1 The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of or he ceases to be eligible to be a director in accordance with the Law; or
- (b) he has his affairs declared "*en désastre*", becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgement executed on any of his assets; or
- (c) an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or
- (d) he dies; or
- (e) he resigns his office by notice to the Company; or
- (f) the Company so resolves by ordinary resolution; or
- (g) the other directors request him to resign in writing.

30.2 Notwithstanding any other provision of this article 30, only holders of Sponsor Shares shall be entitled to vote in respect of their Sponsor Shares in relation to (i) any resolution to remove a member of the Board for any reason and/or (ii) any resolution to amend any provision of these articles governing the removal of a member of the Board until the day following the Business Combination Completion Date. For the avoidance of doubt, no Ordinary Shareholder shall be entitled to vote in respect of their Ordinary Shares in relation to (x) any resolution to remove a director and/or (y) any resolution to amend any provision of these articles governing the removal of a director until such date.

### **31 Remuneration of directors**

Unless otherwise determined by the Company by ordinary resolution, the directors shall not be entitled to any remuneration for their service as directors, other than the reimbursement of expenses reasonably and properly incurred on behalf of the Company or in the furtherance of their duties.

### **32 Directors' expenses**

The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

### **33 Directors' appointments and interests**

33.1 Subject to the provisions of the Law, the directors may appoint one or more of their number to the office of managing director or to any other executive office in the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

33.2 Subject to and in accordance with the Law, a director must, upon becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose that fact to the directors.

33.3 For the purposes of the preceding article a general disclosure given to the directors to the effect that a director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.

33.4 Without limitation to the provisions of the Law, provided that he has disclosed his interests in accordance with the preceding two articles, a director, notwithstanding his office:

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

- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (d) may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as though he were not a director of the Company.

#### **34 Directors' gratuities and pensions**

The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

#### **35 Proceedings of directors**

- 35.1 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman of the Board shall have a second or casting vote. A director who is also an alternate director shall be entitled to a separate vote for each director for whom he acts as alternate in addition to his own vote.
- 35.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two except where a director is the sole director of the Company, in which case the quorum shall be one. A person who is an alternate director shall be counted in the quorum and any director acting as an alternate director shall also be counted as one for each of the directors for whom he acts as alternate.
- 35.3 Any director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all of the other directors present at such meeting to hear or read what is said or communicated by such director at all times and such director to hear or read what is said or communicated by all other directors present at such meeting at all times (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum. A meeting of directors conducted in accordance with this provision shall, subject to a resolution of the directors, be deemed to be held in the place where the chairman of the meeting is present.

- 35.4 The continuing directors or the only continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 35.5 The directors may appoint one of their number to be the chairman of the Board and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 35.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 35.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 35.8 A director may vote in respect of any transaction, arrangement or proposed transaction or arrangement in which he has an interest (including any interest in connection with a target company or business which may be the subject of a Business Combination) which he has disclosed in accordance with these articles and, if he does vote, his vote shall be counted, and he shall be counted towards a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the directors for consideration. For the avoidance of doubt, if the Company intends to consummate a Business Combination with a target or business that is affiliated with the holder of Sponsor Shares or the directors, the remaining non-affiliated directors will, prior to convening the Business Combination GM, obtain an opinion from an independent investment banking firm or another independent valuation or appraisal firm that regularly provides renders opinions on the type of target company or business that is subject to the Business Combination that the Business Combination is fair to the Company from a financial point of view.
- 35.9 Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

## **36 Company Secretary**

- 36.1 The Company may from time to time, but is not obliged to, appoint a secretary and subject to the provisions of the Law a director or other person may act as secretary, if one is appointed.
- 36.2 The functions of the Company secretary are those listed in section 171(a) – (e) of the Law and the Company secretary has a duty to take reasonable steps to ensure these are carried out.

## **37 Seals**

- 37.1 The common seal (if any) shall only be used by the authority of the directors or of a committee of directors authorised by the directors.
- 37.2 Subject to the provisions of the Law the directors may determine to have an official seal for use in any country territory or place outside the Island of Guernsey, which shall be a facsimile of the common seal of the Company. Any such official seal shall in addition bear the name of every territory district or place in which it is to be used.
- 37.3 The directors may determine who shall sign any instrument to which the common seal or any official seal is affixed and, in respect of the common seal, unless otherwise so determined such instrument shall be signed by a director and by a secretary or by a second director. A person affixing the common seal or any official seal to any instrument shall certify thereon the date upon which and the place at which it is affixed.

