

Company number: 03641668

Articles of Association of Accsys Spangle Limited

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ACCSYS SPANGLE LIMITED

Introduction

1. Interpretation

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

A Shares:	means the A ordinary shares of £1.00 each in the capital of the Company.
Act:	means the Companies Act 2006.
AIB	AIB Group (UK) p. l.c.
AIB Security	means the shares charge and the debenture each entered into on 13/08/2019.
appointor:	has the meaning given in article 11.1.
Articles:	means the Company's articles of association for the time being in force.
Available Profits:	means profits available for distribution within the meaning of part 23 of the Act.
Bad Leaver	<p>a Shareholder who ceases to be an employee or director of, or a consultant to, a Group Company:</p> <p>(a) as a result of the Shareholder ceasing to be employed by reason of the dismissal of such Shareholder where a member of the Group was entitled to dismiss the Shareholder or terminate the Shareholder's engagement without notice or payment in lieu of notice under the Shareholder's service agreement, employment contract or consultancy agreement; or</p> <p>(b) as a result of the Shareholder having committed fraud or having otherwise been dishonest or acting in a way that amounts to gross misconduct.</p>
B1 Share	the B1 ordinary share of £1.00 each in the share capital of the Company.
B2 Share	the B2 ordinary share of £1.00 each in the share capital of the Company.
B Shares:	means the B1 Share and the B2 Share.
Business Day:	means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

C1 Share	the C1 ordinary share of £1.00 each in the share capital of the Company.
C2 Share	the C2 ordinary share of £1.00 each in the share capital of the Company.
C3 Share	the C3 ordinary share of £1.00 each in the share capital of the Company.
C4 Share	the C4 ordinary share of £1.00 each in the share capital of the Company.
C5 Share	the C5 ordinary share of £1.00 each in the share capital of the Company.
C6 Share	the C6 ordinary share of £1.00 each in the share capital of the Company.
C7 Share	the C7 ordinary share of £1.00 each in the share capital of the Company.
C8 Share	the C8 ordinary share of £1.00 each in the share capital of the Company.
C9 Share	the C9 ordinary share of £1.00 each in the share capital of the Company.
C10 Share	the C10 ordinary share of £1.00 each in the share capital of the Company.
C11 Share	the C11 ordinary share of £1.00 each in the share capital of the Company.
C12 Share	the C12 ordinary share of £1.00 each in the share capital of the Company.
C Shares:	means the C1 Share and the C2 Share and the C3 Share and the C4 Share and the C5 Share and the C6 Share and the C7 Share and the C8 Share and the C9 Share and the C10 Share and the C11 Share and the C12 Share.
Conflict:	has the meaning given in article 7.1.
Deemed TransferNotice:	means a Transfer Notice that is deemed to have been served under any provisions of these Articles.
Departing Shareholder:	means a Shareholder who for any reason other than the death of that Shareholder: <ul style="list-style-type: none"> a) where that Shareholder is a director of a Group Company ceases to be a director of that Group Company; b) where that Shareholder is an employee of a Group Company ceases to be an employee of that Group Company; or c) where that Shareholder is a director and an employee of the Group Company ceases to be both a director and employee of the relevant Group Company.
Directors	means the directors of the Company.

Disposal:	means the disposal by the Company of all, or a substantial part of, its business and assets.
Drag Along Notice:	as defined in article 24.2.
eligible director:	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
Exit:	means a Sale, a Disposal, a Liquidation, or a Listing.
Good Leaver	means a Departing Shareholder who is not an Intermediate Leaver or a Bad Leaver.
Group	means the Company or any subsidiary of the Company (and "Group Company" shall mean any such company).
IntermediateLeaver	means a Departing Shareholder who's Termination Date is within the Vesting Period excluding in all cases Richard Moore and Gareth Jones.
Liquidation	means 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.
Listing:	means the becoming effective of a listing of any Group Company's securities on a Stock Exchange or the granting of permission for any of any Group Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began.
Model Articles:	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/ 3229</i>) as amended prior to the date of adoption of these Articles.
Newco	means Moore Jones Limited (registered in England with company number 12070144).
Newco Shares	means the Shares held by Newco.
Original Shareholders	means David Cloudsdale and Lea Thurman.
Relevant Shares	means any Shares legally or beneficially held by any Departing Shareholder or, in the case of their death, any Shareholder, any of his or her connected persons or by Newco in proportion to that Departing Shareholder's ownership of Newco (for the avoidance of doubt, should a Newco Director become a Departing Shareholder, the Shares held by Newco on his behalf (in the case of Richard Moore 51% of Shares held by Newco and in the case of Gareth Jones 49% of Shares held by Newco) will be Relevant Shares).
Relevant Shareholder	the Shareholder holding the Relevant Shares.
Sale:	means the sale or other disposal (whether by one transaction or a series of related transactions) of the entire issued share capital of the Company on completion.

