

RAH
21/1/2021

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
of
MARINE SPECIALISED TECHNOLOGY LIMITED

(Adopted by Written Resolution passed on 21st January 2021)

1. **Preliminary**

The regulations contained in Table A ('Table A') in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to 'regulations' are to regulations in Table A.

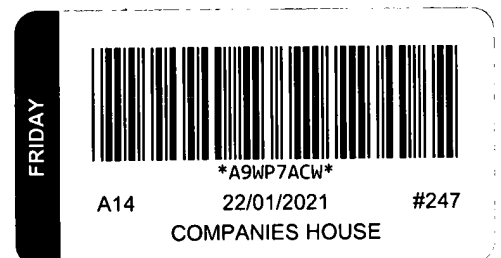
2. **Private company**

The Company is a private company within the meaning of Section 1(3) of the Companies Act 1985 (as amended) ("the Act").

3. **Interpretation**

- (1) In the first line of regulation 1 after the word 'regulations' the words 'and in any articles adopting in whole or in part the same' shall be inserted.
- (2) In these Articles:
- (a) unless the context otherwise requires the following expressions have the following meanings:

"A" Director	means any director appointed and holding office from time to time pursuant to Article 16(1);
"Additional Director"	means any director appointed and holding office from time to time pursuant to Article 16(3);
"A" Shares	means the 'A' Ordinary Shares of £1 each in the share capital of the Company from time to time;
"B" Director	means any director appointed and holding office from time to time pursuant to Article 16 (2);



"B" Shares'	means the 'B' Ordinary Shares of £1 each in the share capital of the Company from time to time;
"C" Shares	means the 'C' Ordinary Shares of £1 each in the share capital of the Company from time to time;
'the Ordinary Shares	means the 'A', 'B' and 'C' Shares taken together;
"A" Preference Shares	means the "A" Preference Shares of £1 each in the share capital of the Company from time to time;
"B" Preference Shares	means the "B" Preference Shares of £1 each in the share capital of the Company from time to time;
"C" Preference Shares	means the "C" Preference Shares of £1 each in the share capital of the Company from time to time;
'the Preference Shares'	means the "A", "B" and "C" Preference Shares taken together;
'deemed transfer notice'	means a transfer notice deemed to be given under any provision of these Articles or any Relevant Agreement;
'paid up'	means, in relation to a share, paid up or credited as paid up;
'Relevant Agreement'	means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles;
'Representatives'	means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity;
'share'	means a share in the capital of the Company of whatever class;
'transfer notice'	has the meaning attributed thereto in Article 10(1) and includes, where the context admits, a deemed transfer notice;

- (b) words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles;

- (c) words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
- (d) references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears;
- (e) in relation to any member, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned.

4. **Share capital**

- (1) The authorised share capital of the Company at the date of adoption of these Articles is £1,000,000 divided into 200,000 'A' Ordinary Shares and 200,000 'B' Ordinary Shares and 100,000 'C' Ordinary Shares all of £1 nominal value and 200,000 "A" Preference Shares and 200,000 "B" Preference Shares and 100,000 "C" Preference Shares all of £1 nominal value. The 'A' Shares, the 'B' Shares and the 'C' Shares shall be separate classes of shares and shall carry the respective voting rights and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall rank *pari passu*. With regards to the Preference Shares, the following rights will attach:
 - a. as regards income, the Preference Shares shall entitle the holders thereof in priority to any dividend on any Ordinary Shares to a fixed cumulative preferential dividend ("the Preference Dividend") on the capital for the time being paid up thereon at the rate, in the case of the "A" and "B" Preference Shares, of 6% per cent per annum payable yearly on each anniversary of the date of issue but, in the case of the "B" Preference Shares, this entitlement shall not arise until the fourth anniversary of the date of issue and in the case of the "C" Preference Shares of 10 per cent per annum payable yearly on each anniversary of the date of issue;
 - b. as regards capital, the Preference Shares shall entitle the holders thereof on a winding up or on a reduction of capital involving a return of capital in priority to the return of capital on any Ordinary Shares to repayment of the capital paid up or credited as paid up thereon together with a sum equal to any arrears or accruals of the Preference Dividend calculated down to the repayment whether or not such dividend shall have been declared or earned;
 - c. as regards voting, the Preference Shares shall not entitle the holders thereof to receive notice of or to attend or vote at any general meeting of the Company unless the business of the meeting includes the consideration of a resolution for winding up the Company or for a reduction in the capital of the Company;
 - d. the Preference Shares are redeemable at the Company's option but not earlier (except in the case of e. below) than the first anniversary of the date of issue and

