

Company number **04599110**

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

ABL Resources Ltd (**Company**)

5 March

2014 (**Circulation Date**)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions (**Resolutions**)

SPECIAL RESOLUTION

- 1 THAT the draft regulations attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association
- 2 THAT, conditional on resolution 1 above having been passed, 15 Ordinary Shares of £1 each registered in the name of Khurram Rana be re-designated as 15 A Shares of £1 each, having the rights and being subject to the restrictions set out in the articles of association of the Company
- 3 THAT, conditional on resolution 1 above having been passed, 12 Ordinary Shares of £1 each registered in the name of Mark Driscoll be re-designated as 12 B Shares of £1 each, having the rights and being subject to the restrictions set out in the articles of association of the Company

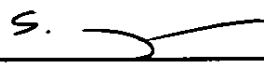
AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, the persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions

Signed by **Stuart Morgan**

Date

S. 
5 March 2014



Signed by **Khurram Rana**



Date

5 March 2013

Signed by **Mark Driscoll**



Date

5 March 2013

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to Alex Wilby, Swinburne Maddison LLP, Venture House, Aykley Heads Business Centre, Durham DH1 5TS

You may not return the Resolution to the Company by any other method

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by the date that is 28 days after the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

Company number 04599110

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

of

ABL RESOURCES LTD

Incorporated on 25 November 2002

Adopted on

5 March

2018

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ABL RESOURCES LTD

(Adopted by special resolution passed on 2013)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, the following words have the following meanings

A Director: means those directors in office that have been appointed by the A Shareholders in accordance with the terms of these Articles

A Shareholders: means the holders of A Shares

A Shares: the ordinary shares of £1.00 each in the capital of the Company designated as A Shares having the rights and being subject to the restrictions set out within these Articles

Act: the Companies Act 2006

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

Articles: the Company's articles of association for the time being in force

B Shareholders: means the holders of B Shares

B Shares: the ordinary shares of £1.00 each in the capital of the Company designated as B Shares having the rights and being subject to the restrictions set out within the Articles

Bad Leaver: means a Shareholder ceasing to be an employee of the Company as a result of

- (a) his being summarily dismissed or otherwise dismissed for reasons of capability or conduct in accordance with the terms of his service agreement, or
- (b) his leaving voluntarily without the prior written consent and agreement of the Company

Board: means the board of directors of the Company

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business

C Shares: the ordinary shares of £1 00 each in the capital of the Company designated as C Shares having the rights and being subject to the restrictions set out within these Articles

C Shareholders: means the holders of C Shares

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company

Controlling Interest: means an interest in shares giving to the holder or holders control of the Company within the meaning of section 840 of the Income and Corporation Taxes Act 1988

D Shares: the ordinary shares of £1 00 each in the capital of the Company designated as D Shares having the rights and being subject to the restrictions set out within these Articles

D Shareholders: means the holders of D Shares

Encumbrance: includes any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect

Eligible A Director: an A Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any A Director whose vote is not to be counted in respect of the particular matter)

Eligible Director: an Eligible Ordinary Director or an Eligible A Director (as the case may be) or a director who would be entitled to vote on the matter at a meeting of the Board (but excluding any director whose vote is not to be counted in respect of the particular matter)

Eligible Ordinary Director: an Ordinary Director who would be entitled to vote on the matter at a meeting of the Board (but excluding any Ordinary Director whose vote is not to be counted in respect of the particular matter)

Expert: a person appointed in accordance with article 18 to determine the Fair Value

Fair Value: means the value of any shares determined in accordance with article 16(a)

Good Leaver: a Shareholder ceasing to be an employee and/or director of the Company who is not a Bad Leaver

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles,

Notice of Obligatory Transfer Event has the meaning set out in article 17

Obligatory Transfer Event: has the meaning set out in article 16

Ordinary Director: means those directors in office that have been appointed by the Ordinary Shareholders in accordance with the terms of these Articles

Ordinary Shareholders: means the holders of Ordinary Shares

Ordinary Shares: the ordinary shares of £1 00 each in the capital of the Company designated as Ordinary Shares having the rights and being subject to the restrictions set out within these Articles

Shares: the Ordinary Shares, the A Shares, the B Shares, the C Shares and the D Shares

