

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
WESTLEY RICHARDS (HOLDINGS) LIMITED
(Company Number: 03009015)
(the "Company")

Notice is hereby given that in accordance with Chapter 2 of Part 13 of the Companies Act 2006 (**Act**), on 17 June 2019 the following resolution was passed by the shareholders of the Company by way of written resolution.

Special Resolution

"THAT the Company adopt new articles of association in the form of the draft signed by the chairperson for the purpose of identification in substitution for and to the exclusion of the existing articles of association of the Company."



.....
Chairperson

17/6/19

.....
Date:

MONDAY



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30/09/2019

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COMPANIES HOUSE

WESTLEY RICHARDS (HOLDINGS) LIMITED

Company Number 03009015

ARTICLES OF ASSOCIATION



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SOLICITORS

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THE COMPANIES ACT 1985, 1989 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

WESTLEY RICHARDS (HOLDINGS) LIMITED

Company Number 03009015

(Adopted by special resolution passed on 17 JUNE 2019 ~~2016~~)

1. INTRODUCTION

- 1.1 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended before the adoption of these Articles (**Table A**) shall apply to the Company, except insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In Regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "Regulations" in the first line of the last paragraph of that Regulation. The sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of that Regulation.
- 1.3 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 Regulations 5, 8, 54, 62, 76, 77, 82, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company.
- 1.6 Regulation 6 of Table A shall be modified so that reference to the company seal is deleted.
- 1.7 Regulation 18 of Table A shall be modified by adding the following words at the end of the first sentence: "and all expenses that may have been incurred by the Company because of such non-payment".
- 1.8 Regulation 78 of Table A shall be modified by deleting the words "and may also determine the rotation in which any additional Directors are to retire".
- 1.9 Regulation 84 of Table A shall be modified by deleting the third and final sentences.
- 1.10 Regulation 89 of Table A shall be modified

- (a) by the deleting the words "may be fixed by the Directors and unless so fixed at any other number" in the first sentence, and
- (b) by the adding the following as a new final sentence "In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence and if on that basis there is a quorum, the meeting may be held despite the fact that only one Director is physically present".

1.11 Regulation 101 of Table A shall be modified by adding the words "if the Company has one", after the words "the seal" at the beginning of that Regulation. The following sentence shall also be added to that Regulation "Any instrument expressed to be executed by the Company and signed by two Directors, or by one Director and the Secretary, by the authority of the Directors or of a committee authorised by the Directors shall (to the extent permitted by the Act) have effect as if executed under seal".

2. INTERPRETATION

In these Articles, the following words have the following meanings

2006 Act: the Companies Act 2006, as amended

Act: the Companies Act 1985, as amended

Acting in Concert: has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended)

Available Profits: the profits available for distribution within the meaning of Part VIII of the Act

A Ordinary Shares: the A Ordinary Shares of £0.10 in the capital of the Company from time to time

A Ordinary Shareholder: a holder of A Ordinary Shares in the capital of the Company

Bad Leaver: a Leaver who is not a Good Leaver

Board: the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles

Business Day: a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business

Cessation Date: the earlier of the date on which the Leaver ceases to be an Employee or, where the relevant person will become a Leaver because they have given, or been given notice that they will cease to be an Employee, the date on which such notice is given

Company: Westley Richards (Holdings) Limited

Connected Persons: has the meaning given in section 839 of ICTA

Controlling Interest: an interest in shares (as defined in section 820 of the 2006 Act) in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company

Director: a director of the Company from time to time, and shall include the Investor Director

Disposal: the sale or other disposal (whether by one transaction or a series of related transactions) of:

- (a) the whole or a substantial part of the business and assets of the Company or any of the Subsidiaries; or
- (b) 50% more of the issued share capital of any immediate Subsidiary or Subsidiaries to the extent that it or they comprise the whole or a substantial part of the business and assets of the Group

Employee: a person who is employed by, or is a consultant to, any Group Company and/or holds the office of executive director in any Group Company (but for the avoidance of doubt, shall exclude any person who holds office as a non-executive director of the Company)

Encumbrance: any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law)

Exit: a Sale, a Disposal, a Liquidation, or a Return of Capital

Exit Proceeds: (i) the surplus assets and retained profits of the Company after payment of all liabilities and available for distribution to the members on a Return of Capital whether arising on or following a Liquidation or Disposal or otherwise, or (ii) the proceeds of an Exit arising from a Sale (in either case in whatever form)

Fair Value: means the fair value of the Sale Shares determined in accordance with Article 10.2

Good Leaver:

- (a) a Leaver who ceases to be employed or engaged by the Company or any Subsidiary by reason of any of the following:
 - i. death; or
 - ii. ill-health or disability where this prevents them carrying on their role, save where the ill-health or disability arises from the Leaver's own activities

(being an activity that does not relate to the proper performance of the Leaver's employment contract); or

iii. a Disposal, by reason of which the Leaver ceases to be employed by a Subsidiary; or

iv. retirement at normal retirement age; or

(b) a Leaver who the Board in its absolute discretion determines to be a Good Leaver

Group: the Company and its Subsidiaries (if any) for the time being and "Group Company" means any of them

ICTA: the Income and Corporation Taxes Act 1988

Independent Expert: the President, for the time being, of the Institute of Chartered Accountants of England and Wales or his appointee (acting as an expert and not as an arbitrator)

Investment Agreement: the investment agreement entered into between the Investor (1) Simon Dominic Clode (2) and the Company (3)

Investor: Landmark Limited registered in Isle of Man whose registered office is at 4 Athol Street, Douglas, Isle of Man, IM1 1LD or any transferee of the entirety of its holding of Shares in the Company

Investor Consent: the prior written consent of the Investor Director

Investor Director: the director of the Company nominated by the Investor under Article 16

Leaver: an A Ordinary Shareholder who ceases to be an Employee for whatever reason and does not continue to be an Employee by reason of his status in relation to any Group Company. For the avoidance of doubt and without limitation to the foregoing an A Ordinary Shareholder shall cease to be an Employee where he ceases to be employed by a Subsidiary by reason of a Disposal

Leaver's Shares: in relation to a Leaver, all shares in the capital of the Company held by him

Liquidation: the liquidation, dissolution or winding-up of the Company pursuant to the making of a winding-up order by the court on the passing of a resolution by the members that the Company be wound up or dissolved (save for a solvent winding-up for the purpose of reconstruction or amalgamation)