Shareholders' Agreements	the shareholders' agreements entered into by a number of the members of the Company on 13/08/2019
Shareholder:	means any person that holds Shares.
Shares:	means shares (of any class) in the capital of the Company and Share shall be construed accordingly.
Stock Exchange:	means The London Stock Exchange plc (including the Alternative Investment Market operated by The London Stock Exchange plc), PLUS Markets plc (including the PLUS-listed market and PLUS-quoted market operated by PLUS Markets plc) or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) and their respective share dealing markets.
Tag Along Notice:	as defined in article 25.3.
Termination Date	means: <ul style="list-style-type: none"> (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires; (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served; (c) where an employee dies, the date of his death; (d) where the employee concerned is a director but not an employee, the date on which his service agreement (or other terms of appointment) with the relevant Group Company is terminated; or (e) in any other case, the date on which the employment or holding of office is terminated.
Transfer Notice	means a notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares.
Transfer Price	has the meaning given in article 20.
Valuers	means an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 20 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator).
Vested Amount	such amount as is equal to the following percentage of the Fair Value of the Relevant Shares: <ul style="list-style-type: none"> (a) 0% if the Termination Date of the Relevant Shareholder is prior to (and excluding) the first anniversary of the Acquisition Date;

- (b) 25% if the Termination Date of the Relevant Shareholder is on or after the first anniversary but before the second anniversary of the Acquisition Date;
- (c) 50% if the Termination Date of the Relevant Shareholder is on or after the second anniversary but before the third anniversary of the Acquisition Date;
- (d) 75% if the Termination Date of the Relevant Shareholder is on or after the third anniversary but before the fourth anniversary of the Acquisition Date; and
- (e) 90% if the Termination Date of the Relevant Shareholder is on or after the fifth anniversary of the Acquisition Date.

Vesting Period

means the period from the Acquisition Date to the fifth anniversary of the Acquisition Date.

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.7. Any words following the terms **including**, **include**, **in particular** for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8. Where the context otherwise permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10. Articles 8, 9(1), 9(3), 11(2) and (3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 21, 24(2)(c), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11. Article 7 of the Model Articles shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.11.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12. Article 20 of the Model Articles shall be amended by the insertion of the words "and the secretary" before the words "properly incur".
- 1.13. In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10" after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles" after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31 (d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

2 Number of directors

The number of directors shall be subject to a maximum of four.

3 Appointment of directors

- 3.1 Moore Jones or any person to whom the Moore Jones Shares are transferred shall have the right to appoint and maintain in office two natural persons as a director of the Company and to remove any director so appointed and, upon his removal, to appoint another person to act as a director in his place (**Moore Jones Directors**).
- 3.2 The Original Shareholders shall have the right to appoint and maintain in office two natural person as a director of the Company and to remove any director so appointed and, upon his removal, to appoint another person to act as a director in his place (**Original Directors**).
- 3.3 Any appointment or removal of a Moore Jones Director or Original Director in accordance with articles 3.1 and 3.2 shall take immediate effect upon the receipt (or deemed receipt) by the Company of such notice in writing, or the production of such notice at a meeting of the Directors, or if later, the date (if any) specified in such notice.
- 3.4 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have had a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

4 Unanimous decisions

- 4.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

5 Calling a Directors' meeting

- 5.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 5.2 Subject to article 3.3, notice of a directors' meeting must be given to all directors but need not be in writing.
- 5.3 Reasonable efforts must be made to give notice of a directors' meeting to any director who is absent from the United Kingdom at the time the notice is given but any failure to attempt to send or receive such notice shall not affect the validity of the meeting.

6 Quorum for Directors' meetings

The quorum for the transaction of business at a meeting of directors is any two eligible directors consisting of at least one Moore Jones Director and one Original Director.

7 Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman shall not have a casting vote.

