

FRIDAY



A57CWL8Y

A14 20/05/2016 #91
COMPANIES HOUSE

THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTIONS

OF

GENERAL ALL PURPOSE PLASTICS GROUP LIMITED

Circulation Date: 24TH MARCH 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of General All Purpose Plastics Group Limited ("the Company") propose that the following resolutions are passed as special resolutions ("the Resolutions")

Special Resolutions

- 1 That
 - (A) 2356 of the 6800 A ordinary shares of £0 01 in the Company currently in issue and held by Andrew David Greensmith, Matthew Craig Greensmith and Abigail Alicia Rayner as trustees of the A D Greensmith No 1 Trust be re-designated as 2356 D ordinary shares of £0 01, having the rights and obligations set out in the Articles of Association adopted on the date of the passing of this Resolution, and
 - (B) 2156 of the 6600 A ordinary shares of £0 01 in the Company currently in issue and held by Andrew David Greensmith, Matthew Craig Greensmith and Abigail Alicia Rayner as trustees of the A D Greensmith No 2 Trust be re-designated as D Ordinary Shares of £0 01 having the rights and obligations set out in the Articles of Association adopted on the date of the passing of this Resolution, and
 - (C) 2157 of the 6600 A ordinary shares of £0 01 in the Company currently in issue and held by Andrew David Greensmith, Matthew Craig Greensmith and Abigail Alicia Rayner as trustees of the A D Greensmith No 3 Trust be re-designated as D Ordinary Shares of £0 01 having the rights and obligations set out in the Articles of Association adopted on the date of the passing of this Resolution
- 2 That the Company adopt new Articles of Association (a copy of which is attached to this Resolution) in substitution for and to the exclusion of the existing Articles of Association

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

The undersigned, being (a) person(s) entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree(s) to the Resolutions



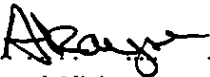
Date: 24/3/16

Andrew David Greensmith
(as trustee of the A D Greensmith No. 1 Trust,
the A D Greensmith No. 2 Trust and the
A D Greensmith No. 3 Trust)



Date: 24/3/16

Matthew Craig Greensmith
(as trustee of the A D Greensmith No. 1 Trust,
the A D Greensmith No. 2 Trust and the
A D Greensmith No. 3 Trust)



Date: 30/3/16

Abigail Alicia Rayner
(as trustee of the A D Greensmith No. 1 Trust,
the A D Greensmith No. 2 Trust and the
A D Greensmith No. 3 Trust)



Signed

Simon Bird

Date 24/3/16

Notes

- 1 You can agree to both of the Resolutions or neither of them but you cannot agree to only one of the Resolutions. If you agree with both of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and return it to the Company, or to a director of the Company, in each case including by fax or email
- 2 If you do not agree with the Resolutions, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 4 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us during this period

Company No. 5635001

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

GENERAL ALL PURPOSE PLASTICS GROUP LIMITED

(Adopted by Written Resolution passed on 24TH MARCH 2016)

CONTENTS

ARTICLE	
INTRODUCTION	1
1 Interpretation	1
2 Adoption of the Model Articles	6
DIRECTORS	6
3 Directors' meetings	6
4 Unanimous Decisions of Directors	7
5 Number of directors	7
6 Calling a directors' meeting	7
7 Quorum for directors' meetings	8
8 Chairing of directors' meetings	8
9 Directors' interests	8
10 Appointment and removal of directors and of the Lead AD Director and the Lead B Director	11
11 Alternate directors	12
12 Share Capital	13
13 Variation of Rights	14
14 Unissued Shares	14
15 Further issues of Shares Pre-Emption	14
16 Share Rights	15
Share Transfers	17
17 General	17
18 Permitted Transfers	18
19 Pre-emption on Transfer	19
20 Valuation	24
21 Compulsory Transfers	26
22 Drag Along	29
23 Tag Along	31
DECISION MAKING BY SHAREHOLDERS	32

24	Quorum for general meetings	32
25	Chairing general meetings	33
26	Voting	33
27	Poll votes	33
28	Proxies	33
ADMINISTRATIVE ARRANGEMENTS/LIABILITY OF MEMBERS		34
29	Means of communication to be used	34
30	Indemnity and insurance	34
31	Liability of Members	35

THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

GENERAL ALL PURPOSE PLASTICS GROUP LIMITED

(Adopted by written resolution passed on 24 March 2016)

INTRODUCTION

1. INTERPRETATION

1 1 In these Articles, the following words have the following meanings

“**Act**” means the Companies Act 2006,

“**Acting in Concert**” has the same meaning as in the City Code on Takeovers and Mergers as varied from time to time,

“**AD Director**” means any director appointed to the Company by an AD Shareholder Majority in accordance with article 10,