- the "A" and "B" Preference Shares shall not be redeemed unless the "C" Preference Shares have already been redeemed;
- e. the Preference Shares shall be redeemed on a Sale or Flotation such that the holders thereof shall be entitled to an amount equal to the capital paid up or credited as paid up thereon together with a sum equal to any arrears or accruals of the Preference Dividend calculated down to the repayment whether or not such dividend shall have been declared or earned;
 - f. for the purposes of Article 4(d)

(i) "Flotation" means the admission of any part of the share capital of the Company to the Official List of the UK Listing Authority or the grant of permission for any part of the share capital of the Company to be dealt in on the Alternative Investment Market or on any recognised stock exchange (as defined in Section 717(3) of the Act);

(ii) "Sale" shall mean either the making of an offer to purchase all of the issued equity shares of the Company which is accepted in relation to such percentage of the equity shares of the Company as, when aggregated with such equity shares of the Company, if any, already held by the offeror, will result in the offeror holding at least 75% of the issued equity shares of the Company, or the entering into of one or more agreements which will result in any person acquiring at least 75% of the issued equity shares of the Company.

(2) Unless all the members otherwise agree in writing, any new ordinary shares issued to a holder of 'A' Shares shall be 'A' Shares, any ordinary shares issued to a holder of 'B' Shares shall be 'B' Shares and any new ordinary shares issued to the holder of 'C' Shares shall be 'C' Shares.

(3) The Company shall not have power to issue share warrants to bearer.

5. Issue of new shares

- (1) Unless otherwise determined by special resolution of the Company in general meeting or by a written resolution of all the members and subject as provided in paragraphs (2), (3) and (4) any unissued shares in the capital of the Company from time to time shall before they are issued be offered to all the holders of shares in the Company in proportion to the nominal value of the shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder). Such offer shall be made by notice specifying the number and class of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the directors shall offer the shares so declined to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No member shall be obliged to take more than the maximum number of shares he has

indicated his willingness to take. Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company. The Company has the power to make bonus issues of new Ordinary Shares out of distributable reserves or from any Capital Redemption Reserve providing that such new shares thus created are distributed to the holders of the existing Ordinary Shares in proportion to their existing holdings.

- (2) Any shares not accepted pursuant to paragraph (1) or not capable of being so offered except by way of fractions and any shares released from the provisions of this Article by special resolution or written resolution as therein specified shall subject to the provisions of Section 80 of the Act, be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
- (3) The discretion of the directors contained in paragraphs (1) and (2) as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company from time to time and any directions contained in any resolution creating such shares.
- (4) Save with the prior written consent of all the holders from time to time of a majority of the 'A' Shares and a majority of the 'B' Shares no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.

6. Lien

The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a share. The directors may resolve to exclude any share or any amount payable in respect of a share from the application of this Article. Regulation 8 shall be modified accordingly.

7. Calls

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 of the words 'and all expenses that may have been incurred by the Company by reason of non-payment of the call'.