8 Transactions or other arrangements with the Company

8.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

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

8.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

8.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

8.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

8.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and

8.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

9 Directors' conflicts of interest

9.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).

9.2 Any authorisation under this article 9 will be effective only if:

9.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

9.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested directors vote had not been counted.

- 9.3 Any authorisation of a Conflict under this article 9 may (whether at the time of giving the authorisation or subsequently):
- 9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 9.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 9.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 9.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 9.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 9.4 Where the directors authorise a Conflict, the director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 9.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 9.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

10 Records of decisions to be kept

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

11 Appointment and removal of alternate directors

- 11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 11.1.1 exercise that director's powers; and
 - 11.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 11.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 11.3 The notice must:
- 11.3.1 identify the proposed alternate; and

11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

12 Rights and responsibilities of alternate directors

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

12.2 Except as the Articles specify otherwise, alternate directors:

12.2.1 are deemed for all purposes to be directors;

12.2.2 are liable for their own acts and omissions;

12.2.3 are subject to the same restrictions as their appointors; and

12.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

12.3 A person who is an alternate director but not a director:

12.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

12.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

12.3.3 shall not be counted as more than one director for the purposes of articles 12.3.1 and 12.3.2.

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

12.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

13 Termination of alternate directorship

An alternate director's appointment as an alternate terminates:

13.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

13.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

13.3 on the death of the alternate's appointor; or

13.4 when the alternate's appointor's appointment as a director terminates.

14 Secretary

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

15 Purchase of own shares

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

- 15.1 £15,000; and
- 15.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

Decision making by shareholders

16 Poll votes

- 16.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 16.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

17 Proxies

- 17.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 17.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

Shares

18 Rights attaching to shares

- 18.1 Income
 - 18.1.1 In respect of any Financial Year, the Available Profits of the Company shall be used to pay dividends as set out in this article 18 as determined by the Directors.
 - 18.1.2 The Company shall not declare or pay any dividend unless and until all arrears and accruals of dividends of the Company have been paid.
 - 18.1.3 Subject to article 18.1.2, any Available Profits which the Company may determine to distribute in respect of any Financial Year will, be distributed in the following order and priority:
 - (a) the first £300,000 of Available Profits in any Financial Year shall be paid (as to £150,000) to the holder of the B1 Share and (as to £150,000) to the holder of the B2 Share less the annual value of any benefit in kind payments e.g. for vehicles, being paid by the company for the benefit of the holder of the B1 and B2 share;
 - (b) secondly, a payment to the holders of the C1 Shares and / or the C2 Shares and / or the C3 Shares and / or the C4 Shares and / or the C5 Shares and / or the C6 Shares and / or the C7 Shares of an amount to be decided by the Board (as if such shares constituted separate classes of shares) in their absolute discretion; and
 - (c) thereafter, such amount as may be determined by the Board among the holders of the A Shares on a pro-rata basis

Provided always that a B Share or C Share shall not be entitled to any dividend following any transfer of that B Share or C Share.

- 18.1.4 Subject to article 18.1.3, it shall be open to the Company and/or the Directors in declaring any dividend to declare different dividends (including interim dividends) to each class of Shares or to declare a dividend to one class of Shares without declaring a dividend on any other class of Shares.

18.2 Voting

- 18.2.1 The holders of the A Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each share held by him.
- 18.2.2 The holders of the B Shares and the holders of the C Shares shall not (in respect of such shares) be entitled to receive notice of, attend either in person (or, being a corporation, by duly authorised representative) or by proxy, or speak or vote at any general meeting of the Company or on any written resolution.

18.3 Capital

- 18.3.1 On a return of capital of the Company (other than a redemption of Shares or the purchase by the Company of its own Shares), the surplus assets and retained profits of the Company after payment of all liabilities (**Assets**) will be applied (to the extent that the Company is lawfully able to do so) to the holders of the A Shares only on a pro rata basis. The B Shares and the C Shares shall not be entitled to any amount on a return of capital.