New Securities: any shares, or other securities convertible into, or carrying the right to subscribe for, those shares, issued by the Company after the date of adoption of these Articles

Net Property Value: the value of Real Estate of the Company or any Subsidiary from time to time less any associated debt secured on such property and which

expressions shall include any realisation of value arising from Real Estate from time to time that has not otherwise been distributed

Ordinary Shares: the Ordinary Shares of £0.10 in the capital of the Company from time to time

Ordinary Shareholder: a holder of Ordinary Shares in the capital of the Company

Permitted Transfer: a transfer of Shares in accordance with Article 12

Profit after Tax: the amount of consolidated profit (or loss) of the Group for a financial year, as shown in the statutory accounts of the Company for that year

(a) before any provision or reserve has been made for or in respect of

- (i) the payment of any dividend or other distribution or the transfer of any sum to reserves;
- (ii) the amortisation or writing-off of goodwill arising in consolidation;
- (iii) any exceptional items which reduce that profit or increase that loss and

(b) after provision has been made for corporation tax (or any other tax levied on, or measured by reference to, profits earned by the Company)

Real Estate: freehold or long leasehold property

Relevant Securities: any shares, or other securities convertible into, or carrying the right to subscribe for, those shares, issued by the Company after the date on which these Articles are adopted

Return of Capital: a return of capital of the Company other than a redemption of shares or the purchase by the Company of its own shares

Sale:

- (a) the sale or other disposal (whether by one transaction or a series of related transactions) of (i) a Controlling Interest or (ii) 50% more of the issued share capital of the Company on completion: or
- (b) where the purchaser(s) and its connected persons (within the meaning of Section 252 of the 2006 Act) or associated bodies corporate (within the meaning of Section 256 of the 2006 Act), as appropriate, already hold shares in the capital of the Company, the sale or other disposal of such number of shares such that the purchaser(s) and his connected persons or associated bodies corporate, as appropriate, hold 50% or more of the issued share capital of the Company (other than where the purchaser (together with its connected persons) holds 50% or more of the issued share capital of the Company immediately before a purchase of shares

Sale Shares: the shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice

Seller: the transferor of shares pursuant to a Transfer Notice

Shares: the A Ordinary Shares and Ordinary Shares from time to time in the capital of the Company

Share Sale: the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the shareholders and the proportion of shares held by each of them following completion of the sale are the same as the shareholders and their shareholdings in the Company immediately before the sale

Shareholder: a holder of shares in the Company

Subsidiary: means a subsidiary (as defined in Section 1159 of the 2006 Act) or a subsidiary undertaking (as defined in section 1162 of the 2006 Act) and "Subsidiaries" shall be construed accordingly

Transfer Notice: a notice in writing given by any Shareholder to the Company where that Shareholder desires, or is required by these Articles, to transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served it shall be referred to as a **Deemed Transfer Notice**

Transfer Price: save as otherwise expressly provided a price per Sale Share agreed between the Board and the Seller or, failing agreement, determined pursuant to Article 9.8

3. SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £312.40, divided into 2500 Ordinary Shares of £0.10 each and 624 A Ordinary Shares of £0.10.

4. DIVIDENDS

- 4.1 In any financial year, the Available Profits of the Company shall be used to pay dividends as set out in this Article 4.
- 4.2 Subject to the Act and these Articles, the Board may, provided Investor Consent is obtained, pay interim dividends if the Available Profits for the relevant period justify such payment.
- 4.3 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Shares held by them respectively. All dividends shall be paid in cash.
- 4.4 Different dividends (whether final or interim) may be declared upon different classes of share and the Board may determine to pay a dividend on one class of share and not another.

- 4.5 The Ordinary Shares shall entitle the holders thereof to fully participate in the profits and assets of the Company and derived from its Subsidiaries but the A Ordinary Shares shall not entitle the holders thereof to participate in any profits or assets to the extent that they are derived from the Real Estate of the Company or any of its Subsidiaries from time to time. The Ordinary Shares shall be entitled to participate in any profits or assets derived from the Real Estate of the Company or any of its Subsidiaries to the exclusion of the holders of A Ordinary Shares and of any other class of Shares.
- 4.6 The certificate of the auditors of the Company or in the absence of any auditors such persons who may assist the Board in the preparation of the statutory accounts of the Company from time to time shall in the absence of manifest error be conclusive as to the amount of:
- (a) the profits for any accounting period attributable to the Ordinary Shares and A Ordinary Shares respectively; and
 - (b) the assets so attributable on a winding up of the Company.

5. VOTING

- 5.1 Subject to any other provisions in these Articles concerning voting rights the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Ordinary Share shall carry one vote per Share.
- 5.2 Where Shares confer a right to vote, votes may be exercised
- (c) on a show of hands by every Ordinary Shareholder who (being an individual) is present in person or (being a corporation) is present by a representative (in which case, each Shareholder holding shares with votes shall have one vote); or
 - (d) on a poll by every Ordinary Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each Shareholder holding shares with votes shall have one vote for each such share held).
- 5.3 The A Ordinary Shares shall not confer upon the holder thereof any right to receive notice of or to attend, speak or vote at any general meeting of the Company.

6. CAPITAL

- 6.1 Any Exit Proceeds will be distributed in the following order of priority:
- (a) in the event that the Exit comprises:
 - i. a Disposal which includes any Real Estate of the Company or which includes the Real Estate of any Subsidiary; or
 - ii. a Disposal which includes the shares in any Subsidiary of the Company which holds Real Estate; or

iii. a Sale;

Priority	Class of Share	Amount to be paid
1	Ordinary Shares	The lower of the Exit Proceeds and the Net Property Value
2	Ordinary Shares and A Ordinary Shares (as if one class)	Any balance of the Exit Proceeds in excess of the Net Property Value

or

- (b) in the event that the Exit does not comprise any of the transactions referred to in Article 6.1(a) and subject to article 4.5, the Exit Proceeds shall be returned to the holders of the Ordinary Shares and A Ordinary Shares as if they constituted a single class of shares.