8. Transfer of shares

- (1) No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles or any Relevant Agreement) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to Articles 8(5) and Article 11):
 - (a) as permitted by Article 9; or
 - (b) as permitted by Article 10; and
 - (c) as permitted by a Relevant Agreement.
- (2) If a member at any time commits a breach of paragraph (1) in relation to any share he shall be deemed immediately prior to such breach to have given a transfer notice in respect of such share.
- (3) For the purpose of ensuring that a particular transfer of shares is permitted under these Articles any member may require the transferor or the person named as transferee in any transfer lodged for registration to furnish him and the directors with such information and evidence as such member may think reasonably necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of such member within a period of 28 days after such request the directors shall, unless such member otherwise directs, refuse to register the transfer in question.
- (4) Where a transfer notice in respect of any share is deemed to have been given under any provision of these Articles or under any Relevant Agreement and the circumstances are such that the directors (as a whole) are unaware of the facts giving rise to the same such transfer notice shall be deemed to have been received by the directors on the date on which the directors (as a whole) actually become aware of such facts and the provisions of Article 10 shall apply accordingly.
- (5) The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:
 - (a) of a share on which the Company has a lien; or
 - (b) of a share (not being a fully paid share) to a person of whom they shall not approve;

The first sentence of regulation 24 shall not apply.

- (6) If a member or any of his Representatives becomes aware of any event which is deemed to give rise to an obligation to serve a transfer notice he shall forthwith give written notice thereof to the directors.
- (7) Whenever a share is transferred to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class.

9. Permitted transfers

- (1) The Representatives of a member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would be permitted to transfer the same under these Articles.
- (2) If the Representatives of a member are permitted under these Articles to become registered as the holders of any of such member's shares and elect so to do then such shares may at any time be transferred by those Representatives to any person to whom under this Article the same could have been transferred by such member if he had remained the holder thereof, but no other transfer of such shares by the Representatives shall be permitted under this Article.
- (3) A member may at any time transfer all or any of his shares to any person with the prior written consent of all of the other members.

10. Pre-emption rights

- (1)
 - (a) Except for a transfer of shares which is permitted under these Articles as mentioned in Article 8(1), no shares shall be transferred until the following conditions of this Article are complied with.
 - (b) Any member proposing to transfer shares ('the proposing transferor') shall give notice in writing ('transfer notice') to the directors that the proposing transferor desires to transfer such share. In the transfer notice the proposing transferor shall specify:
 - (i) the number of shares which the proposing transferor wishes to transfer ('the Transfer Shares') (which may be all or part only of the shares then held by the proposing transferor);
 - (ii) whether or not the proposing transferor has received an offer from a third party for the Transfer Shares and if so the identity of such third party and the price offered for the Transfer Shares.
 - (c) The transfer notice shall constitute the Company (by its board of directors) as the agent of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article. Once given a transfer notice may not be revoked save with the prior written consent of all the other members. If a proposing transferor revokes a transfer notice he may not subsequently transfer the shares the subject of the transfer notice (or any interest therein) otherwise than in accordance with these Articles and any Relevant Agreement.
- (2) Within seven days after the receipt of any transfer notice the directors shall serve a copy of that transfer notice on all the members other than the proposing transferor. In

the case of a deemed transfer notice the directors shall similarly serve notice on all the members (including the proposing transferor), notifying them that the same has been deemed to have been given, within one month after (i) the date of the event giving rise to the deemed transfer notice or (ii) (if later) the date on which the directors (as a whole) actually became aware of such event.

- (3) Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share ('the Transfer Price') determined in accordance with Article 10(4).
- (4) Subject to Article 10(20), The Transfer Price shall be such price of the Transfer Shares as at the date of the transfer notice as shall be agreed in writing between the proposing transferor and the directors (other than the proposing transferor, if he be a director) or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to paragraph (2) the Transfer Price will be determined by the Company's auditors ("the Expert") at the date of the transfer notice. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members.

The Expert will certify the open market value of the Transfer Shares as at the date of the transfer notice on the following assumptions and bases:

- (i) valuing the Transfer Shares as an arm's length sale between a willing buyer and a willing seller;
- (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (iii) taking full account of the rights and other restrictions attached to the Transfer Shares including whether the Transfer Shares do or do not (taken as a whole) confer any right of control of the Company.

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid divided by the number of Transfer Shares. The Company will use its best endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested so to do.