Transfer Notice: has the meaning set out in article 15 4

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

- 12 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 those meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 13 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 under that statute or statutory provision
- 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 permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them

2 ADOPTION OF THE MODEL ARTICLES

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2) 26(5), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company
- 2 3 Model Article 20 shall be amended by the insertion of the words "*(including alternate directors and the secretary)*" before the words "properly incur"
- 2 4 In Model Article 25(2)(c), the words "*evidence, indemnity and the payment of a reasonable fee*" shall be deleted and replaced with the words "*evidence and indemnity*"
- 2 5 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "*and to any other agreement to which the holder was party at the time of his death*" after the words "*subject to the articles*"

- 2 6 Model Article 28(2) shall be amended by the deletion of the word "*If*" and the insertion of the words "*Subject to the articles and to any other agreement to which the holder was party at the time of his death, if*" in its place
- 2 7 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "*either*" and "*or as the directors may otherwise decide*" Model Article 31(d) shall be amended by the deletion of the words "*either*" and "*or by such other means as the directors decide*"

DIRECTORS

3. DIRECTORS' MEETINGS

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4
- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit The directors will try to meet at least monthly
- 3 3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless
- (a) more votes are cast for it than against it, and
 - (b) at least one Eligible Ordinary Director and one Eligible A Director has voted in favour of it
- 3 4 Each director has one vote at a meeting of directors
- 3 5 If at any time before or at any meeting of the directors an Ordinary Director or an A Director participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made No meeting of directors may be adjourned pursuant to this article more than once

4 UNANIMOUS DECISIONS OF DIRECTORS

- 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 a directors' meeting to vote on the matter

5. NUMBER OF DIRECTORS

There shall be a minimum of two directors one of which must be an Ordinary Director and another an A Director There shall be no maximum number of directors No shareholding qualification for directors shall be required

6. CALLING A DIRECTORS' MEETING

- 6 1 Any director may call a meeting of directors by giving not less than 3 Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one Ordinary Director and at least one A Director) to each director or by authorising the Company secretary (if any) to give such notice
- 6 2 Notice of any directors' meeting must be accompanied by
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
 - (b) copies of any papers to be discussed at the meeting
- 6 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors present at the meeting agree in writing

7. QUORUM FOR DIRECTORS' MEETINGS

- 7 1 The quorum at any meeting of the directors (including adjourned meetings) shall be one Eligible Ordinary Director (or his alternate) and one Eligible A Director (or his alternate)
- 7 2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on
- 7 3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place

8. CHAIRING OF DIRECTORS' MEETINGS

- 8 1 The post of chairman of the directors will be held in alternate years by an Ordinary Director or an A Director
- 8 2 In the event of an equality of votes, the chairman shall not have a second and casting vote

9. DIRECTORS' INTERESTS

- 9 1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest
- 9 2 The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders
- 9 3 Any authorisation by the shareholders of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

- (b) 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,
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit,
- (e) 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
- (f) 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 shareholders authorise a Conflict

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict, and
- (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation

9 5 The shareholders 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 shareholders in accordance with these Articles (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

9 7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act

9 8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9 7

9 9 Subject, where applicable, to any terms, limits or conditions imposed by the shareholders in accordance with article 9 3, and provided a director 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

- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of directors or participate in any unanimous decision in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- (d) 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,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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

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 a form that enables the Company to retain a copy of such decisions

11. APPOINTMENT AND REMOVAL OF DIRECTORS

- 11 1 A majority of the holders of the Ordinary Shares for the time being shall be entitled to appoint an Ordinary Director
- 11 2 A majority of the holders of the A Shares for the time being shall be entitled to appoint an A Director
- 11 3 The Ordinary Director may at any time be removed from office by the holder(s) of a majority of the holders of the Ordinary Shares
- 11 4 The A Director may at any time be removed from office by the holder(s) of a majority of the holders of the A Shares
- 11 5 Any appointment or removal of a director pursuant to this article 11 shall be in writing and signed by or on behalf of the holder(s) of a majority of the relevant class of Shares and served on each of the other Shareholders and the Company at its registered office and on the director, in the case of his removal Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice
- 11 6 The right to appoint and to remove directors under this article shall be a class right attaching to the relevant class of Shares
- 11 7 No director shall be appointed or removed otherwise than pursuant to these Articles, save as a result of the operation of law