- 6.2 Any return on a particular class of shares will be made amongst their holdings pro rata as nearly as possible to their respective holdings of shares of that class.
- 6.3 Any determination of the Net Property Value for the purpose of this Article 6 shall be determined by the auditors of the Company from time to time or in the absence of any auditors, such persons who may assist the Board in the preparation of the Company's statutory accounts from time to time. Such person may appoint a surveyor for the purpose of assisting in the determination of the Net Property Value and the auditor or other accountants shall act as expert and not as arbitrator and their determination shall be final and binding on the parties.
- 6.4 On a winding up of the Company, the assets available for the member shall be distributed amongst those who would have been entitled to them as if the assets had been distributed by way of dividend and in the same proportions.

7. FURTHER ISSUES OF SHARES: PRE-EMPTION

- 7.1 Subject to the remaining provisions of this Article 6, the Directors are generally and unconditionally authorised for the purpose of section 549 to 551 of the 2006 Act to exercise any power of the Company to

- (a) offer, allot or grant rights to subscribe for; or
- (b) convert securities into; or
- (c) otherwise deal in, or dispose of,

any Shares (or any other Relevant Securities in the Company) to any person, at any times and subject to any terms and conditions as the Directors think proper.

- 7.2 In accordance with section 567 of the 2006 Act, sections 561 and 562 (inclusive) of the 2006 Act shall not apply to an allotment of equity securities made by the Company.

7.3 Unless otherwise agreed by special resolution or by written resolution passed in accordance with sections 288 to 300 of the 2006 Act, if the Company proposes to allot any Relevant Securities those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all Ordinary Shareholders on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer

(a) shall be in writing, give details of the number and subscription price of the Relevant Securities and invite the Ordinary Shareholders to apply in writing within the period from the date of the offer to the date ten Business Days after the date of the offer (inclusive) for their pro rata proportion of the Relevant Securities; and

(b) may stipulate that any Ordinary Shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess Relevant Securities (**Excess Securities**) for which they wish to subscribe.

7.4 Any Relevant Securities not accepted by Ordinary Shareholders pursuant to the offer made to them in accordance with Article 6.3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 6.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 6.4 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining may be offered, subject to Investor Consent, to any other person as the Directors may determine at the same price and on the same terms as the offer to the Ordinary Shareholders, provided that no Shares shall be issued more than three months after the end of the period for acceptance of the offer of such Shares pursuant to Article 6.3.

7.5 Subject to Article 6.3 and Article 6.4 and to sections 549 to 551 of the Act, any Relevant Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper. Any such allotment must be approved in writing by the Investor Director.

8. TRANSFER OF SHARES

8.1 In Article 8, Article 9, Article 10, Article 11, Article 12, Article 13 and Article 14, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.

8.2 No Share may be transferred unless the transfer is made in accordance with these Articles.

- 8.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice immediately in respect of all Shares held by him.
- 8.4 Any transfer of a Share by way of sale that is required to be made under Article 7, Article 9, Article 10, Article 11, Article 12, Article 13 and Article 14 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 8.5 In addition to the provisions of Regulation 24 of Table A, the Directors may refuse to register a transfer if it is a transfer of a share to a bankrupt, a minor or a person of unsound mind. Regulation 24 of Table A shall be modified accordingly.
- 8.6 The Directors may, as a condition to the registration of any transfer of shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any investment agreement (or similar document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any condition is imposed in accordance with this Article 8, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 8.7 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, any Director may require any Shareholder or the legal personal representatives of any deceased Shareholder or any person named as transferee in any transfer lodged for registration or any other person whom a Director may reasonably believe to have information relevant to that purpose, to provide to the Company any information and evidence that such Director requests regarding any matter which he deems relevant to that purpose. If the information or evidence is not provided within a period of 15 days following the communication of such requirement to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur
- (a) the relevant shares shall cease to confer on the holder of them (or any proxy) any rights:
 - (i) to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or at any separate meeting of the class of shares in question), provided that these rights shall not cease if, as a result of such cessation, the Company would become a subsidiary of the Investor; or
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares or in pursuance of an offer made to the relevant holder; and

- (b) the Directors may resolve that a Transfer Notice shall be deemed to have been served by the holder in respect of the relevant shares with effect from the date of such resolution.

The rights referred to in Article 8.7(a) may be reinstated by the Board subject to the Investor Director's Consent or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 8.7(b).

8.8 Where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the end of that period. If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the provisions of Article 9 shall apply to such Transfer Notice, subject to the Transfer Notice being treated as having specified that

- (a) the Transfer Price for the Sale Shares shall save as provided in Article 11.1 or Article 11.4 (in which case the provisions of those articles shall apply) be as agreed between the Board (any Director with whom the Seller is connected (within the meaning of section 252 of the 2006 Act) not voting) and the Seller, or, failing agreement within ten Business Days after the date on which the Board becomes aware of the deemed issue of the Transfer Notice, the Transfer Price shall be the Fair Value (as determined in accordance with Article 10.2) of the Sale Shares;
- (b) there is a Minimum Transfer Condition (as defined in Article 9.2(d)); and
- (c) it is given in relation to all of the Shares held by the Seller.

8.9 There shall be no right of revocation in accordance with Article 9.3 of a Transfer Notice deemed to have been given.

9. TRANSFER OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

9.1 Except where the provisions of Article 12 apply and save as provided in Article 13.7 and Article 14.1, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 8.

9.2 A Seller shall, before transferring or agreeing to transfer any Shares (**Sale Shares**), give notice in writing (a **Transfer Notice**) to the Company specifying

- (a) the number of Sale Shares;
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
- (c) the price (in cash) at which he wishes to transfer the Sale Shares; and
- (d) whether the Transfer Notice is conditional on all of the Sale Shares being sold to Shareholders (**Minimum Transfer Condition**) and any such condition shall be binding on the Company.