“**A Share**” means an ordinary share of £0 01 in the capital of the Company designated as an A Share and “**A Shares**” shall be construed accordingly,

“**A Shareholder**” means a holder of A Shares and “**A Shareholders**” shall be construed accordingly,

“**AD Shareholder Majority**” means the holder(s) at the relevant time of more than 50% of the aggregate of the issued A Shares and D Shares,

“**Articles**” means the Company's articles of association for the time being in force,

“**Bad Leaver**” means a C Employee Shareholder who becomes a Departing Employee Shareholder by reason of

(a) the Company terminating his service agreement summarily, or

- (b) the resignation of the C Employee Shareholder prior to actions being taken by the Company which would have led to the Company terminating his service agreement summarily

(in each case circumstances having arisen which entitled the Company to so terminate), or

- (c) the Company giving notice of termination of the C Employee Shareholder's employment in accordance with his service agreement ("the **Notice Date**"), and within the period of three months commencing on the Notice Date, concludes (acting reasonably and in accordance with the provisions of ACAS' Code of Practice and Guide on Discipline and Grievances at Work) that circumstances had arisen prior to the Notice Date which were not known to it at the Notice Date which would have (had the Company been aware of the circumstances) entitled it to terminate the C Employee Shareholder's employment summarily,

"B Director" means any director appointed to the Company by a B Shareholder Majority in accordance with article 10, for so long as that director is designated as a B Director in accordance with such article 10,

"B Employee Shareholder" means a B Shareholder who is, or has been, a director and/or an employee of any Group Company,

"Board" means the board of directors of the Company from time to time,

"B Shareholder" means a holder of B Shares and **"B Shareholders"** shall be construed accordingly,

"B Shareholder Majority" means the holder(s) at the relevant time of more than 50% of the issued B Shares,

"B Share" means an ordinary share of £0.01 in the capital of the Company designated as a B Share and **"B Shares"** shall be construed accordingly,

"Business Day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

"C Employee Shareholder" means a C Shareholder who is or has been a director and/or an employee of any Group Company,

"Completion" has the meaning given to it in article 19.14,

"Compulsory Sale Notice" has the meaning given to it in article 21.2,

"Conflict" has the meaning given in article 9.1,

"C Share" means an ordinary share of £0.01 in the capital of the Company designated as a C Share and **"C Shares"** shall be construed accordingly,

"C Shareholder" means a holder of C Shares and **"C Shareholders"** shall be construed accordingly,

"D Share" means an ordinary share of £0.01 in the capital of the Company designated as a D Share and **"D Shares"** shall be construed accordingly,

"D Shareholder" means a holder of D Shares and **"D Shareholders"** shall be construed accordingly,

"Deemed Transfer Notice" means a Transfer Notice that is deemed to have been served by any of the provisions of these Articles,

"Departing Employee Shareholder" means a B Employee Shareholder or a C Employee Shareholder who ceases to be a director or employee of any Group Company and who does not continue as, or become, a director or employee of that Group Company or any other Group Company,

"Excluded Person" means any shareholder or other person who has been deemed to have served a Transfer Notice pursuant to any of the provisions of these Articles but so that such shareholder or other person shall cease to be an Excluded Person if the Company fails, in accordance with article 19, to find shareholders wishing to purchase all the Transfer Shares the subject of the relevant Deemed Transfer Notice,

"Fair Value" has the meaning given to it in article 20.2,

"First Offer Shareholders" means in respect of

- (a) an offer of A Shares, the holders of A Shares and the holders of D Shares (other than any Excluded Person, the Seller and (if the Seller is an Original Participant and his spouse is a Spouse Shareholder) the spouse of the Seller),
- (b) an offer of B Shares, the holders of B Shares (other than any Excluded Person, the Seller and (if the Seller is an Original Participant and his spouse is a Spouse Shareholder) the spouse of the Seller),
- (c) an offer of C Shares, the holders of A Shares, B Shares and D Shares (other than any Excluded Person), and
- (d) an offer of D Shares, the holders of A Shares and the holders of D Shares (other than any Excluded Person, the Seller and (if the Seller is an Original Participant and his spouse is a Spouse Shareholder) the spouse of the Seller),

"Good Leaver" means a C Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Bad Leaver;

"Greensmith Family Members" means

- (a) Norma Greensmith, Andrew David Greensmith, Matthew Craig Greensmith and Abigail Alicia Rayner, and
- (b) the respective spouses, widows or widowers of the persons named in (a) above; and
- (c) the children, grandchildren and remoter issue of the persons named in (a) above,

and Greensmith Family Member shall be construed accordingly,

"Greensmith Family Trust" means a trust or settlement set up for the benefit of one or more Greensmith Family Members and under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person, other than the trustees (as trustees) or by any Greensmith Family Member,

"Group" means the Company and its Subsidiaries from time to time and **"Group Company"** shall be construed accordingly,