11 8 If no Ordinary Shares remain in issue following a re-designation under these Articles, any Ordinary Director shall be deemed to have been removed from office as from the re-designation

11 9 If no A Shares remain in issue following a re-designation under these Articles, any A Director shall be deemed to have been removed from office as from the re-designation

12. ALTERNATE DIRECTORS

12 1 Any director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "A Director" shall include an alternate director appointed by an Ordinary Director or an A Director. A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise

12 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors

12 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice

12 4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor

12 5 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) 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

- 12.6 A person who is an alternate director but not a director may, subject to him being an Eligible Director
- (a) be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating), and
 - (b) participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate)
- 12.7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors
- 12.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct
- 12.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates
- (a) when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate, or
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director, or
 - (c) on the death of the alternate's Appointor, or
 - (d) when the alternate director's Appointor ceases to be a director for whatever reason

SHARES

13. SHARE CAPITAL

- 13.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them
- 13.2 Except as otherwise provided in these Articles, the Ordinary Shares, the A Shares, the B Shares, the C Shares and the D Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares

- 13 3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply.

14. ISSUE OF NEW SHARES: DIRECTORS' AUTHORITY TO ALLOT

- 14 1 Subject to the remaining provisions of this article 14, the Board is generally and unconditionally authorised, for the purposes of section 551 of the Companies Act 2006 and generally, to exercise any power of the Company to

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

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

- 14 2 The authority referred to in article 14 1

- (a) shall be limited to a maximum nominal amount of £12,
- (b) shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and
- (c) may only be exercised for a period of 5 years commencing on the date on which these Articles are adopted, save that the Board may make an offer or agreement which would, or might, require any shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

15. TRANSFER OF SHARES: GENERAL

- 15 1 No Shareholder shall transfer, grant any security interest over, or otherwise dispose of or give any person any rights in or over any Share or interest in any Share in the Company unless such transfer is approved in writing by both the holders of the majority of the Ordinary Shares and the holders of the majority of the A Shares and carried out in accordance with the terms of these Articles. If a Shareholder transfers (or purports to transfer) any Shares other than in accordance with this article 15 1, it shall be deemed to have served a Transfer Notice.

- 15 2 A Shareholder may do anything prohibited by article 15 1 if both the holders of the majority of the Ordinary Shares and the holders of the majority of the A Shares have consented to it in writing
- 15 3 Subject to article 15 1, a Shareholder may transfer all of its Shares in the Company to any person for cash and not on deferred terms if it complies with articles 15 4 to 15 9 (inclusive)
- 15 4 The party wishing to transfer its Shares (**Seller**) shall give an irrevocable notice (**Transfer Notice**) to the other Shareholders (**Continuing Shareholders**) of the details of the proposed transfer including
- (a) if it wishes to sell his Shares to a third party, the name of the proposed transferee, and
 - (b) the price (in cash) at which it wishes to transfer its Shares
- 15 5 If the Continuing Shareholders give notice to the Seller within 28 days of receiving the Transfer Notice (the first day being the day after the Transfer Notice is received) that they wish to buy all the Seller's Shares in the Company, the Continuing Shareholders shall have the right to do so at the price specified in the Transfer Notice, *pro rata* to their existing shareholdings
- 15 6 A Continuing Shareholder is bound to buy all of the Seller's Shares which they are eligible for when it gives notice to the Seller under article 15 5 that it wishes to do so. The sale and purchase of Shares shall take place on the terms set out in article 22
- 15 7 If at the expiry of the period specified in article 15 5, no Continuing Shareholder has notified the Seller that it wants to buy the Shares, the Seller may transfer all its Shares in the Company to the buyer identified in the Transfer Notice at a price not less than the price specified in that notice provided that it does so within 3 months of the expiry of the period specified in article 15 5
- 15 8 Subject to the provisions of article 15 1, each party undertakes (in respect of the Shares that it holds) to give the approvals required for the transfer of Shares under this article 15
- 15 9 References in this article 15 to shares held by a Shareholder are to all the Shares in the Company held by that Shareholder and not to some only of those Shares

16. OBLIGATORY TRANSFER EVENT

If any of the things set out in this article 16 happens to a Shareholder it is an Obligatory Transfer Event in respect of that Shareholder and the provisions of article 17 apply