- 9.3 Once given (or deemed to have been given under) these Articles, a Transfer Notice may not be withdrawn except with the consent of the Board (any Director with whom the Seller is connected (within the meaning of section 252 of the 2006 Act) not voting), provided that, subject to Article 8.9, the Seller may revoke the Transfer Notice by notice in writing served on the Company within 10 Business Days of determination of the Transfer Price pursuant to Article 9.8 if the Independent Expert determines the Fair Value of the Sale Shares to be less than the price specified in the Transfer Notice.
- 9.4 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 9.5 As soon as practicable following agreement or determination (as the case may be) of the Transfer Price under Article 10 and in accordance with Article 9.8 and/or Article 8.8(a) (as applicable) (subject to the Seller not having served a notice of revocation in accordance with Article 9.3) the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 9.7. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 9.6 Any Sale Shares which are Ordinary Shares shall be offered in each case on the basis as set out in Articles 9.7 to 9.15 inclusive and any Sale Shares which are A Ordinary Shares shall be offered in each case on the basis as set out in the Articles 9.16 to 9.25 inclusive..
- 9.7 The Board shall, in writing, offer any Sale Shares being Ordinary Shares (**Ordinary Sale Shares**) at the Transfer Price, to all Ordinary Shareholders at the date of agreement or determination of the Transfer Price other than the Seller (**Continuing Shareholders**) inviting them to apply in writing within the period from the date of the offer to the date ten Business Days after the offer (inclusive) (**Offer Period**) for the maximum number of Ordinary Sale Shares they wish to buy.

If the Ordinary Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this Article 9.7 shall be conditional on the fulfilment of the Minimum Transfer Condition.

If, at the end of the Offer Period, the number of Ordinary Sale Shares applied for is equal to or exceeds the number of Ordinary Sale Shares, the Board shall allocate the Ordinary Sale Shares to each Continuing Shareholder in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Ordinary Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing Shareholder of more than the maximum number of Ordinary Sale Shares which he has stated he is willing to buy.

If only some of the Ordinary Sale Shares are allocated in accordance with the foregoing paragraphs of this Article 9.7, but there are applications for Ordinary Sale Shares that have not been satisfied, those Ordinary Sale Shares shall be allocated to the relevant applicant(s) in the proportion which their existing holdings of Shares bear to the total number of Shares held by those Continuing Shareholders whose applications have not been satisfied as at the date of agreement or determination of the Transfer Price, provided that no such allocation shall be made to any Continuing

Shareholder of more than the maximum number of Ordinary Sale Shares which he has stated he is willing to buy.

If, at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Ordinary Sale Shares, the Board shall allocate the Ordinary Sale Shares to the Continuing Shareholders in accordance with their applications. The balance (**Initial Surplus Shares**) shall be dealt with in accordance with Article 9.9.

- 9.8 Unless agreed by the Board and the Seller not later than ten Business Days from receipt of the Transfer Notice, the Transfer Price for the Ordinary Sale Shares shall be the Fair Value.
- 9.9 If the Company shall not find Continuing Shareholders willing to purchase all or any of the Ordinary Sale Shares pursuant to this Article 9 within the Offer Period then the Company may, subject to the provisions of the 2006 Act and within 15 Business Days of expiry of the Offer Period, exercise its power to purchase at the Transfer Price such number of the Initial Surplus Shares as it may determine. Any purchase of Ordinary Sale Shares by the Company pursuant to this Article 9.9 shall take place on the date specified for completion in the Allocation Notice and in the event that the Transfer Notice contained a Minimum Transfer Condition shall be conditional upon the Company acquiring all Initial Surplus Shares or the Balance of the Initial Surplus Shares being fully allocated.
- 9.10 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for pursuant to Article 9.7 is less than the number of Ordinary Sale Shares and the Company declines or is unable to exercise the powers referred to in Article 9.9 in respect of the Initial Surplus Shares, the Board shall, in writing, offer the balance of the Initial Surplus Shares (**Balance of the Initial Surplus Shares**) at the Transfer Price, to all A Ordinary Shareholders at the date of agreement or determination of the Transfer Price (**Continuing A Ordinary Shareholders**) inviting them to apply in writing within the period from the date of the offer to the date ten Business Days after the offer (inclusive) (**Second Offer Period**) for the maximum number of the Balance of the Initial Surplus Shares they wish to buy.

If the Ordinary Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this Article 9.10 shall be conditional on the fulfilment of the Minimum Transfer Condition.

If, at the end of the Second Offer Period, the number of the Balance of the Initial Surplus Shares applied for is equal to or exceeds the number of the Balance of the Initial Surplus Shares, the Board shall allocate the Balance of the Initial Surplus Shares to each Continuing A Ordinary Shareholder in the proportion which his existing holding of A Ordinary Shares bears to the total number of A Ordinary Shares held by those Continuing A Ordinary Shareholders who have applied for any Balance of Initial Surplus Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to any A Ordinary Shareholder of more than the maximum number of Ordinary Sale Shares which he has stated he is willing to buy.

If only some of the Balance of Initial Surplus Shares are allocated in accordance with the foregoing paragraphs of this Article 9.10, but there are applications for Balance

of the Initial Surplus Shares that have not been satisfied, any unallocated Balance of the Initial Surplus Shares shall be allocated to the relevant applicant(s) in the proportion which their existing holdings of A Ordinary Shares bear to the total number of Shares held by those Continuing A Ordinary Shareholders whose applications have not been satisfied provided that no such allocation shall be made to any Continuing A Ordinary Shareholder of more than the maximum number of the Balance of the Initial Surplus Shares which he has stated he is willing to buy.

- 9.11 If the Transfer Notice relating to Ordinary Shares includes a Minimum Transfer Condition and the total number of Shares applied for pursuant to Article 9.7 is less than the number of Ordinary Sale Shares and the Company declines or is unable to exercise the powers referred to in Article 9.9 in respect of the Initial Surplus Shares and the Balance of Initial Surplus Shares applied for is less than the Balance of Initial Surplus Shares, the Board shall notify the Seller and all those to whom Ordinary Sale Shares have been conditionally allocated under Article 9.7 or 9.10 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

If

- (a) the Transfer Notice does not include a Minimum Transfer Condition, or
- (b) all of the Ordinary Sale Shares have either been allocated or the Company has exercised its rights to purchase the Initial Surplus Shares in accordance with Article 9.9 or the Balance of Initial Surplus Shares has been allocated,

the Board shall, within 10 Business Days of expiry of the Offer Period or (if Sale Shares remained unallocated at the end of the Offer Period) the later of the date on which the Company exercises its power pursuant to Article 9.9 or the expiry of the period referred to therein give written notice of allocation or within 10 Business Days of expiry of the Second Offer Period (if the Company does not acquire all of the Initial Surplus Shares) (**Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated (**Applicant**). The Allocation Notice shall specify the number of Ordinary Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Ordinary Sale Shares (which shall be at least ten Business Days but not more than fifteen Business Days after the date of the Allocation Notice).