"Independent Expert" means an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 5 Business Days of the expiry of the 15 Business Day period referred to in article 20 1, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales at the request of the Company or the Seller or both;

"Interested Director" has the meaning given in article 9 1,

"Issue Price" means the price at which the relevant Share is issued, including any premium,

"Lead AD Director" means the AD Director who is appointed from time to time as the Lead AD Director in accordance with articles 10 8 and 10 10,

"Lead B Director" means the B Director who is appointed from time to time as the Lead B Director in accordance with articles 10 9 and 10 10,

"Model Articles" means 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,

"Ordinary Shareholder" means a holder of Ordinary Shares and **"Ordinary Shareholders"** shall be construed accordingly,

"Ordinary Shares" means the A Shares, the B Shares, the C Shares and the D Shares and **"Ordinary Share"** shall be construed accordingly,

"Original Participants" means Andrew David Greensmith, Matthew Craig Greensmith, Abigail Alicia Rayner and Simon Bird and **"Original Participant"** shall be construed accordingly,

"paid up" means, in relation to a Share, paid up or credited as paid up,

"Preference Shares" means redeemable preference shares of £1 each in the share capital of the Company,

"Proposed Sale Price" has the meaning given to it in article 19 2 3,

"Relevant Securities" means any Ordinary Shares or other securities convertible into, or carrying the right to subscribe for Ordinary Shares, issued by the Company after the date of adoption of these Articles, other than any Ordinary Shares or other securities convertible

into or carrying the right to subscribe for Ordinary Shares issued in consideration of the acquisition by the Company of any company or business which has been approved by the Board,

"Sale Shares" has the meaning given in article 19 2 1,

"Second Offer Shareholders" means in respect of

- (a) an offer of A Shares or D Shares, the holders of B Shares (other than any Excluded Person), and
- (b) an offer of B Shares, the holders of A Shares (other than any Excluded Person),

"Seller" means a transferor, or proposed transferor, of Ordinary Shares pursuant to a Transfer Notice, or Deemed Transfer Notice,

"Shares" means shares in the Company, of whatever class,

"SMTB" means Simon Martyn Terry Brayshaw, a director of the Company on the date of adoption of these Articles,

"Special Majority" means that shareholder or those shareholders who, for the time being, hold Ordinary Shares that together confer not less than 75% of the total voting rights exercisable in general meetings of the Company,

"Spouse Shareholder" means any shareholder who is, or was formerly, a spouse of an Original Participant,

"Subsidiary" in relation to a company wherever incorporated (a holding company), means a "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person or its nominee, whether by way of security or in connection with the taking of security or (b) its nominee,

"Termination Date" has the meaning given to it in article 21 7,

"Third Offer Shareholders" means in respect of an offer of A Shares, an offer of B Shares or an offer of D Shares, the holders of C Shares (other than any Excluded Person),

"Total Transfer Condition" has the meaning given to it in article 19 2 4,

"Transfer Notice" has the meaning given to it in article 19 2 and, where the context permits, shall include a Deemed Transfer Notice,

"Transfer Price" has the meaning given to it in article 20 1

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

- 13 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 14 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 15 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 16 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force
- 17 A reference in these Articles to a "**document**" is a reference to the document whether in paper or electronic form. A reference to an "**instrument**" is to a document in hard copy form
- 18 References to a person being "**connected**" with another person shall be deemed to be references to that person being so connected within the meaning of section 1122 Corporation Tax Act 2010
- 19 A reference to "**writing**" or "**written**" includes faxes, e-mails and all other electronic forms and the sending or supply of notices in electronic form

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 Articles 7, 8, 9(1), 11 to 14 (inclusive), 17(1) and (3), 21, 26(5), 38, 39, 44(2), 52 and 53 of the Model Articles shall not apply to the Company
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"
- 2.4 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

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.

- 3 3 Subject to article 3 4, all decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it The Lead AD Director and the Lead B Director shall each be entitled to cast 6 votes on any resolution and each other director shall be entitled to cast one vote on any resolution
- 3 4 In order for a resolution to be validly passed at a meeting of the directors, or of any committee of the directors, the Lead AD Director and (if participating in the meeting) the Lead B Director must have voted in favour of any resolution For the avoidance of doubt, if the Lead B Director is not participating in the meeting then his vote shall not be required in order for the resolution to be validly passed
- 3 5 If at any time at or before any meeting of the directors or of any committee of the directors an AD Director or B 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 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 director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing
- 5. NUMBER OF DIRECTORS**
- 5 1 Unless the shareholders resolve otherwise by way of special resolution, the number of directors shall not be less than one nor more than 11
- 5 2 If the Company has only one director, the rules regarding decision making do not apply and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision making
- 6. CALLING A DIRECTORS' MEETING**
- 6 1 Any director may call a meeting of directors by giving not less than five Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by the directors) to each director or by authorising the Company secretary (if any) to give such notice Provided that a meeting of the directors may be called on giving not less than 48 hours' notice if the interests of the Company would be likely to be adversely affected to a material extent if the business to be transacted at such meeting were not dealt with as a matter of urgency
- 6 2 Notice of any directors' meeting must be accompanied by