- (a) a petition is presented, or an order is made, for the Shareholder's bankruptcy or any competent person takes any analogous step in any jurisdiction in which the relevant Shareholder carries on business,
- (b) any encumbrancer takes possession of, or a receiver is appointed over or in relation to, all or any material part of the Shareholder's assets or the happening in relation to the Shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets,
- (c) the Shareholder dies,
- (d) the Shareholder has a disqualification order made against him under the Company Directors Disqualification Act 1986,
- (e) the court has made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 in respect of the Shareholder

17. TRANSFER FOLLOWING OBLIGATORY TRANSFER EVENT

17 1 Where an Obligatory Transfer Event happens to a Shareholder (in this article 17 the **Seller**) it shall give notice of it to the other Shareholders (in this article 17 the **Buyers**) as soon as possible and, if it does not, it is deemed to have given such notice on the date on which a Buyer becomes aware of such Obligatory Transfer Event (**Notice of Obligatory Transfer Event**)

17 2 As soon as practicable after service, or deemed service, of the Notice of Obligatory Transfer Event, the Seller and the Buyers shall appoint an Expert to determine the Fair Value of the Seller's Shares in the Company (**Sale Shares**)

17 3 A Buyer, who is a holder of Ordinary Shares or A Shares on the date of the Obligatory Transfer Event, has the right, within 10 Business Days of receiving notification of the Fair Value determined by the Expert (the first day being the day after the Buyer receives the Fair Value notification) to serve a notice on the Seller to buy all of the Sale Shares at the Fair Value Should more than one Buyer serve such notice, the Buyers shall have a *pro rata* entitlement to all of the Sale Shares

17 4 If the holders of the Ordinary Shares and the A Shares on the date of the Obligatory Transfer Event have not issued notices in accordance with article 17 3 in respect of all the Sale Shares, Buyers, who are holders of B Shares, C Shares and D Shares on the date of the Obligatory Transfer Event, shall have the right within 20 Business Days of receiving notification of the Fair Value determined by the Expert (the first day

being the day after the Buyer receives the Fair Value notification) to serve a notice on the Seller to buy such of the Sale Shares that are not the subject of a notice given in accordance with article 17 3 (in this article 17 **Excess Shares**) to buy all of the Excess Shares at the Fair Value Should more than one Buyer serve such notice, the Buyers shall have a *pro rata* entitlement to all of the Excess Shares

17 5 In this article 17 the Fair Value of the Sale Shares shall be the value that the Expert certifies to be the fair market value in his opinion based on the following assumptions

- (a) the value of the Sale Shares is their forecast value on the date that is 6 months after the date of the Obligatory Transfer Event,
- (b) the value of the Sale Shares is that proportion of the fair market value of the entire issued share capital of the Company that the Sale Shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the Sale Shares under these Articles),
- (c) the Sale Shares shall be valued on the basis that the services of the Seller, whether as a director, employee or otherwise, are not available to the Company after the date of the Obligatory Transfer Event,
- (d) the sale is between a willing buyer and a willing seller on the open market,
- (e) the sale is taking place on the date that the Obligatory Transfer Event occurred,
- (f) if the Company is then carrying on its Business as a going concern, on the assumption that it shall continue to do so,
- (g) the shares are sold free of all Encumbrances, and
- (h) to take account of any other factors that the Expert reasonably believes should be taken into account,

or, if any problem arises in applying any of these assumptions, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit

17 6 The Expert shall be requested to determine the Fair Value of the Sale Shares within 20 Business Days of his appointment and to notify the Buyer and Seller in writing of his determination

17 7 The service of a notice to buy under article 17 3 shall bind the parties to buy and sell the shares, as the case may be, in accordance with article 22

18. EXPERT

18 1 An Expert is a person appointed in accordance with this article 18 to determine the Fair Value