- 9.12 On the service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Ordinary Sale Shares in accordance with the requirements specified in it.

If the Seller fails to transfer any Ordinary Sale Shares within fifteen Business Days of having become bound to do so pursuant to this Article 9

- (a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board), may, on behalf of the Seller
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Ordinary Sale Shares;

- (ii) receive the Transfer Price and give a good discharge for it; and
 - (iii) (subject to the transfer being duly stamped) enter the transferee(s) in the register of Shareholders as the holder(s) of the Shares purchased by them, and
- (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

9.13 If –

- (a) an Allocation Notice does not relate to all the Ordinary Sale Shares; and
- (b) the Company has not exercised its power to acquire all or any of the Initial Surplus Shares pursuant to Article 9.9,

within twenty days of the later of the purchase by the Company of some or all of the Initial Surplus Shares pursuant to Article 9.9, or the expiry of the Second Offer Period, the Seller may transfer the balance of the Balance of Initial Surplus Shares not acquired by the A Ordinary Shareholders to any person at a price at least equal to the Transfer Price. If the Transfer Notice included a Minimum Transfer Condition, the Seller shall not be at liberty to sell part only of the Ordinary Sale Shares.

9.14 The Seller's right to transfer Ordinary Sale Shares under Article 9.13 does not apply if the Board (any Director with whom the Seller is connected (within the meaning of section 252 of the 2006 Act) not voting) reasonably considers that

- (a) the transferee is a person (or a nominee for a person) who is a competitor with (or an associate of a competitor with) the business of the Company;
- (b) the sale of the Ordinary Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (c) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board to enable it to form the opinion mentioned above.

9.15 The restrictions imposed by this Article 9 may be waived in relation to any proposed transfer of Ordinary Shares with its prior written consent of all Ordinary Shareholders.

9.16 The Company may, subject to the provisions of the 2006 Act, exercise its power to purchase at the Transfer Price, such number of the Sale Shares being A Ordinary Shares (**A Ordinary Sale Shares**) as it may determine provided that, if the Transfer Notice contained a Minimum Transfer Condition the purchase of some only of the A Ordinary Sale Shares by the Company shall be conditional upon all A Ordinary Sale Shares being allocated for purchase within an A Allocation Notice. Any purchase of A Ordinary Sale Shares by the Company pursuant to this Article 9.16 shall take place on the date specified for completion in the A Allocation Notice, but the Company shall

have resolved to make such acquisition within 30 days of the date of agreement or determination of the Transfer Price (**First A Offer Period**).

- 9.17 Upon the expiry of the First A Offer Period, the Board shall, in writing, offer the balance of the A Ordinary Sale Shares (**A Ordinary Surplus Sale Shares**) at the Transfer Price, to all Ordinary Shareholders at the date of agreement or determination of the Transfer Price (**Continuing Ordinary Shareholders**) inviting them to apply in writing within the period from the date of the offer to the date ten Business Days after the offer (inclusive) (**Second A Offer Period**) for the maximum number of A Ordinary Surplus Sale Shares they wish to buy.

If the A Ordinary Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this Article 9.17 shall be conditional on the fulfilment of the Minimum Transfer Condition.

If, at the end of the Second A Offer Period, the number of A Ordinary Surplus Sale Shares applied for is equal to or exceeds the number of A Ordinary Surplus Sale Shares, the Board shall allocate the Ordinary Sale Shares to each Continuing Ordinary Shareholder in the proportion which his existing holding of Ordinary Shares bears to the total number of Ordinary Shares held by those Continuing Ordinary Shareholders who have applied for A Ordinary Surplus Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to an Ordinary Shareholder of more than the maximum number of A Ordinary Surplus Sale Shares which he has stated he is willing to buy.

If only some of the A Ordinary Surplus Ordinary Sale Shares are allocated in accordance with the foregoing paragraphs of this Article 9.17, but there are applications for A Ordinary Surplus Sale Shares that have not been satisfied, any unallocated balance of A Ordinary Surplus Sale Shares shall be allocated to the relevant applicant(s) in the proportion which their existing holdings of Ordinary Shares bear to the total number of Ordinary Shares held by those Continuing Ordinary Shareholders whose applications have not been satisfied, provided that no such allocation shall be made to any Continuing Ordinary Shareholder of more than the maximum number of A Ordinary Surplus Ordinary Sale Shares which he has stated he is willing to buy.

If, at the end of the Second Offer Period, the total number of A Ordinary Surplus Sale Shares applied for is less than the number of A Ordinary Surplus Ordinary Sale Shares, the Board shall allocate the A Ordinary Surplus Ordinary Sale Shares to the Continuing Ordinary Shareholders in accordance with their applications. The balance of the A Ordinary Surplus Sale Shares (**Balance of the A Ordinary Surplus Sale Shares**) shall be dealt with in accordance with Article 9.18.

- 9.18 Upon the expiry of the Second A Offer Period, the Board shall, in writing, offer the Balance of the A Ordinary Surplus Sale Shares at the Transfer Price, to all A Ordinary Shareholders at the date of agreement or determination of the Transfer Price other than the Seller (**Continuing A Shareholders**) inviting them to apply in writing within the period from the date of the offer to the date ten Business Days after the offer (inclusive) (**Third A Offer Period**) for the maximum number of the Balance of the A Ordinary Surplus Sale Shares they wish to buy.

If the Balance of the A Ordinary Surplus Sale Shares are subject to a Minimum Transfer Condition, any allocation made under this Article 9.18 shall be conditional on the fulfilment of the Minimum Transfer Condition.

If, at the end of the Third A Offer Period, the number of the Balance of the A Ordinary Surplus Sale Shares applied for is equal to or exceeds the number of the Balance of the A Ordinary Surplus Sale Shares, the Board shall allocate the Balance of the A Ordinary Surplus Sale Shares to each Continuing A Shareholder in the proportion which his existing holding of A Ordinary Shares bears to the total number of A Ordinary Shares held by those Continuing A Shareholders who have applied for any Balance of the A Ordinary Surplus Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Shareholder of more than the maximum number of Ordinary Sale Shares which he has stated he is willing to buy.