## **38 Dividends or Distributions**

- 38.1 The Company may reduce its share capital by way of distribution of amounts standing to any capital account of the Company or otherwise as the directors may determine.
- 38.2 Subject to the provisions of the Law, the Company may by ordinary resolution declare a dividend or distribution to be paid to members according to their respective rights and interests, but no dividend or distribution shall exceed the amount recommended by the directors.
- 38.3 Subject to the provisions of the Law, the directors may pay an interim dividend or distribution if it appears to them that it is justified by the assets of the Company.
- 38.4 If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The directors may also pay, at intervals settled by them, any dividend payable at a fixed rate if it appears to them that the assets of the Company justify the payment. Provided the directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

- 38.5 Except as otherwise provided by the rights attached to shares, all dividends or other distributions shall be declared and paid according to the amounts paid up on shares on which the dividend or other distribution is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend or other distribution is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- 38.6 A general meeting declaring a dividend or distribution may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 38.7 Any dividend or other moneys payable in respect of a share may be paid by electronic transfer or cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of the one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct (and in default of which direction to that one of the persons jointly so entitled as the directors shall in their absolute discretion determine). Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 38.8 The directors may deduct from any dividend or other moneys, payable to any member on or in respect of a share, all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 38.9 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 38.10 Any dividend which has remained unclaimed for ten years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.
- 38.11 For all dividends and other distributions in respect of Ordinary Shares included in the Euroclear System, the Company will be discharged from all obligations towards the relevant Ordinary Shareholders by placing those dividends or other distributions at the disposal of, or in accordance with the regulations of, Euroclear Nederland.
- 38.12 Notwithstanding any other provision of this article 38, the Company will not pay any dividends or other distributions prior to the Business Combination Completion Date.

### **39 Capitalisation of profits**

- 39.1 The directors may with the authority of an ordinary resolution of the Company:

- (a) subject as hereinafter provided, resolve to capitalise any undistributed assets of the Company not required for paying any preferential dividend;
- (b) appropriate the sum resolved to be capitalised to the members in proportion to the amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were distributable and apply such sum on their behalf either in or towards paying up the amounts (if any) for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company in an amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other;
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this article in fractions; and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

#### **40 Accounts and audit**

- 40.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Law and/or any prospectus of the Company, or any other applicable Dutch law, including, the FRSA and the FSA or authorised by the directors or by these articles.
- 40.2 The Company may appoint auditors to examine the accounts and report (where one is required in accordance with the Law or the FSA) thereon in accordance with the Law and the FSA.

#### **41 Notices**

- 41.1 Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors or a committee of directors need not be in writing.
- 41.2 The Company may send, deliver or serve any notice or other document to a member either:
  - (a) personally;
  - (b) by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address;
  - (c) by transmitting it by facsimile to the facsimile number last notified to the Company by the member or that member's relevant electronic address; or

(d) by transmitting it by electronic means (other than by transmission by facsimile) to that member's relevant electronic address from time to time held by the Company for that member or by means of a website in accordance with the Law, unless, in the case of transmission by means of a website, such member notifies the Company otherwise and unless and until the Company receives such notice.

41.3 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

41.4 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

41.5 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.

41.6 Service of any notice by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment. A notice sent by post shall, unless the contrary is shown, be deemed to have been received:

(a) in the case of a notice sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the second day after the day of posting; and

(b) in the case of a notice sent elsewhere, on the third day after the day of posting;

excluding in each case, for so long as the same is required under the Law, any day which is not a working day. Any notice sent by facsimile or by electronic means shall be deemed to be received immediately after it was transmitted, unless the contrary is shown.

41.7 A notice may be given by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a member by sending or delivering it, in any manner authorised by these articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the member or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, bankruptcy or incapacity of a member, notice given to any one of such persons shall be sufficient notice to all such persons.

## **42 Business Combination**

### *Approval*

42.1 In the event that the Company proposes to complete a Business Combination, it will convene a general meeting and propose the Business Combination for consideration and approval by the members (the **Business Combination GM**) even if the nature of the Business Combination would not ordinarily require shareholder approval under the Law.