- (5) If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price ('the Determination Date') shall be the date on which the directors receive the Experts determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the proposing transferor and the directors as aforesaid then the Determination Date shall be the date on which such agreement is made.
- (6) The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne as to one half by the proposing transferor and as to the other half by the purchasers (as hereinafter defined) pro rata according to the number

of Transfer Shares purchased by them unless none of the Transfer Shares are purchased pursuant to Articles 10 (7), 10 (8) or 10 (10), in either of which event(s) the proposing transferor shall pay all of such costs and expenses. In the case of default by a person in paying his due proportion of such costs and expenses any of the other contributors or (if the proposing transferor is solely responsible for such costs and expenses) the Company may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.

- (7) Within 7 days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to those members who at the date of the offer are registered as the respective holders of shares of the same class as the Transfer Shares (other than (a) the proposing transferor and (b) any member to whom under Article 11 shares may not be transferred) in proportion to the number of shares of that class then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares; (b) the number of Transfer Shares offered to the member ('Pro-Rata Entitlement'); and (c) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase.

Upon the expiry of the said offer period, the directors shall allocate such shares to the member or members as they have agreed to purchase in the following manner:

- (a) to each member who has agreed to purchase shares, his Pro-Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;
 - (b) if any member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares of the class then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this sub-paragraph (b) without taking account of any member whose application has already been satisfied in full.
- (8) If and to the extent that the Transfer Shares are not accepted by a member or members holding Shares of the same class as the Transfer Shares within the time limit for acceptance as set out in Article 10 (7) or if there are no other holders of Shares of that class the directors shall within 7 days after the expiration of such time as aforesaid (and in the latter case, immediately) offer, subject to Article 11, the Transfer Shares or so many thereof as have not been accepted as aforesaid (as the case may be) to:
- (a) (in the event that the Transfer Shares are 'A' Shares) those members who at the date of the offer are registered as the respective holders of 'B' Shares in proportion to the number of 'B' Shares then held by them;
 - (b) (in the event that the Transfer Shares are 'B' Shares) those members who at the date of the offer are registered as the respective holders of 'A' Shares in proportion to the number of 'A' Shares then held by them;

- (c) (in the event that the Transfer Shares are 'C' Shares) those members who at the date of the offer are registered as the respective holders of 'A' Shares or 'B' Shares in proportion to the number of 'A' Shares or 'B' Shares then held by them respectively,

and the provisions of Article 10 (7) shall apply mutatis mutandis to such offer (save that in the case of competition the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively).

- (9) If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit.
- (10) If and to the extent that the Transfer Shares referred to in Article 10 (8) (a) or 10 (8) (b) are not accepted by a member or members holding 'A' Shares or 'B' Shares (as the case may be) within the time limit for acceptance as set out in Article 10 (8) or if there are no holders of shares of that class the directors at their discretion shall (in the former case) within 7 days after the expiration of such time as aforesaid (and in the latter case immediately), offer the Transfer Shares or so many thereof as have not been accepted as aforesaid (as the case may be) to members holding 'C' Shares (other than any member to whom under Article 11 shares may not be transferred) and the provisions of Article 10(7) shall apply mutates mutandis to such offer (save that in the case of competition the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively).
- (11) If, by the foregoing procedure, the directors shall receive acceptances (or nominations) in respect of all of the Transfer Shares the directors shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the member or members who have agreed to purchase the same ('purchaser' or 'purchasers') and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to the proposing transferor (whose receipt shall be a good discharge to the purchaser, the Company and the directors thereof none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors.
- (12) If by the foregoing procedure the directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor, and the proposing transferor:

- (a) shall thereupon become bound upon payment of the Transfer Price to transfer to each purchaser (if any) those Transfer Shares accepted by him and the provisions of paragraph (11) shall apply mutatis mutandis thereto;
 - (b) may within a period of 3 months after the date of the directors' said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any person or persons (including any member) at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the proposing transferor).
- (13) If a proposing transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the directors may authorise some person (who is (as security for the performance of the proposing transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the proposing transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the proposing transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the proposing transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (14) Without prejudice to the generality of Article 8(3), the directors may require to be satisfied that any shares being transferred by the proposing transferor pursuant to Article 10 (12)(b) are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied may refuse to register the instrument of transfer.
- (15) In Articles 10(15) to 10(17):

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise pursuant to a bona fide offer for such acquisition by any person other than a member ("**a Third Party Purchaser**") of any interest in any shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold more than 50 per cent in nominal value of the issued shares; and "**acting in concert**" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed at the relevant time.