18.4 Exit provisions

- 18.4.1 On a Sale, the Sale Proceeds shall be distributed as set out in article 18.3, where references to "Capital" shall be deemed to references to "Sale Proceeds". The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Sale:
- (a) the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Sale have been distributed as set out in article 18.3; and
 - (b) each Shareholder shall take any reasonable action (to the extent lawful and within its control) to ensure that the balance of the Sale Proceeds are distributed as set out in article 18.3.
- 18.4.2 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) as set out in article 18.3, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each Shareholder shall (to the extent lawful and within its control) take any reasonable action required (including, but without prejudice to the generality of this article 18.4.2, such action as may be necessary to put the Company into voluntary liquidation so that article 18.3 applies).
- 18.4.3 Immediately before a Listing, the Company and each Shareholder shall take such reasonable action as is required to ensure that each Shareholder's interest in the Company is equivalent to the proportion of the total of the surplus assets available for distribution to the Shareholders to which they would be entitled under article 18.3.

19 Allotment of shares

- 19.1 The directors shall have the general power given by section 550 of the Act to allot shares or to grant rights to subscribe for or to convert any security into shares.

20 Pre-emption rights on the transfer of shares

- 20.1 Except where the provisions of article 21 or article 24 apply, a shareholder (**Seller**) wishing to transfer all (but not some only) of its shares (**Sale Shares**) must give a Transfer Notice to the Company giving details of the proposed transfer including:
- 20.1.1 the identity of the proposed buyer; and
 - 20.1.2 the price (in cash) at which it proposes to sell the Sale Shares (**Proposed Sale Price**).
- 20.2 Once given, a Transfer Notice may only be withdrawn with the consent of the board of directors.
- 20.3 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 20.4 As soon as practicable following the later of:
- 20.4.1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and
 - 20.4.2 the determination of the Transfer Price,
- the Directors shall offer the Sale Shares for sale to the Shareholders (except for the Seller) in the priorities set out in articles 20.5 to 20.8 (inclusive) at the Transfer Price. Each offer shall be in writing, shall give details of the number and Transfer Price of the Sale Shares offered.
- 20.5 If the Sale Shares are A Shares, the Directors shall offer them to the Shareholders (excluding the Seller) on a pro rata basis.
- 20.6 If the Sale Shares are B Shares, the Directors shall offer them to the Shareholders (excluding the Seller) in the following order of priority:
- 20.3.1 first, to the holders of B Shares; and
 - 20.6.1 second, to the holders of the A Shares on a pro rata basis.
- 20.7 If the Sale Shares are C Shares, the Directors shall offer them to the Shareholders (excluding the Seller) in the following order of priority:
- 20.7.1 first, to the holders of C Shares; and
 - 20.7.2 secondly, to the holders of the A Shares on a pro rata basis.
- 20.8 The Directors shall offer the Sale Shares to the Shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the **Offer Period**) for the maximum number of Sale Shares they wish to buy.
- 20.9 If:
- 20.9.1 at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each Shareholder who holds shares in the first ranking class of Shares (as set out in articles 20.5 to 20.8 as appropriate) who has applied for Sale Shares in the proportion which his existing holding of that class of Shares bears to the total number of Shares of the class being offered held by all Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors. No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

- 20.9.2 not all Sale Shares are allocated following allocations in accordance with article 20.9.1, but there are applications for Sale Shares that have not been satisfied from the Shareholders who hold Shares in the first ranking class of Shares (as set out in articles 20.5 to 20.8 inclusive (as appropriate)), the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 20.9.1. The procedure set out in this article 20.9.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares to the first ranking class have been satisfied;
- 20.9.3 not all Sale Shares are allocated following allocations in accordance with article 20.9.2, but there are applications for Sale Shares that have not been satisfied from the Shareholders who hold Shares in the second ranking class of Shares (as set out in articles 20.5 to 20.8 inclusive (as appropriate)), the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 20.9.1. The procedure set out in this article 20.9.3 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares to the second ranking class have been satisfied;
- 20.9.4 not all Sale Shares are allocated following allocations in accordance with article 20.9.3, but there are applications for Sale Shares that have not been satisfied from the Shareholders who hold Shares in the third ranking class of Shares (as set out in articles 20.5 to 20.8 inclusive (as appropriate)), the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 20.9.1. The procedure set out in this article 20.9.4 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares to the third ranking class have been satisfied;
- 20.9.5 at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the Shareholders in accordance with their applications. The balance (the **Surplus Shares**) shall be dealt with in accordance with article 20.13.
- 20.10 Where allocations have been made in respect of all the Sale Shares, the Directors shall, when no further offers or allocations are required to be made under article 20.9, give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).
- 20.11 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.
- 20.12 If the Seller fails to comply with article 20.11, any director or some other person nominated by a resolution of the directors may, as agent on behalf of the Seller:
- 20.12.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- 20.12.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- 20.12.3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
- 20.12.4 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(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, 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.