- 42.2 Until the consummation of the initial Business Combination, the Company will not effect any other (legal) merger, amalgamation, share exchange, asset and/or liability acquisition, share purchase, reorganisation or similar business combination with a target business or entity. For the avoidance of doubt, the Company will not effectuate the Business Combination solely with another special purpose acquisition company or similar company with nominal operations.
- 42.3 Notwithstanding any other provision of these articles, the resolution to effect a Business Combination shall require the prior approval by a majority of:
- (a) at least 50% + 1 of the votes cast at the Business Combination GM by members entitled to vote and voting in person or by attorney or represented by proxy; or
  - (b) where a resolution to effect a Business Combination is to be approved in writing, by members representing a majority of not less than 50% + 1 of the total voting rights of members entitled to vote as at the date of circulation of the written resolution; or
  - (c) in the event that the Business Combination is to be structured as an amalgamation, not less than 75% of the votes cast at the Business Combination GM by members entitled to vote and voting in person or by attorney or represented by proxy; or
  - (d) in the event that the Business Combination is to be structured as an amalgamation, where a resolution to effect a Business Combination is to be approved in writing, by members representing a majority of not less than 75% of the total voting rights of members entitled to vote as at the date of circulation of the written resolution,
- (the Required Majority).**
- 42.4 If the Company fails to complete a Business Combination by the Business Combination Deadline, the provisions of article 42.11 will apply.

*Repurchase rights on a Business Combination*

- 42.5 Subject to completion of the Business Combination and article 42.8, the Company will provide Ordinary Shareholders with the opportunity to repurchase all or a portion of their Ordinary Shares at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account calculated as of two Trading Days prior to the consummation of the Business Combination divided by the number of then issued and outstanding Ordinary Shares (not held in treasury and/or any Ordinary Shares not held by or for the benefit of the Sponsor and/or any other Insiders) (including the amount contributed by the Sponsor pursuant to the Escrow Account Overfunding and any Additional Escrow Account Overfunding). On the date set by the Board for the repurchase of the relevant Ordinary Shares (the **Repurchase Date**) which will be on or about the Business Combination Completion Date, the Company will be required to repurchase any Ordinary Shares properly delivered for repurchase and not withdrawn and the repurchase price will be paid within two Trading Days after the Repurchase Date. For the avoidance of doubt, the Sponsor Shares will not be repurchased in connection with the Business Combination.
- 42.6 Subject to article 42.8 and 42.12, each Ordinary Shareholder (a **Repurchasing Shareholder**) may elect to have its Ordinary Shares repurchased without voting at the

Business Combination GM and, if they do vote, they may still elect to have their Ordinary Shares repurchased irrespective of whether they vote for or against, or abstain from voting on the proposed Business Combination.

- 42.7 Details of a tender or repurchase of Ordinary Shares will be fully described in a shareholder circular and/or prospectus (as applicable) published in connection with the Business Combination GM. The acceptance period shall, in any event, be the period from the day of the notice of the Business Combination GM ending on the third Trading Day preceding the Business Combination GM (the **Acceptance Period**). The Ordinary Shares shall not carry any repurchase rights following the consummation of the Business Combination. A Shareholder may withdraw its request for repurchase at any time up to the end of the Acceptance Period.
- 42.8 The Company may stipulate in the shareholder circular for the Business Combination GM that an Ordinary Shareholder, together with any affiliate of such Ordinary Shareholder or any other person with whom such Ordinary Shareholder is acting in concert, will be restricted from exercising their repurchase rights with respect to the Ordinary Shares at the time of the Business Combination that represent more than an aggregate of 15% of the total number Ordinary Shares of the Company sold in the Offering without the prior consent of the Board.
- 42.9 For the avoidance of doubt, such Ordinary Shareholders and/or their affiliates or any other person with whom such Ordinary Shareholder is acting in concert or as a group shall still be entitled, either jointly or individually, to vote against the Business Combination with respect to all Ordinary Shares owned by such Ordinary Shareholder or such Ordinary Shareholder's affiliates or such other persons.
- 42.10 Any Ordinary Shareholder who does not exercise its repurchase rights by the Acceptance Period shall have such rights as are set out in the remainder of these articles as applying to Ordinary Shareholders generally.