6 2 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and

6 2 2 copies of any papers to be discussed at the meeting,

save in case of emergency referred to in article 6 1 or if all directors agree otherwise

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 directors agree otherwise

7. QUORUM FOR DIRECTORS' MEETINGS

The quorum at any meeting of the directors shall be two directors, of whom one shall be the Lead AD Director and one the Lead B Director. No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within one hour of the time specified for the relevant meeting in the notice of the meeting or if during a meeting a quorum ceases to be participating then the meeting shall be adjourned to the same day of the next week at the same time and place. At any such adjourned meeting, the Lead AD Director and any other director participating shall form a quorum. If at the adjourned meeting a quorum is not present within one hour of the time appointed for the adjourned meeting, or if during that meeting a quorum ceases to be participating, the meeting shall be dissolved.

8. CHAIRING OF DIRECTORS' MEETINGS

The post of Chairman of the directors will be held by the Lead AD Director. The Chairman shall not have a casting vote. If the Chairman for the time being is unable to attend a meeting of the Board, the Lead AD Director (or, in the event of his failure to do so, the holders of a majority of the A Shares) shall be entitled to appoint another director to act as Chairman at the meeting.

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 special resolution and in accordance with the provisions of these Articles, any matter or situation 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 (a "Conflict")

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 reasonably 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):

9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

- 9 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - 9 3.3 provide that the Interested Director will or will not be entitled to attend or to vote in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - 9 3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit,
 - 9 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - 9.3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 9.4 Where the shareholders authorise a Conflict
- 9.4 1 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
 - 9 4 2 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 An AD Director, notwithstanding his office, may be a director or other officer of, employed by, a partner of, or otherwise interested (including by the holding of shares or a membership interest) in any other body corporate or partnership, and no authorisation under article 9 1 shall be necessary in respect of any such interest and such director shall not be required to disclose to the Company any information obtained through any such participation that is confidential to a third party, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence
- 9.7 Any AD Director shall be entitled from time to time to disclose to one or more of the A Shareholders or the D Shareholders and to any persons connected with any of them such information concerning the business and affairs of the Company as he shall at his discretion see fit
- 9 8 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, or is not required to be authorised, by the shareholders in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

- 9 9 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 10 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 9
- 9 11 Subject, where applicable, to any terms and 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
- 9 11 1 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,
- 9.11.2 shall be entitled to participate in any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 9.11.3 shall be entitled to vote at a meeting of directors (or of a committee 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 and his vote shall be taken into account,
- 9.11.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 9 11 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 9 11.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such 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. APPOINTMENT AND REMOVAL OF DIRECTORS AND OF THE LEAD AD DIRECTOR AND THE LEAD B DIRECTOR

- 10.1 An AD Shareholder Majority shall be entitled to appoint up to six persons to be AD Directors of the Company and a B Shareholder Majority shall, for so long as the B Shares comprise not less than 25% of the total issued Ordinary Shares, be entitled to appoint up to two persons to be B Directors of the Company. If the B Shares cease to comprise 25% or more of the total issued Ordinary Shares then any B Director then in office shall automatically cease to be designated as a B Director but shall continue as a director of the Company unless he is removed from office in accordance with the Model Articles or the Act or otherwise vacates office for any cause. For the avoidance of doubt, and without limitation, after a director ceases to be designated as a B Director, his consent or approval as a B Director shall not be required under any of the provisions of these Articles or any shareholders agreement (or similar document) in force from time to time.
- 10.2 Any AD Director may at any time be removed from office by an AD Shareholder Majority and any B Director may at any time be removed from office by a B Shareholder Majority.
- 10.3 If an AD Director or a B Director shall die or be removed from or vacate office for any cause, an AD Shareholder Majority (in the case of an AD Director) or a B Shareholder Majority (in the case of a B Director) shall be entitled to appoint in his place another person to be an AD Director or a B Director (as the case may be),
- 10.4 Any appointment or removal of a director pursuant to articles 10.1 to 10.3 shall be in writing and signed by or on behalf of an AD Shareholder Majority or a B Shareholder Majority (as the case may be) and delivered to the Company at its registered office or delivered to a duly constituted meeting of the directors of the Company. 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. Notwithstanding the foregoing, Andrew David Greensmith and Simon Bird, directors at the time of the adoption of these Articles, shall be, respectively, an AD Director and a B Director of the Company as at the date of adoption of these Articles.
- 10.5 In addition to the rights of an AD Shareholder Majority and a B Shareholder Majority to appoint directors pursuant to and in accordance with the preceding provisions of this article 10, any person who is willing to act as a director, and is permitted by law to do so, may be appointed as a director -
- 10.5.1 by special resolution, or
- 10.5.2 by decision of the directors
- At the time of adoption of these Articles, SMTB is a director of the Company in addition to the AD Director and the B Director.
- 10.6 No director shall be appointed otherwise than pursuant to the provisions of these Articles.
- 10.7 Whilst he is both an Ordinary Shareholder and an employee of any Group Company, SMTB shall have the rights set out in article 26.2.