If only some of the Balance of A Ordinary Surplus Sale Shares are allocated in accordance with the foregoing paragraphs of this Article 9.18, but there are applications for any Balance of A Ordinary Surplus Sale Shares that have not been satisfied, any unallocated balance of Balance of A Ordinary Surplus Sale Shares shall be allocated to the relevant applicant(s) in the proportion which their existing holdings of A Ordinary Shares bear to the total number of A Ordinary Shares held by those Continuing A Shareholders whose applications have not been satisfied, provided that no such allocation shall be made to any Continuing A Shareholder of more than the maximum number of any Balance of A Ordinary Surplus Sale Shares which he has stated he is willing to buy.

If, at the end of the Third A Offer Period, the total number of A Ordinary Surplus Sale Shares applied for is less than the number of A Ordinary Surplus Sale Shares, the Board shall allocate the A Ordinary Surplus Sale Shares to the Continuing A Shareholders in accordance with their applications.

- 9.19 Save for transfers pursuant to Article 12.10, Article 13 or Article 14, the Transfer Price for the Sale Shares shall be determined by reference to Article 11.1 or Article 11.4 as appropriate.
- 9.20 If the Transfer Notice relating to A Ordinary Sale Shares includes a Minimum Transfer Condition and the total number of A Ordinary Sale Shares applied for pursuant to Article 9.17 and Article 9.18 is less than the number of A Ordinary Sale Shares and the Company declines or is unable to exercise the powers referred to in Article 9.16 in respect of the A Ordinary Sale Shares, the Board shall notify the Seller and all those to whom A Ordinary Sale Shares have been conditionally allocated under Article 9.17 or 9.18 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

If

- (a) the Transfer Notice does not include a Minimum Transfer Condition, or
- (b) all of the A Ordinary Sale Shares have either been allocated or the Company has exercised its rights to purchase all of the A Ordinary Sale Shares in accordance with Article 9.16,

the Board shall, within 10 Business Days give written notice of allocation (**A Allocation Notice**) to the Seller and each Shareholder to whom A Ordinary Sale Shares have been allocated (**A Applicant**). The A Allocation Notice shall specify the number of A Ordinary Sale Shares allocated to each A Applicant and the place and time for completion of the transfer of the A Ordinary Sale Shares (which shall be at least ten Business Days but not more than fifteen Business Days after the date of the A Allocation Notice).

9.21 The Board in its discretion may permit any Ordinary Shareholder or A Ordinary Shareholder, but not the Company, to pay the Transfer Price in relation to any A Ordinary Sale Shares by twenty four equal monthly instalments, the first instalment being on completion and subsequent instalments falling due on the same calendar date of the month in each successive month thereafter for a total of 23 successive months or where there is no equivalent date the first day of the following month. Where such discretion has been exercised to permit monthly payments, the entire balance of the Transfer Price shall fall immediately due and payable if any instalment of the Transfer Price is in arrears by more than five Business Days.

9.22 On the service of an A Allocation Notice, the Seller shall, subject to Article 9.21, against payment of the Transfer Price, transfer the A Ordinary Sale Shares in accordance with the requirements specified in it.

If the Seller fails to transfer any A Ordinary Sale Shares within fifteen Business Days of having become bound to do so pursuant to this Article 9

- (a) the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board), may, on behalf of the Seller
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant A Ordinary Sale Shares;
 - (ii) receive the Transfer Price and give a good discharge for it; and
 - (iii) (subject to the transfer being duly stamped) enter the transferee(s) in the register of Shareholders as the holder(s) of the Shares purchased by them, and
- (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

9.23 If –

- (a) an A Allocation Notice does not relate to all the A Ordinary Sale Shares; and
- (b) the Company has not exercised its power to acquire all or any of the A Ordinary Sale Shares pursuant to Article 9.16,

within twenty days of the later of purchase by the Company and/or Shareholders of some or all of A Ordinary Sale Shares or the expiry of the Third A Offer Period, the Seller may transfer the balance of the A Ordinary Sale Shares not acquired by the Company and/or remaining Shareholders to any person at a price at least equal to the Transfer Price. If the Transfer Notice included a Minimum Transfer Condition, the Seller shall not be at liberty to sell part only of the A Ordinary Sale Shares.

9.24 The Seller's right to transfer A Ordinary Shares under Article 9.23 does not apply if the Board (any Director with whom the Seller is connected (within the meaning of section 252 of the 2006 Act) not voting) reasonably considers that

- (a) the transferee is a person (or a nominee for a person) who is a competitor with (or an associate of a competitor with) the business of the Company;
- (b) the sale of the A Ordinary Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (c) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board to enable it to form the opinion mentioned above.

9.25 The restrictions imposed by this Article 9 may be waived in relation to any proposed transfer of A Ordinary Shares with prior written consent of all Ordinary Shareholders.

9.26 Any shares of any class transferred to an existing holder of a different class of shares (**Transferee Share Class**) shall (without further authority than is contained in this Article) forthwith on their transfer be deemed to have been re-designated as shares of the Transferee Share Class (on a one share for one share basis) having all the rights, privileges and restrictions attaching to the Transferee Share Class.

10. VALUATION

10.1 If no Transfer Price is specified in a Transfer Notice or if a Deemed Transfer Notice is served then, on service of the Transfer Notice or, in the case of a Deemed Transfer Notice, within 10 Business Days of the date on which the Board becomes aware of the deemed issue of the Transfer Notice (provided that the Transfer Price has not been agreed prior to that date in accordance with Article 8.8(a)), the Board shall either

- (a) appoint an Independent Expert to determine the fair value of the Sale Shares; or
- (b) if the fair value has been determined by an Independent Expert within the preceding twenty days, specify that the fair value of the Sale Shares shall be calculated by dividing that fair value by the number of Sale Shares to which it related and multiplying such fair value by the number of Sale Shares the subject of the Transfer Notice.

10.2 The fair value of the Sale Shares shall be determined by the Independent Expert pursuant to Article 8.8(a) and/or Article 9.8 and/or Article 10.1 on the following assumptions and bases

- (a) that there is no reduction for a minority interest;

- (b) that (unless there is in the opinion of the Independent Expert sufficient reason to qualify the same) the Company is a going concern;
- (c) on the assumption of an arm's length sale between a willing seller and a willing buyer; and
- (d) taking into account the provisions of Article 4.4, Article 5.3 and Article 6.