- 20.13 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 20 Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Surplus Shares to any person at a price at least equal to the Transfer Price.
- 20.14 The provisions in this article 20 are subject to the Shareholders' Agreements (and in particular, clause 5, clause 7 and Schedule 3 of the Shareholder's Agreements).

21 Transfer on death of a Shareholder

If a Shareholder ceases to be a Shareholder by reason of death, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Relevant Shares held by them or Moore Jones (as the case may be) at the time of their death provided that no Shareholder shall be in breach of their obligation to serve a Deemed Transfer Notice by virtue of death to the extent that consent to any transfer has not been obtained from AIB.

22 Compulsory transfers

- 22.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer Notice in respect of that Share at such time as the Directors may determine.
- 22.2 If a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Shares held by it at such time as the Directors may determine.
- 22.3 If there is a change in control (as 'control' is defined in section 1124 of the Corporation Tax Act 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name (or the name of its nominee(s)).
- 22.4 Subject to article 22.6, if any Shareholder becomes a Departing Shareholder, a Transfer Notice shall, unless the Directors otherwise direct in writing in respect of any particular Relevant Shares prior to or within 10 Business Days after the relevant Termination Date, be deemed to have been served on the relevant Termination Date in respect of all Relevant Shares (a **Compulsory Transfer**) and any Transfer Notice served in respect of any of such Relevant Shares before the Termination Date shall automatically lapse.
- 22.5 Notwithstanding any other provisions of these Articles, the Transfer Price in respect of a Compulsory Transfer shall be (unless determined to be higher by the Directors):
- 22.5.1 nominal value in respect of any B Share or C Share; and
- 22.5.2 in the case of A Shares, the Fair Value of the Relevant Shares (calculated in accordance with article 23) provided that in the case of a Bad Leaver, the Transfer Price shall be the nominal value of the Relevant Shares and in the case of an Intermediate Leaver the Transfer Price shall be an amount equal to the Vested Amount of the Relevant Shares.
- 22.6 If any Departing Shareholder is a Good Leaver, a Deemed Transfer Notice will only be deemed to be served if the Departing Shareholder so directs in writing prior to or within 20 Business Days of their Termination Date. If so served, the Deemed Transfer Notice can only be revoked by the Departing Shareholder within 10 Business Days of the determination of the Fair Value calculated in accordance with article 23, in which case the Transfer Notice shall cease to have effect with no liability to that person.
- 22.7 Forthwith upon a Transfer Notice being deemed to be served under article 22.4 the Shares subject to the relevant Deemed Transfer Notice (**Restricted Shares**) shall cease to confer on the holder of them any rights:

- 22.7.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares; and
- 22.7.2 to receive dividends or other distributions otherwise attaching to those Shares.
- 22.8 The Directors may reinstate the rights referred to in article 22.7 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to article 22.4 on completion of such transfer.

23 Valuation

- 23.1 The transfer price (**Transfer Price**) for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Directors (any Director with whom the Seller is connected not voting), and the Seller or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.
- 23.2 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:
- 23.2.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
- 23.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- 23.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
- 23.2.4 the Sale Shares are sold free of all encumbrances;
- 23.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
- 23.2.6 to take account of any other factors that the Valuers reasonably believe should be taken into account.
- 23.3 The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 23.4 To the extent not provided for by this article 23, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 23.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of fraud.
- 23.6 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation shall be borne by the shareholders in the proportion which the number of shares held by each shareholder in the Company bears to the total number of issued shares in the Company or in such other proportions as the Valuers shall direct.

24 Drag along

- 24.1 If a majority of the holders of the A Shares (**Sellers**) wish to transfer all (but not some only) of their A Shares after the first anniversary of the date of adoption of these Articles to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Sellers may require any other shareholders holding any shares (**Called Shareholders**) to sell and transfer all of their shares (**Called Shares**) to the

Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article **(Drag Along Option)**.