*Repurchase rights absent a Business Combination by the Business Combination Deadline*

- 42.11 In the event that the Company has not completed a Business Combination by the Business Combination Deadline, the Company will:
- (a) cease all operations except for the purpose of winding up in accordance with article 43;
  - (b) as promptly as reasonably possible but not more than 10 Trading Days thereafter, repurchase the Ordinary Shares (for an amount equal to the aggregate amount then on deposit in the Escrow Account divided by the number of then issued and outstanding Ordinary Shares (not held in treasury and/or any Ordinary Shares not held by or for the benefit of the Sponsor and/or any other Insiders) expected to be £10.00 per Ordinary Share representing the amount subscribed for by Ordinary Shareholders per Unit in the Offering together with Ordinary Shareholders' pro rata entitlement to the Escrow Account Overfunding, expected to be £0.25 per Ordinary Share, and together with any Additional Escrow Account Overfunding (if any) and together with Ordinary Shareholders' pro rata entitlement to any interest accrued on

the Escrow Account (if any) subject at all times to the Escrow Account containing sufficient proceeds), which repurchase will completely extinguish Ordinary Shareholders' rights as members (including the right to receive further liquidating distributions, if any); and

- (c) as promptly as reasonably possible following such repurchase but no later than three months from the Business Combination Deadline, subject to the approval of the Company's remaining members and its directors, liquidate and dissolve,

subject in each case to the obligations of, and requirements under the Law.

- 42.12 Notwithstanding any other provision of this article 42, as long as any Ordinary Shares are held by or for the benefit of the Sponsor and/or the other Insiders, there will be no repurchase rights with respect to such Ordinary Shares held by or for the benefit of the Sponsor and/or the other Insiders.

*Repurchase rights in connection with amendments to the articles*

- 42.13 Any of the articles provisions, including those related to pre-Business Combination activity, may be amended if approved by holders representing at least 75% of the shares who attend and vote at a general meeting.

#### **43 Winding up**

- 43.1 Subject to article 43.2, if the Company is wound up the Company may, with the sanction of a special resolution and any other sanction required by the Law (provided that no Ordinary Shareholder shall be entitled to vote in respect of any such special resolution until the day following the Business Combination Completion Date), divide the whole or any part of the assets of the Company among the members in specie, and the liquidator or, where there is no liquidator, the directors, may for that purpose value any assets and determine how the division shall be carried out as between the members or different classes of members and, with the like sanction, may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he or they may determine, but no member shall be compelled to accept any assets upon which there is a liability.

- 43.2 Notwithstanding any other provision of this article 43, where any Ordinary Shares are held by or on behalf of the Sponsor and/or the other Insiders, such Ordinary Shareholders will be deemed to have waived any rights to receive any liquidation distributions in respect of their holding of such Ordinary Shares, with any such amounts being for the benefit of the other Ordinary Shareholders.

#### **44 Indemnity**

- 44.1 Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director, alternate director or secretary and their respective heirs and executors shall be fully indemnified in so far as the Law allows, out of the assets and profits of the Company from and against all actions, expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts, except such (if any) as would otherwise attach to them in connection with any negligence, default, breach of duty or

breach of trust in relation to the Company and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss, misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except should the same happen by or through their own negligence, default, breach of duty or breach of trust in relation to the Company, provided that this article shall be deemed not to provide for, or entitle any person to, indemnification to the extent that it would cause this article, or any part of it, to be treated as void under the Law.

- 44.2 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 the benefit of a person who is or was a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company, (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 exercise 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).

#### **45 Inspection of records**

- 45.1 Subject to the Law, a director shall be entitled at any time to inspect the register of members, any register of secretaries the minutes of proceedings at general meetings, the minutes of proceedings at directors' meetings, the register of directors the index of members (if any), copies of all resolutions of members passed otherwise than at general meetings and the accounting records.
- 45.2 Subject to the Law, a member shall be entitled to inspect the register of members, the minutes of proceedings at general meetings, the register of directors, any register of secretaries and the index of members (if any) and copies of all resolutions of members passed otherwise than at general meetings.
- 45.3 The rights of inspection shall be exercisable during ordinary business hours.