- 18.2 The Buyers and the Seller (**Parties**) shall endeavour to agree on the identity of an independent Expert and such independent Expert shall be jointly appointed by all of them
- 18.3 If the Parties are unable to agree on the identity of an Expert within 10 Business Days of any of them serving details of a suggested expert on the other, any of them shall then be entitled to request the then President of the Institute of Chartered Accountants in England and Wales to appoint an Expert who is an accountant of repute with experience in the valuation of private companies limited by shares
- 18.4 Subject to article 17.6, the Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert
- 18.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then
- (a) Any of the Parties may apply to the then President of the Institute of Chartered Accountants in England and Wales to discharge the Expert and to appoint a replacement Expert with the required expertise, and
 - (b) this article 18 applies in relation to the new Expert as if he were the first Expert appointed
- 18.6 The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to him shall be final and binding on the Parties in the absence of manifest error or fraud
- 19. DRAG ALONG RIGHTS ON CHANGE OF CONTROL**
- 19.1 If the holders of a majority of the Shares in the capital of the Company (**Selling Majority**) wish to transfer all (but not some only) of their respective Shares to a *bona fide* purchaser on arm's length terms (**Proposed Buyer**), the Selling Majority may require all other holders of Shares (**Called Shareholders**) in the Company to sell and transfer their Shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article 19 (**Drag Along Option**)
- 19.2 The Selling Majority 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 Selling Majority's Shares to the Proposed Buyer. The Drag Along Notice shall specify
- (a) that the relevant Called Shareholder is required to transfer all of his Called Shares pursuant to this article 19,

- (b) the person to whom the Called Shares are to be transferred,
 - (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per Share offered by the Proposed Buyer for the Selling Majority's Shares, and
 - (d) the proposed date of the transfer
- 19 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Majority have not sold their respective Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Selling Majority may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 19 4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 19.
- 19 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 Selling Majority's Shares unless the Selling Majority and the Called Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by them.
- 19 6 Neither the proposed sale of the Selling Majority's Shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in article 15.
- 19 7 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) 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 19 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.
- 19 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(s) 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 19 in respect of their Shares.

19 9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 19 7) transfer(s) in respect of all of the Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Original Shareholders to be his agent to execute all necessary transfer(s) on his 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 19 9.

20. TAG ALONG RIGHTS ON CHANGE OF CONTROL

20 1 Having followed the pre-emption procedure set out in article 15 the provisions of articles 20 2 to 20 6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of their Shares in the capital of the Company (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in The Company.

20 2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to purchase all of the shares held by them for a consideration in cash per share that is at least equal to the highest price per share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 6 months preceding the date of the Proposed Transfer (**Specified Price**).

20 3 The Offer shall be given by written notice (**Offer Notice**), at least 10 Business Days (**Offer Period**) before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out

- (a) the identity of the Buyer,
- (b) the purchase price and other terms and conditions of payment,
- (c) the Sale Date, and
- (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).

20 4 If the Buyer fails to make the Offer to all holders of shares in the Company in accordance with articles 20 2 and 20 3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.

20 5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders

20 6 The Proposed Transfer is subject to the pre-emption provisions of article 15, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions

21. **BAD LEAVER**

21 1 In this article 21, an **Employee Transfer Event** occurs, in relation to any Shareholder, being an employee of the Company, ceasing to hold such employment

21 2 Upon the occurrence of an Employee Transfer Event, the Shareholder in question shall have immediately given a Deemed Transfer Notice in respect of all the Shares then held by them and shall be required to sell all of their shares in accordance with this article 21

21 3 Notwithstanding any other provision of these Articles, if all the other holders of Shares so resolve, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares

21 4 The shares the subject of any Deemed Transfer Notice (**Sale Shares**) shall be offered for sale *pro rata* to the continuing shareholders in accordance with the relevant procedure detailed in article 22 save that price payable in respect of the shares shall be determined in accordance with article 21 5

21 5 The sale price for any Sale Shares shall

- (a) in the case where the Shareholder is a Good Leaver, be a percentage of the retained profit of the Company, such percentage being equal to the Shareholder's shareholding in the Company at that time and,
- (b) in the case where the Shareholder is a Bad Leaver, be the lower of
 - (i) the amount paid up or credited as paid up (including any premium on issue) on the Sale Shares, and
 - (ii) their Fair Value

22. COMPLETION OF THE SALE AND PURCHASE OF SHARES IN THE COMPANY

22 1 The sale of Shares under these Articles shall be completed at the registered office of the Company on the 10th Business Day

- (a) after the Continuing Shareholder (having received a Transfer Notice) gives notice to the Seller that it wishes to buy all the Seller's shares under article 15 5,
- (b) after service of the last notice to buy given under article 17 3 or 17 4 (as the case may be), or
- (c) after the calculation of the price in accordance with article 21 5