- 24.2 The Sellers may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders **(Drag Along Notice)** at any time before the transfer of the Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 24.2.1 that the Called Shareholders are required to transfer all of their Called Shares pursuant to this article 24;
 - 24.2.2 the person to whom the Called Shares are to be transferred;
 - 24.2.3 the purchase price payable for the Called Shares shall be calculated on the same basis as if this were a return of capital; and
 - 24.2.4 the proposed date of the transfer.
- 24.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Sellers have not sold their B Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Sellers may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 24.4 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this article 24.
- 24.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the A Shares unless:
- 24.5.1 the Sellers and the Called Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
 - 24.5.2 that date is less than 20 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 30 Business Day after service of the Drag Along Notice.
- 24.6 The proposed sale of the B Shares by the Sellers to the Proposed Buyer is subject to the rights of pre-emption set out in article 20, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 24.7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 24.2 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 hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 24.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 24 in respect of its Shares.
- 24.9 If one or more of the Called Shareholders do not, on or before the Completion Date, execute and deliver (in accordance with article 0) transfer(s) in respect of all of the Called Shares held by it, the Called Shareholder in question shall be deemed to have irrevocably appointed any person nominated for the purpose by the Sellers jointly to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 24.9.

25 Tag Along

- 25.1 If at any time the Sellers propose to sell, in one or a series of related transactions, any A Shares (**Majority Holding**) to any person, the Sellers may only sell the Majority Holding if they comply with the provisions of this article.
- 25.2 The Sellers shall give written notice (**Proposed Sale Notice**) to the other holders of the share capital in the Company of such intended sale at least ten Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (**Proposed Buyer**), the purchase price and other terms and conditions of payment, the proposed date of sale (**Proposed Sale Date**) and the number of Shares proposed to be purchased by the Proposed Buyer (**Proposed Sale Shares**).
- 25.3 Any other holder of share capital in the Company shall be entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice (**Tag Along Notice**), to be permitted to sell all of his Shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice provided that the provisions of article O shall apply to any relevant Sale Proceeds.
- 25.4 If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to ref use to register any transfer intended to carry such a sale into effect.

26 Shares mortgaged or charged by way of security

- 26.1 Notwithstanding anything to the contrary contained in these Articles, the directors shall not decline to register, nor suspend nor delay the registration of, any transfer of any Share (whether or not it is a fully paid Share):
- 26.1.1 to any bank or financial Institution (in its own capacity or as agent, trustee or otherwise) to which any such Share has been mortgaged or charged by way of security including but not limited to, AIB pursuant to the AIB Security (a "**Secured Institution**"), or to any nominee of any Secured Institution pursuant to such security (a "**Nominee**");
- 26.1.2 executed by a Secured Institution or a Nominee pursuant to the power of sale or other power conferred pursuant to such security or by law;
- and a certificate by any official of a Secured Institution or a Nominee that the Shares are or are to be subject to such security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts, and no:
- 26.1.3 transferor or proposed transferor of any Share to a Secured Institution or Nominee;
- 26.1.4 Secured Institution or Nominee; or
- 26.1.5 by receiver or manager appointed by or on behalf of a Secured Institution or Nominee,
- shall be required to offer any Share that is the subject of any such transfer to the Shareholders or any of them, and no such Shareholder shall have any right under these Articles to require any such Share to be transferred to it, whether for consideration or not.
- 26.2 Notwithstanding anything to the contrary contained in these Articles, the Company shall have no lien on any Share that has been mortgaged or charged by way of security to a Secured Institution.
- 26.3 Subject to clause 7 of the Shareholders' Agreements, notwithstanding anything to the contrary contained in these Articles, for so long as any liability remains secured by the AIB Security no Transfer Notice, Deemed Transfer Notice, Drag Along Notice or Tag Along Notice shall be given or deemed to have been given in respect of any Share that is subject to the AIB Security, without the prior written consent of AIB.

Administrative arrangements

27 Means of communication to be used

- 27.1 Subject to article 27.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 27.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice document or other information is left at the address; or
 - 27.1.2 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 27.1.3 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 27.1.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 27.1.5 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 27.1.6 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 27.1.7 if deemed receipt under the previous paragraphs of this article 22 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 27.2 To prove service, it is sufficient to prove that:
- 27.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 27.2.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 27.2.3 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

28 Indemnity

- 28.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 28.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act,
- including (in each case) any liability incurred by 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, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 28.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 20.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 28.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 28.3 In this article (and article 21):
 - 28.3.1 a **"relevant officer"** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and
 - 28.3.2 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

29 Insurance

- 29.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 29.2 In this article:
 - 29.2.1 a "relevant officer" shall have the meaning given in article 20.3.1;
 - 29.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 29.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.