- 10.3 The Independent Expert shall be requested to determine the fair value within thirty Business Days of their appointment and notify the Board of their determination.
- 10.4 Subject to any confidentiality provisions, the Independent Expert may have access to all accounting records or other relevant documents of the Company and its Subsidiaries.
- 10.5 The Independent Expert may appoint a surveyor for the purpose of determining the Net Property Value, which shall be taken into account on any determination of fair value in accordance with Article 10.2 and Article 6.
- 10.6 The Independent Expert shall be considered to be acting as an expert and not an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 10.7 The reasonable costs of the Independent Expert shall be borne as the Independent Expert directs or in the absence of direction as to half by the Seller and half by the purchasing Shareholders pro rata to the Shares purchased or if the Seller withdraws the Transfer Notice or none of the Shares are purchased by the other Shareholders the Seller will bear the entire costs.

11. COMPULSORY TRANSFERS

- 11.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be regarded as giving a Transfer Notice in relation to such Share at such time as the Directors determine. Where a Transfer Notice is given pursuant to this Article 11.1 as a consequence of the bankruptcy of an A Ordinary Shareholder, the Transfer Price shall be the subscription price of the Sale Shares.
- 11.2 If a company that is a Shareholder resolves to appoint a liquidator, administrator or administrative receiver over it (or a material part of its business), that Shareholder shall be regarded as giving a Transfer Notice in respect of all Shares held by it at such time as the Directors determine.
- 11.3 If there is a change in control (as control is defined in section 840 of ICTA) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by a Director to do so, to give (or procure the giving of in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of any Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder (as defined in Article 12.2) from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice.

11.4 Unless the Board otherwise determines if an A Ordinary Shareholder becomes a Leaver, a Transfer Notice shall be deemed to have been served on the Cessation Date (or such later date (if any) as the Board Consent may determine and notify in writing to the Leaver) in respect of the Leaver's Shares and the Transfer Price for the Leaver's Shares shall be:

- (a) in the case of a Bad Leaver the lower of Fair Value and the subscription price of the Leaver's Shares; or
- (b) in the case of a Good Leaver the Fair Value.

12. PERMITTED TRANSFERS

12.1 In this Article the following words have the following meanings:

Associate: in relation to the Investor any corporate body which is or becomes the holding company or subsidiary company of the Investor or any person who becomes entitled to more than fifty percent (50%) of the issued share capital of the Investor

Civil Partner: in relation to an individual Shareholder, a civil partner as defined in the Civil Partnerships Act 2004

Family Trusts: in relation to an individual Shareholder, a trust or settlement set up wholly for the benefit of that individual Shareholder (**Settlor**) and/or the Settlor's Privileged Relations

Permitted Transfers: a transfer of Shares in accordance with Article 12.2

Permitted Transferee: in relation to a Shareholder who is an individual, any of his Privileged Relations, Family Trusts or the trustees of those Family Trusts and in relation to the Investor, any of its Associates

Privileged Relation: the spouse, Civil Partner, widow or widower of a Shareholder and the Shareholder's children and grandchildren (including step and adopted children), and step and adopted children of the Shareholder's children

12.2 An Ordinary Shareholder (the **Original Shareholder**) may transfer all or any of his or its Shares to a Permitted Transferee.

12.3 Where Ordinary Shares are held by the trustees of a Family Trust, the trustees may transfer Ordinary Shares to

- (a) the Original Shareholder;
- (b) another Privileged Relation of the Original Shareholder;
- (c) another Family Trust of which the Original Shareholder is the Settlor; or
- (d) to the new (or remaining) trustees upon a change of trustees of a Family Trust, without any price or other restriction.

- 12.4 A transfer of shares may only be made to a Family Trust if the following is confirmed to the reasonable satisfaction of the Board
- (a) the terms of the trust instrument and, in particular, the powers of the trustees,
 - (b) the identity of the proposed trustees,
 - (c) that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company
- 12.5 If a Permitted Transfer is made to the spouse or Civil Partner of the Original Shareholder, the Permitted Transferee shall within thirty Business Days of ceasing to be the spouse or Civil Partner of the Original Shareholder (whether by reason of divorce or otherwise) either
- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
 - (b) give a Transfer Notice to the Company in accordance with Article 9.2,
- failing which a Transfer Notice shall be deemed to have been given in respect of the relevant Shares on expiry of such period of thirty Business Days.
- 12.6 Where, under a deceased Ordinary Shareholder's will (or the laws as to intestacy), the persons legally or beneficially entitled to any Shares (whether immediately or contingently) are Privileged Relations of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Shares to those Privileged Relations who are Permitted Transferees, in each case without restriction as to price or otherwise. Shares previously transferred as permitted by this Article 11.6 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without any price or other restriction.
- 12.7 Subject to Article 12.6, on the death, bankruptcy or liquidation of a Permitted Transferee (other than a joint holder), his personal representatives, trustee in bankruptcy or its liquidator shall execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee (without any price or other restriction) within thirty Business Days after the date of the grant of probate, the making of the bankruptcy order or the passing of a resolution or making of an order for winding up. The transfer shall be to the Original Shareholder, if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered prior to expiry of that period of thirty Business Days, or if the Original Shareholder has died or is bankrupt or is in liquidation, the personal representative or trustee in bankruptcy or liquidator shall be deemed to have given a Transfer Notice on expiry of such period.
- 12.8 In the event that a Transfer Notice is deemed served pursuant to these Articles, a Transfer Notice shall also be deemed to have been served in respect of any transferred shares held by a Permitted Transferee of the Seller and all Shares (if any) which shall have been allotted to or issued to the holder(s) of such transferred Shares pursuant to a right or opportunity made available by virtue or in consequence of the

holding of such transferred Shares and such Shares shall be subject to the provisions of Article 8.8 as if they still constitute part of the transferor's holding.

- 12.9 Where Shares have been transferred under this Article 12 by the Investor to an Associate and subsequently the transferee ceases to be an Associate of the Investor, then the transferee shall forthwith transfer (so far as the same remain from time to time held by the transferee) the Shares originally transferred to the transferee and any additional Shares issued or transferred to the transferee by virtue of the holding of such Shares or any of them to the Investor, and failure so to transfer such Shares within 28 days of the transferee company ceasing to be an Associate of the Investor shall result in a Transfer Notice being deemed immediately to be given in respect of such Shares.
- 12.10 Subject to Article 13.1 any transfer of Shares may be made with the consent in writing of all Ordinary Shareholders.