- 10 8 An AD Shareholder Majority shall be entitled to appoint any AD Director to be the Lead AD Director and to remove any such person as the Lead AD Director and appoint another AD Director as the Lead AD Director in his place
- 10 9 A B Shareholder Majority shall, for so long as the B Shares comprise not less than 25% of the total issued Ordinary Shares, be entitled to appoint any B Director to be the Lead B Director and to remove any such person as the Lead B Director and appoint another B Director as the Lead B Director in his place If the B Shares cease to comprise 25% or more of the total issued Ordinary Shares then any person appointed as the Lead B Director shall automatically cease to be the Lead B Director
- 10 10 Any appointment or removal of a Lead AD Director or Lead B Director pursuant to articles 10 8 and 10 9 shall be in writing, signed by or on behalf of the person(s) entitled to make the appointment and delivered to the Company at its registered office or delivered to a duly constituted meeting of the directors of the Company Any such appointment or removal shall take place when received by the Company or at such later time as shall be specified in such notice Notwithstanding the foregoing, Andrew David Greensmith and Simon Bird shall be, respectively, the Lead AD Director and the Lead B Director of the Company as at the date of adoption of these Articles
- 10 11 If at any time there is no Lead AD Director or Lead B Director in office, these Articles shall be read as if they do not include any reference to the Lead AD Director or Lead B Director, as the case may be, or to any consents from, or attendance at any meeting or votes to be cast by, that director in his capacity as the Lead AD Director or the Lead B Director, as the case may be

11. ALTERNATE DIRECTORS

- 11.1 Any director (other than an alternate director) (in this article, "**the appointor**") may appoint any person approved by the Board or, in the case of the Lead AD Director or the Lead B Director, any person to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor In these Articles, where the context so permits, the term "Lead AD Director", "Lead B Director", "AD Director" or "B Director" shall include an alternate director appointed by the relevant director A person may not at any time be an alternate director for more than one director
- 11 2 Any appointment or removal of an alternate director must be effected by notice in writing to the directors signed by the appointor, or in any other manner approved by the directors
- 11 3 The notice must
- 11 3 1 identify the proposed alternate, and
- 11 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice
- 11 4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor

- 11 5 Except as the Articles specify otherwise, alternate directors
- 11 5 1 are deemed for all purposes to be directors,
- 11 5 2 are liable for their own acts and omissions,
- 11 5 3 are subject to the same restrictions as their appointors, and
- 11 5 4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 11 6 A person who is an alternate director but not a director
- 11 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
- 11.6 2 may participate in a unanimous decision of the directors (but only if his appointor does not himself participate)
- 11 7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors
- 11.8 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
- 11 9 An alternate director's appointment as an alternate terminates
- 11 9 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 11.9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; or
- 11 9.3 when the alternate director's appointor ceases to be a director for whatever reason, or
- 11 9.4 in relation to an alternate who is not also a director, if the Board notifies the alternate that he is no longer a person approved by the Board to be an alternate

12. SHARE CAPITAL

The Ordinary Shares and the Preference Shares shall constitute separate classes of Shares and shall have the rights and be subject to the restrictions set out in these Articles The A

Shares, the B Shares, the C Shares and the D Shares shall constitute separate classes of Shares but shall rank pari passu in all respects except as provided in these Articles

13. VARIATION OF RIGHTS

No variation of the rights attaching to any class of Shares shall be effective except with the consent in writing of the holders of not less than 75 per cent of the Shares of that class or 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, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

14. UNISSUED SHARES

14.1 Unless an AD Shareholder Majority and a B Shareholder Majority agree otherwise, the directors shall require the potential allottee of any Ordinary Share to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force relating to the Company in such form as may be required by that agreement. If any such condition is imposed in accordance with this article 14.1 no Ordinary Share shall be allotted or issued to any person unless that deed has been executed and delivered to the Company's registered office by the potential allottee.

14.2 Unless the Board agrees otherwise, no Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

14.3 Unless the Board unanimously resolves otherwise with the consent of a Special Majority, any Ordinary Shares that are issued to a holder of Ordinary Shares shall be designated as a Share of the same class as those Ordinary Shares already held by that shareholder. An Ordinary Share issued to a person who is not a holder of Ordinary Shares shall be designated as such class of Share as the Board shall determine, subject to the provisions of the Act.