 - (a) If any one or more members holding at least 75% of the issued shares (together "**the Selling Shareholders**") wish to transfer all their shares ("**the Relevant Shares**"), the Selling Shareholders shall have the option ("**the Come along Option**") to require all the other holders of shares to transfer all

their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 10(15).

- (b) The Selling Shareholders may exercise the Come Along Option by giving written notice to that effect ("**a Come Along Notice**") to all other members ("**the Called Shareholders**") at any time before the registration of the transfer of shares resulting in the Change of Control. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their shares ("**the Called Shares**") pursuant to Article 10(15)(a) to the Third Party Purchaser, the price at which the Called Shares are to be transferred (determined in accordance with Article 10(15)(d)) the proposed date of transfer and the identity of the Third Party Purchaser.
- (c) A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice.
- (d) The Called Shareholders shall be obliged to sell the Called Shares at the price specified in the Come Along Notice which shall attribute an equal value to all the issued shares.
- (e) 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 Selling Shareholders' Shares unless:
 - (i) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
 - (ii) that date is less than 7 days after the Come Along Notice, where it shall be deferred until the 7th day after the Come Along Notice.
- (f) Each of the Called Shareholders shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 10(15). The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of shares to the Third Party Purchaser named in a Come Along Notice.
- (g) Save as aforesaid the provisions of Article 10 (15) shall prevail over any contrary provisions of these Articles. Any Transfer Notice or deemed Transfer Notice served in respect of any Share shall automatically be revoked by the service of a Come Along Notice.

(16)

- (a) Subject to Article 10(15) but notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any share (the "**Specified Shares**") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the specified price (defined in Article 10(16)(c)(ii)) all the shares held by members who are not acting in concert or otherwise connected with the Third Party Purchaser ("**the Uncommitted Shares**").
- (b) An offer made under Article 10(16)(a) shall be in writing open for acceptance for at least 21 days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.
- (c) For the purposes of Article 10(16)(a):
 - (i) the expressions "**transfer**", "**transferor**" and "**transferee**" include respectively the renunciation of a renounceable letter or allotment, and any renouncer and renounee of such letter of allotment;
 - (ii) the expression "**specified price**" means a price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any shares within the last six months (including to avoid doubt the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares Provided always that an equal value shall be attributed to all shares including the Specified Shares;
 - (iii) if any part of the specified price is payable otherwise than in cash any member may require as a condition of his acceptance of the Offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares;

(17) if the specified price or its cash equivalent cannot be agreed within 21 days of the proposed sale or transfer referred to in Article 10(16)(a) between the Third Party Purchaser and members holding 75 per cent of the class of Shares concerned (excluding the Third Party Purchaser and persons acting in concert or otherwise connected with him), it may be referred to the Expert by any member and, pending its determination, the sale or transfer referred to in Article 10(16)(a) shall have no effect.

(18) For the remainder of this Article 10, a 'Relevant Event' means:

in relation to a member being an individual ("a Relevant Member"):

- (a) such member being adjudicated bankrupt;
- (b) such member making any voluntary arrangement or composition with his creditors;
- (c) such member giving notice to terminate his employment with the Company other than on reaching normal retirement age;
- (d) such member being dismissed from employment in circumstances where such dismissal is found to have been unfair or wrongful by any industrial tribunal or any appellate body thereof;
- (e) the Company giving such member notice to terminate his employment contract other than on reaching normal retirement age;
- (f) such member dying; or
- (g) such member retiring from the Company before the age of 65 as he is certified by a general practitioner (and provides written evidence of the same) as being incapable of working due to ill health.

(19) Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a transfer notice in respect of all the shares as shall then be registered in the name of such member .