13. MANDATORY OFFER ON A CHANGE OF CONTROL

- 13.1 The provisions of Article 13.2 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any Shares (**Proposed Transfer**) and such transfer would, if carried out, result in any person (**Purchaser**) and any person Acting in Concert with the Purchaser together acquiring a Controlling Interest in the Company.
- 13.2 Before making a Proposed Transfer, a Seller shall procure that the Purchaser makes an offer (**Offer**) to the other Shareholders to buy all of the Shares in the capital of the Company for a consideration per Share that achieves the outcome set out in Article 6 taking into account any previous transaction in the sixty days preceding the date of the Proposed Transfer with the Purchaser or any person Acting in Concert with the Purchaser (**Specified Price**) and otherwise on the same terms as the Proposed Transfer.
- 13.3 The Offer shall be given by written notice (**Offer Notice**) at least fifteen Business Days (**Offer Period**) before the proposed sale date (**Sale Date**) and shall remain open for the entirety of the Offer Period. To the extent not described in any accompanying documents, the Offer Notice must set out
- (a) the identity of the Purchaser;
 - (b) the purchase price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of Shares proposed to be purchased by the Purchaser (**Offer Shares**).
- 13.4 If the Purchaser fails to make the Offer to all holders of Shares, the Seller shall not be entitled to complete the sale and the Company shall not register any transfer intended to effect that sale.

- 13.5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 13.6 In the event of disagreement as to the Specified Price the matter shall be referred to auditors or accountants of the Company and the provisions of Article 6.3 shall apply substituting for this purpose the Specified Price for the first reference therein to Net Property Value and adding after the second reference to Net Property Value "and the Specified Price". The costs of the Independent Expert shall be borne equally by the parties concerned and their decision shall be final and binding.
- 13.7 The Proposed Transfer is subject to the pre-emption provisions of Article 9 benefitting the holders of the Ordinary Shares and the Company but not the holders of the A Ordinary Shares, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

14. DRAG ALONG

- 14.1 If the holders of no less than Forty eight percent (48%) of Ordinary Shares in issue for the time being (**Selling Shareholders**) wish to transfer all of their interest in Shares (**Sellers' Shares**) to a bona fide arms' length purchaser (**Proposed Buyer**) and after having gone through the pre-emption procedure in Article 9 (but so that the Sellers' Shares shall not be required to be offered to any A Ordinary Shareholders), the Selling Shareholders may require all the other holders of Shares (**Called Shareholders**) to sell and transfer all their shares to the Proposed Buyer or as the Proposed Buyer directs in accordance with the provisions of this Article (**Drag Along Option**).
- 14.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) not less than twenty days before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify
- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this Article 14,
 - (b) the person to whom the Called Shares are to be transferred,
 - (c) the consideration payable for the Sellers' Shares, and
 - (d) the proposed date of the transfer
- 14.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within thirty days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 14.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 13.
- 14.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise, and -

- (a) completion of the sale of the Called Shares shall be conditional on completion of the sale of the Sellers' Shares, and
- (b) each Called Shareholder shall sell all of his Shares referred to in the Drag Along Notice such price as shall achieve the outcome set out in Article 6.

14.6 Within twenty days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company. On completion of the sale of the Sellers' Shares and Called Shares, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall, pending payment to the Called Shareholders in accordance with this Article 14.6, hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

14.7 To the extent that the Proposed Buyer has not, on the expiration of the thirty day period referred to in Article 14.3, put the Company in funds to pay the consideration due, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 14 in respect of their Shares.

14.8 If any Called Shareholder does not, on completion of the sale of the Called Shares execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent to execute all necessary transfer(s) on its behalf and against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to the registration of shares under this Article even if a share certificate has not been produced.

15. NUMBER OF DIRECTORS

Unless and until the Company in general meeting determines otherwise the number of directors shall be two of whom one shall be the Investor Director.

16. INVESTOR DIRECTOR

16.1 The Investor shall for so long as it holds no less than Forty eight percent (48%) of the Ordinary Shares in the Company, be entitled to nominate a person to act as a Director of the Company from time to time. The other Ordinary Shareholders shall not vote their Shares so as to remove any Director appointed pursuant to this Article 15.1 from office. The Investor shall be entitled to remove such Investor Director from office and appoint another person to act in his place.

16.2 Any appointment or removal of the Investor Director under Article 16.1 shall take effect at the time that the notice is received at the Company's registered office or produced to a Board meeting.

16.3 For the avoidance of doubt, the right to appoint an Investor Director pursuant to this Article shall not be in addition to the right to appoint an Investor Director pursuant to Clause 6.3 of the Investment Agreement, and the Investor shall only be permitted to appoint one investor Director at any one time.

17. DISQUALIFICATION AND PROCEEDINGS AT MEETINGS OF DIRECTORS

17.1 In addition to the provisions of Regulation 81 of Table A, the office of Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office should be vacated.

17.2 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint any person he thinks fit to be his, her or its alternate Director. The appointment of an alternate Director shall not require approval by a resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.

17.3 Meetings of the Board shall take place at least once every three months. At least five Business Days' advance notice of such meeting shall be given to each Director (except with the prior written consent of all Directors, when board meetings may take place less frequently or on shorter notice).

17.4 To be quorate, any meeting of the Board shall include two Directors (of whom one shall be the Investor Director) in person or by alternate. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed then the meeting shall proceed

17.5 Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.

17.6 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article.

17.7 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is any equality of votes, the chairman shall have a second or casting vote.

17.8 Alex Clode shall be deemed to have been appointed chairman of the Board on adoption of these Articles.

18. LIEN

The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company, whether he is the sole registered holder of the shares or one of several joint holders.

19. INDEMNITY

19.1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each Director or other officer or auditor of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of trust or breach of trust in relation to the Company's affairs.

19.2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.

20. DATA PROTECTION

20.1 Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each a **Recipient**) for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

20.2 The personal data that may be processed for such purposes under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person except to

- (a) employees, directors and professional advisors of that Recipient or the Recipient's subsidiaries, holding companies, or any subsidiaries of such holding companies, and
- (b) funds managed by any of the Recipient or the Recipient's subsidiaries, holding companies, or any subsidiaries of such holding companies.

20.3 Each of the Shareholders and Directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.