15. FURTHER ISSUES OF SHARES: PRE-EMPTION

15.1 If the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all the holders (on the date of the offer) of Ordinary Shares (other than any Excluded Person) (each an "Offeree") on a pari passu basis (as if they constituted Shares of the same class) and in the respective proportions that the number of Ordinary Shares held by each such holder bears to the total number of Ordinary Shares held by all such holders (as nearly as possible without involving fractions).

15.2 An offer made under article 15.1 shall

- 15 2 1 be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered,
 - 15 2 2 remain open for a period of at least 20 Business Days from the date of service of the offer, and
 - 15 2 3 stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under article 15 1 shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe
- 15 3 If, on the expiry of an offer made in accordance with Article 15 1, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement
- 15 4 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with article 15 1 shall be used to satisfy any requests for Excess Securities made pursuant to article 15 2 3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Ordinary Shares held by each such applicant bears to the total number of such Ordinary Shares held by all such applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him). After those allotments, any Excess Securities shall, subject to the Act and to article 14, be offered to any such person(s) (including any shareholder) as the directors may determine, provided that any such offer shall be at no less a price and on terms that are no more favourable than the price and terms on which the Ordinary Shares were offered to the Ordinary Shareholders
- 15 5 Subject to Articles 15 1 to 15 4 (in relation to the allotment of Relevant Securities) and to sections 549 to 551 (inclusive) of the Act, any Share or other securities convertible into or carrying the right to subscribe for Shares shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any such person(s) and generally on such terms and conditions as they think proper
- 15 6 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act)
- 15 7 No variation, amendment or waiver to this article 15 shall be made without the prior written approval of the holders of the C Shares
- 16. SHARE RIGHTS**
- 16 1 The rights and restrictions attaching to each class of Ordinary Shares and to the Preference Shares shall be as follows -
- 16 1 1 As regards income
 - 16 1 1.1 the holders of the Preference Shares shall not be entitled to receive any preferential dividend,

16 1 1 2 subject to article 30(2) of the Model Articles, the Company may, by ordinary resolution, declare dividends on one or more class(es) of shares to the exclusion of any other class, or on all classes of shares and may differentiate between such classes as to the amount or percentage of dividend payable,

16 1.1.3 when paying interim dividends on the shares, the directors may make payments to the holder(s) of one or more class(es) of shares to the exclusion of any other class or to the holders of all classes of shares. When making such payments, the directors may differentiate between the classes to which payments are to be made as to the amount or percentage of dividends payable.

16 1 2 As regards capital

16 1 2 1 on a return of assets whether on a winding up or reduction of capital or otherwise (but not on a buyback of shares or a redemption of Preference Shares in accordance with these Articles) the assets and retained profits of the Company available for distribution amongst the members shall be applied as follows -

16 1.2 1 1 first, in paying to each holder of Preference Shares the total Issue Price of the Preference Shares held by him, and

16 1 2 1 2 in paying any balance to the holders of the Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively,

16 1 3 As regards voting

16 1 3 1 the holders of the Preference Shares shall have no right to receive notice of or to attend and vote at any general meeting of the Company or in writing upon any resolution of the Company,

16 1 3 2 each holder of Ordinary Shares (other than an Excluded Person) shall be entitled to receive notice of and to attend and vote at general meetings of the Company in accordance with these Articles,

16 1 4 As regards redemption

16 1 4 1 subject to the provisions of the Act, the Company may at any time and from time to time upon giving not less than 7 and not more than 28 clear days' notice in writing to the members holding Preference Shares, redeem Preference Shares either in their entirety or in part,

16 1 4 2 the Preference Shares shall not be redeemable save as provided in article 16 1 4 1,

16 1 4 3 the Company shall pay on each Preference Share redeemed (exclusive of the related associated tax credit), an amount equal to its Issue Price,

- 16 1 4 4 on each date fixed for any redemption of Preference Shares, the Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of Preference Shares which are to be redeemed on that date the amount payable in respect of such redemption in return for the delivery by that holder to the Company for cancellation of the certificate(s) for those Shares or an indemnity in a form reasonably satisfactory to the Company in respect of any missing share certificate. If any share certificate delivered to the Company includes any Shares not redeemable at that time, the Company shall issue to the holder at the same time a fresh certificate for those Shares. Any redemption of Preference Shares shall take place at the registered office of the Company,
- 16 1 4 5 in the case of a redemption of less than all the Preference Shares for the time being in issue, the Company shall redeem the same proportion (as nearly as practicable) of each member's registered holding of Preference Shares,
- 16 1 4 6 if any member on the redemption of any of his Preference Shares fails to deliver to the Company all the documents referred to in article 16 1 4 4 on the redemption of any of his Preference Shares, the Company may retain the redemption monies until it receives those documents