(20) The Transfer Price for any Transfer Shares which are the subject of a deemed transfer notice given as a consequence of a Relevant Event shall:

- (a) in the case where the Relevant Member is a Good Leaver (as defined in Article 10(21)(a)) and the Relevant Event takes place:
 - (i) at any time after the adoption of these Articles, be the price referred to in Article 10(4) save that when certifying the open market value of the Transfer Shares, the Expert shall disregard the bases and assumptions set out at Article 10 (4) (iii) and shall value the Transfer Shares as a rateable proportion of the total value of all issued shares of the Company without any premium or discount being attributable to the class of the Transfer Shares or the percentage of the issued share capital of the Company which they represent.
- (b) in the case where the Relevant Member is a Bad Leaver (as defined in Article 10(21)(b)) and the Relevant Event takes place:
 - (i) at any time after the adoption of these Articles shall be the price referred to in Article 10(4).

(21) In Article 10 (20):

- (a) "Good Leaver" means a Relevant Member who ceases to be a director or an employee as a result of the happening of the Relevant Events falling within Article 10(18) (f) or (g) to a Relevant Member; and.
- (b) "Bad Leaver" means the happening of any other Relevant Event to a Relevant Member.

- (22) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- (23) If, under any of the provisions of this Article, any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser then as between such members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the relevant nomination bore to the total number of shares then held by all such members.

11. Prohibited transfers

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any minor, bankrupt or person of unsound mind

12. Proceedings at general meetings

- (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum of which one shall be or represent the holders of 'A' Shares and the other shall be or represent the holders of 'B' Shares. Regulation 40 shall not apply.
- (2) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place (or to such other day and at such other time and place as all the members may agree in writing). If at any adjourned meeting such a quorum is not present within half an hour from the time appointed for the adjourned meeting, the meeting shall be dissolved. Regulation 41 shall not apply.
- (3) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
- (4) An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.
- (5) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.
- (6) The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply

13. Written resolutions

Any written resolution of the members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

14. Votes of members

Subject as provided below in this paragraph and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder; Provided that no shares of any class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of any other class.

15. Alternate directors

- (1) Any director (other than an alternate director) may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 16(4). The same person may be appointed as the alternate director of more than one director.
- (2) The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office, or if his appointor ceases to be a director.
- (3) An alternate director shall be entitled to receive notices of meetings of the directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. It shall not be necessary to give notices of meetings to an alternate director who is absent from the United Kingdom. If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.
- (4) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate director any remuneration except only such part (if any) of the remuneration

otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

- (5) Regulations 65 to 69 shall not apply.

16. Appointment and retirement of directors

- (1) The holders of a majority of the 'A' Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an 'A' Director.
- (2) The holders of a majority of the 'B' Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove any of such directors and at any time and from time to time by like notice to appoint any other person to be a director in place of a director so removed. Any director so appointed shall be a 'B' Director.
- (3) The holder or holders of a majority in nominal value of the 'A' Shares and the holder or holders of a majority of the 'B' Shares shall be entitled together by notice in writing to the Company to appoint one or more additional Directors and any such additional Director may be removed by notice in writing to that effect being given to the Company by either the holder or holders of a majority in nominal value of the 'A' Shares or the holder or holders of a majority in nominal value of the 'B' Shares. Any Director so appointed shall be an Additional Director.
- (4) A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgment at the office or on delivery to a meeting of the directors or on delivery to the secretary.
- (5) Every director appointed pursuant to this Article shall hold office until he is either removed in a manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 17) and neither the company in general meeting nor the directors shall have power to fill any such vacancy.
- (6) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine.
- (7) During periods when there are, for whatever reason, no 'A' Directors or, as the case may be, no 'B' Directors:
- (a) Article 19 (1) to (6) shall not apply; and
 - (b) any matter which under these Articles requires the approval, agreement or consent of the 'A' Directors or, as the case may be, the 'B' Directors (or any of them) shall not require such approval, agreement or consent.
- (8) The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.

- (9) No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.
- (10) The Chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second casting vote. Regulation 88 shall be modified accordingly.