22 2 At completion the party selling the Shares shall

- (a) transfer the Shares free from all Encumbrances by way of a duly completed share transfer form to the buyer together with the relevant share certificate and such other documents as the buyer may reasonably require to show good title to the Shares or enable it to be registered as the holder of the shares,
- (b) deliver the resignations of any directors appointed by the selling party to take effect at completion and acknowledging that they have no claims against the Company,
- (c) warrant that it has no right to require the Company to issue it with any share capital or other securities and that no Encumbrance affects any unissued shares or other securities of the Company,
- (d) warrant that it is selling the Shares with full title guarantee,
- (e) warrant that no commitment has been given to create an Encumbrance affecting the Shares being sold (or any unissued shares or other securities of the Company) and that no person has claimed any rights in respect thereof,
- (f) undertake to do all it can, at its own cost, to give the buyer the full legal and beneficial title to the Shares, and
- (g) provide the Company with a waiver in writing of any rights it may have to be issued with any share capital or other securities in the Company

22 3 Notwithstanding that completion shall take place on the date set out in article 22 1(a) or article 22 1(b) (as the case may be), the purchaser(s) shall pay the purchase price for any Shares purchased in accordance with article 15 or article 21 (as the case may be) by bank transfer or any other method agreed by the parties to the seller or his lawyers (who have been irrevocably authorised by the seller to receive it) on the date that is 3 months after the date of the notice given under article 15 5 or article 21 2 (as the case may be)

- 22 4 Notwithstanding that completion shall take place on the date set out in article 22 1(b), the buyers shall pay the purchase price for any shares purchased in accordance with article 17 by bank transfer or any other method agreed by the parties to the seller or his lawyers (who have been irrevocably authorised by the seller to receive it) on the date that is 6 months after the date of the Obligatory Transfer Event.

23. DIVIDENDS

- 23 1 In any financial year, the profits available for distribution within the meaning of Part 23 the Act (**Available Profits**) may be used to pay dividends as set out in article 23 2

- 23 2 If and so long as the issued share capital of the Company is divided into different classes of shares

- (a) the directors may, subject to the provisions of the Act, pay interim dividends, and
- (b) the Company, on the recommendation of the directors, may declare dividends

out of any Available Profits according to the amount paid up or credited as paid up on each Share For the avoidance of doubt, the directors may pay such dividends or recommend that they be paid to the holders of one class of shares to the exclusion of the holders of any other class of shares

DECISION MAKING BY SHAREHOLDERS

24. QUORUM FOR GENERAL MEETINGS

- 24 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two Shareholder, one of whom must be an Ordinary Shareholder or his proxy and the other must be an A Shareholder or his proxy

- 24 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

25 CHAIRING GENERAL MEETINGS

The chairman of the Board shall chair general meetings If the chairman is unable to attend any general meeting, the Shareholders who appointed him may appoint one of themselves act as chairman of the general meeting or shall be entitled to appoint his proxy present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

26. VOTING

At a general meeting, on a show of hands every Shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a Shareholder entitled to vote, on a poll every Shareholder present in person or by proxy shall have one vote for each Share of which he is the holder, and on a vote on a written resolution every Shareholder has one vote for each Share of which he is the holder

27. POLL VOTES

27 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

27 2 Model Article 44(3) 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

28. PROXIES

28 1 Model Article 45(1)(d) 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 general meeting (or adjourned meeting) to which they relate*"

28 2 Model Article 45(1) shall be amended by the insertion of the words "*and a proxy notice which is not delivered in such manner shall be invalid*" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

29. MEANS OF COMMUNICATION TO BE USED

29 1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

(a) 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

(b) if sent by fax, at the time of transmission, or

- (c) 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
- (d) 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
- (e) 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
- (f) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied, or
- (g) 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
- (h) if deemed receipt under the previous paragraphs of this article 29 1 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

29 2 To prove service, it is sufficient to prove that

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address, or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number, or
- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted, or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient

30. INDEMNITY AND INSURANCE

30 1 Subject to article 30 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and
 - (ii) in relation to the Company's activities as a 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 affairs, and

- (b) 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 30 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

30 2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly

30 3 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

30 4 In this article

- (a) a **relevant officer** means any director or other officer or former director or other officer of the 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 as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- (b) 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 or any pension fund or employees' share scheme of the Company