SHARE TRANSFERS

17. GENERAL

- 17 1 In these Articles, reference to the transfer of a Share includes a transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or other Encumbrance over that Share and to any direction (by way of renunciation or otherwise) by a person entitled to an allotment or transfer of Shares that a Share be allotted or issued or transferred to some person other than himself
- 17 2 Subject to articles 17 3 and 17 5, the Company shall be required to register promptly any transfer of Shares made in accordance with the provisions of these Articles but shall refuse to register any transfer of Shares not so made
- 17 3 The Board may, in its absolute discretion, refuse to register any transfer of a Share that would otherwise be permitted under, or is made in accordance with, these Articles -
- 17 3 1 if it is a transfer of a Share in favour of more than four persons jointly, or
- 17 3.2 unless the instrument of transfer is duly stamped and is in respect of only one class of Share and is lodged at the registered office of the Company (or such other place as the Board may appoint) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on behalf of the transferor, the authority of that person so to do, or

- 17 3 3 if it is made to a person under the age of 18 or to an undischarged bankrupt or trustee in bankruptcy or to an Excluded Person, or
- 17 3 4 if it is to a current or prospective employee or director of any Group Company and that person has not entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003, or
- 17 3 5 if it is not a transfer of the entire legal and beneficial interest in such Share
- 17 4 If the Board refuses to register a transfer of any Shares, it must, as soon as is practicable, and in any event within two months after the date on which the transfer was lodged with the Company, give to the transferee notice of the refusal, together with its reasons for the refusal
- 17 5 Unless an AD Shareholder Majority and a B Shareholder Majority agree otherwise, the directors shall, as a condition to the registration of any transfer of Ordinary Shares require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders agreement (or similar document) in force between the shareholders in such form as may be required by that agreement. If any such condition is imposed in accordance with this article 17 5, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 17 6 If at any time no Shares of any class of Ordinary Shares remain in issue for whatever reason, including following a redesignation or following a purchase by the Company of Ordinary Shares, these Articles shall be read as if they do not include any reference to that class of Ordinary Share or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class
- 17 7 An obligation to transfer a Share under any of the provisions of these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share with full title guarantee free from any encumbrance

18. PERMITTED TRANSFERS

- 18 1 A shareholder shall be entitled to transfer
 - 18 1 1 A Shares or D Shares with the prior written consent of a B Shareholder Majority,
 - 18 1 2 B Shares with the prior written consent of an AD Shareholder Majority;
 - 18 1 3 C Shares with the prior written consent of an AD Shareholder Majority and a B Shareholder Majority
- 18.2 Notwithstanding article 18 1, A Shares and D Shares may be transferred -
 - 18 2 1 to any beneficiary of the A D Greensmith No 1 Trust, the A D Greensmith No 2 Trust or the A D Greensmith No 3 Trust ("the **Trusts**"),
 - 18.2 2 from the trustees of any of the Trusts to any new or remaining trustee(s) of that Trust,

18 2 3 between A Shareholders and D Shareholders,

18 2 4 to any Greensmith Family Member who is aged 18 or over, and

18 2 5 to the trustees of any Greensmith Family Trust and from the trustees of any Greensmith Family Trust to any new or remaining trustee(s) of that trust

18 3 Notwithstanding article 18 1, any B Share may be transferred at any time by a Spouse Shareholder (which, for the avoidance of doubt, shall include the personal representatives of a deceased Spouse Shareholder) to his/her spouse, former spouse or widower, subject to that spouse, former spouse or widower being a living shareholder at the time of the transfer and not being an Excluded Person

18 4 Preference Shares may be transferred without restriction, subject only to article 17 3

18 5 Subject to articles 17 3 and 17 5, the Board shall be obliged to register any transfer which is permitted by the terms of this article 18, upon satisfying itself that the transfer concerned properly falls within the provisions of this article 18

19. PRE-EMPTION ON TRANSFER

19 1 Except for transfers that are permitted pursuant to article 18, and save as expressly provided in articles 22 and 23, any transfer of Ordinary Shares shall be subject to the pre-emption rights in this article 19 and to the provisions of article 19 19

19 2 A shareholder who wishes to transfer Ordinary Shares shall, before transferring or agreeing to transfer any Ordinary Shares, give notice in writing (a **"Transfer Notice"**) to the Company specifying

19 2.1 the number of Ordinary Shares he wishes to transfer (**"Sale Shares"**),

19 2 2 the name of the proposed transferee, if any (**"Proposed Transferee"**),

19 2 3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the **"Proposed Sale Price"**), and

19 2.4 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold (a **"Total Transfer Condition"**), but in the absence of such a statement the Transfer Notice shall be deemed not to include a Total Transfer Condition