17. Disqualification and removal of directors

Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided.

18. Pensions

The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply

19. Proceedings of directors

- (1) Except during periods when there are, for whatever reason, no 'A' Directors or no 'B' Directors:
 - (a) the quorum for the transaction of the business of the directors shall be two of whom one shall be an 'A' Director and one shall be a 'B' Director; and
 - (b) any committee of the directors shall include at least one 'A' Director and one 'B' Director and the quorum for the transaction of the business of any such committee shall be two of whom one shall be an 'A' Director and shall be one a 'B' Director.
- (2) In the event that at any duly convened meeting of the directors or of any committee of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such other day, and at such other time and place as an 'A' Director and a 'B' Director may agree in writing) and at such adjourned meeting if both an 'A' Director or a 'B' Director are not present, the meeting shall be dissolved.
- (3) Unless otherwise agreed in writing by an 'A' Director and a 'B' Director in any particular case, at least 14 clear days' notice in writing shall be given to each director of every meeting of the directors, except any absent from the United Kingdom from time to time who have (a) (in the case of a director) nominated an alternate or (b) failed to furnish the Company with an address abroad to which such notices may be forwarded. The third sentence of regulation 88 shall not apply to the Company.

- (4) Each such notice shall (a) be sent to the address notified from time to time by each director to the secretary (or, if there is none at that time, the chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address); (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; (c) be accompanied by any relevant papers for discussion at such meeting; and (d) if sent to an address outside the United Kingdom, be sent by courier, telex or facsimile transmission.
- (5) Save as provided in paragraph (4), any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by delivery when delivered and if by first class letter 48 hours after posting.
- (6) Except as may be agreed by an 'A' Director and a 'B' Director in any particular case, no business or resolution shall be transacted or passed at any meeting of the directors except as was fairly disclosed in the agenda for such meeting.
- (7) Appropriate complete minutes of each meeting of the directors shall be maintained by the Company and copies thereof distributed to the directors as soon as reasonably practicable after the meeting shall have been held.
- (8) All or any of the members of the board of directors or any committee the board may participate in a meeting of the board or that committee by means of conference telephones or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- (9) A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

20. Borrowing powers

The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

21. Accounts and information

Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply.

22. Notices

A notice sent by post shall be deemed to be given at the time when the same was posted. The second sentence of regulation 115 shall not apply.

23. Indemnity and insurance

- (1) Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.
- (2) The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

24. Overriding provisions

Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

25. Company seal

The Company need not have a company seal and pursuant to Section 36A of the Act may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary. A certificate in respect of any shares or other securities in the Company shall be validly issued if it is executed as a deed as aforesaid.

26. Representatives

These Articles shall be binding upon and (except as otherwise provided herein) shall enure for the benefit of each member's Representatives.

(1) Delete as appropriate
(2) Insert "A", "B" or appropriate category

FORM of CERTIFICATE REQUIRED WHERE TRANSFER IS NOT LIABLE TO STAMP DUTY
Pursuant to the Stamp Duty (Exempt Instruments) Regulations 1987

I/We hereby certify that this instrument falls within category ⁽²⁾ _____ in the schedule to the Stamp Duty (Exempt Instruments) Regulations 1987, set out below.

*Signature(s)

*Description: "Transferor", "Solicitor", or state capacity of other person duly authorised to sign and giving the certificate from his known knowledge of the transaction.

Date _____

*NOTE - The above certificate should be signed by (i) the transferor(s) or (ii) a solicitor or other person (e.g. bank acting as trustee or executor) having a full knowledge of the facts. Such other person must state the capacity in which he signs, that he is authorised so to sign and gives the certificate from his own knowledge of the transactions.

SCHEDULE

- A. The vesting of property subject to a trust in the trustees of the trust on the appointment of a new trustee, or in the continuing trustees on the retirement of a trustee.
- B. The conveyance or transfer of property the subject of a specific devise or legacy to the beneficiary named in the will (or his nominee).
- C. The conveyance or transfer of property which forms part of an intestate's estate to the person entitled on intestacy (or his nominee).
- D. The appropriation of property within section 84(4) of the Finance Act 1985 (death: appropriation in satisfaction of a general legacy of money) or section 84(5) or (7) of that Act (death: appropriation in satisfaction of any interest of surviving spouse and in Scotland also of any interest of issue).
- E. The conveyance or transfer of property which forms part of the residuary estate of a testator to a beneficiary (or his nominee) entitled solely by virtue of his entitlement under the will.
- F. The conveyance or transfer of property out of a settlement in or towards satisfaction of a beneficiary's interest, not being an interest acquired for money or money's worth, being a conveyance or transfer constituting a distribution of property in accordance with the provisions of the settlement.
- G. The conveyance or transfer of property on and in consideration only of marriage to a party to the marriage (or his nominee) or to trustees to be held on the terms of a settlement made in consideration only of the marriage.
- H. The conveyance or transfer of property within section 83(1) of the Finance Act 1985 (transfers in connection with divorce etc.).
- I. The conveyance or transfer by the liquidator of property which formed part of the assets of the company in liquidation to a shareholder of that company (or his nominee) in or towards satisfaction of the shareholder's rights on a winding-up.
- J. The grant in fee simple of an easement in or over land for no consideration in money or money's worth.
- K. The grant of a servitude for no consideration in money or money's worth.
- L. The conveyance or transfer of property operating as a voluntary disposition *inter vivos* for no consideration in money or money's worth nor any consideration referred to in section 57 of the Stamp Act 1891 (conveyance in consideration of a debt etc.).
- M. The conveyance or transfer of property by an instrument within section 84(1) of the Finance Act 1985 (death: varying disposition).

Instructional Notes

1. In order to obtain exemption from Stamp Duty on transactions described in the above schedule the Certificate must be completed and may then be lodged for registration or otherwise acted upon. Adjudication by the Stamp Office is not required.
2. This form does not apply to transactions falling within categories (a) and (b) in the form of certificate required where the transfer is not liable to ad valorem stamp duty set out below. In these cases the form of certificate printed below should be used. Transactions within either of these categories require submission of the form to the Stamp Office and remain liable to £5 duty.

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT LIABLE TO
AD VALOREM STAMP DUTY

Instruments of transfer are liable to a fixed duty of £5 when the transaction falls within one of the following categories:-

- a. Transfer by way of security for a loan or re-transfer to the original transferor on repayment of a loan.
- b. Transfer, not on sale and not arising under any contract of sale and where no beneficial interest in the property passes: (i) to a person who is a mere nominee of, and is nominated only by, the transferor; (ii) from a mere nominee who has at all times, held the property on behalf of the transferor; (iii) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the property on behalf of that beneficial owner. (NOTE - this category does not include a transfer made in any of the following circumstances: (i) by a holder of stock, etc., following the grant of an option to purchase the stock, to the person entitled to the option or his nominee; (ii) to a nominee in contemplation of a contract for the sale of the stock, etc., then about to be entered into; (iii) from the nominee of a vendor, who has instructed the nominee orally or by some unstamped writing to hold stock, etc., in trust for a purchaser, to such a purchaser.)

(1) _____ hereby certify that the transaction in respect of which this transfer is made is one which falls within the category (2) _____ above

(3) _____

(1) "I" or "We".

(2) Insert "(a)" or "(b)".

(3) Here set out concisely the facts explaining the transaction. Adjudication may be required.

*Signature(s)

*Description ("Transferor", "Solicitor", etc.)

Date _____

*NOTE - The above certificate should be signed by (1) the transferor(s) or (2) a member of a stock exchange or a solicitor or an accredited representative of a bank acting for the transferor(s); in cases falling within (a) where the bank or its official nominee is a party to the transfer, a certificate, instead of setting out the facts, may be to the effect that "the transfer is exempted from Section 74 of the Finance (1909-10) Act 1910". A certificate in other cases should be signed by a solicitor or other person (e.g. a bank acting as trustee or executor) having a full knowledge of the facts.

This certificate relates to an instrument made on _____ between:-