Any two or more Ordinary Shareholders shall be entitled to serve a joint Transfer Notice (meaning a notice signed by each of them specifying the Ordinary Shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this article 19 take effect as if it were a single Transfer Notice and the Total Transfer Condition related to all the Ordinary Shares the subject of the joint Transfer Notice, but the obligations of those Ordinary Shareholders thereunder or in respect thereof shall be several only in proportion to the number of Sale Shares which they hold respectively

19 3 Except in the case of a Deemed Transfer Notice (which may not be withdrawn), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be their Fair Value

and such Fair Value is less than the Proposed Sale Price the Seller may, within 5 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. Otherwise, a Transfer Notice may only be withdrawn with the consent of a Special Majority.

- 19.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares (together with all rights attaching thereto at the date of the Transfer Notice or the Deemed Transfer Notice or at any time thereafter) at the Transfer Price on the terms of this article 19.
- 19.5 Unless the Transfer Notice is withdrawn in accordance with article 19.3, the Company shall be entitled, at its discretion, within 10 Business Days after the agreement or determination of the Transfer Price in accordance with article 20, to notify the Seller and the other Ordinary Shareholders that the Company shall (subject to any Total Transfer Condition) purchase all or a specified number of the Sale Shares at the Transfer Price pursuant to and in accordance with the provisions of the Act, in which case the Board shall allocate the relevant Sale Shares to the Company. If all the Sale Shares are so allocated, the provisions of articles 19.6 to 19.12 (inclusive) shall not apply. If none or some only of the Sale Shares are so allocated, the provisions of articles 19.6 to 19.12 shall have effect as if references in such articles to Sale Shares were to those Sale Shares not allocated to the Company in accordance with this article 19.5.
- 19.6 The directors shall (unless the Transfer Notice is withdrawn in accordance with article 19.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 19 at the Transfer Price and on the terms that the Transfer Price shall be payable to the Seller in 12 consecutive monthly instalments (which shall be, as nearly as possible, of equal amounts). The first instalment shall be paid on Completion. Each offer made pursuant to this article 19 shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 19.7 The directors shall first offer the Sale Shares to the First Offer Shareholders inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the date of the offer (both dates inclusive) (the "First Offer Period") for the maximum number of Sale Shares they wish to buy. Such offer shall be made on the earlier of -
- 19.7.1 the 11th Business Day following the agreement or determination of the Transfer Price in accordance with article 20, and
- 19.7.2 the date (if any) on which the directors resolve that the Company will not give any notification, pursuant to article 19.5, that it will purchase all or any of the Sale Shares.
- 19.8 If
- 19.8.1 at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares offered, the directors shall allocate the Sale Shares to each First Offer Shareholder who has applied for Sale Shares in the proportion which his existing holding of Ordinary Shares bears to the total number of Ordinary Shares held by all First Offer Shareholders. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such

fractional entitlements shall be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit) No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy,

19 8 2 not all Sale Shares are allocated following allocations in accordance with article 19 8 1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in the proportions which their existing holdings of Ordinary Shares bears to the total number of Ordinary Shares held by all such applicants and otherwise in accordance with the procedure set out in article 19 8 1 The procedure set out in this article 19 8 2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied,

19 8 3 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares being offered, the directors shall allocate the Sale Shares to the First Offer Shareholders in accordance with their applications The balance (the **"Initial Surplus Shares"**) shall be dealt with in accordance with article 19 9

19 9 At the end of the First Offer Period, the directors shall offer the Initial Surplus Shares (if any) to the Second Offer Shareholders inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the **"Second Offer Period"**) for the maximum number of Initial Surplus Shares they wish to buy

19 10 If

19 10 1 at the end of the Second Offer Period the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to each Second Offer Shareholder who has applied for Initial Surplus Shares in the proportion which his existing holding of Ordinary Shares bears to the total number of Ordinary Shares held by all Second Offer Shareholders Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit) No allocation shall be made to a shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy,

19 10 2 not all Initial Surplus Shares are allocated following allocations in accordance with article 19 10 1, but there are applications for Initial Surplus Shares that have not been satisfied, the directors shall allocate the remaining Initial Surplus Shares to such applicants in the proportions which their existing holdings of Ordinary Shares bears to the total number of Ordinary Shares held by all such applicants and otherwise in accordance with the procedure set out in article 19 10 1 The procedure set out in this article 19 10 2 shall apply on any number of consecutive

occasions until either all Initial Surplus Shares have been allocated or all applications for Initial Surplus Shares have been satisfied, and

19 10 3 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Second Offer Shareholders in accordance with their applications. The balance (the **"Second Surplus Shares"**) shall be dealt with in accordance with article 19 11

19 11 At the end of the Second Offer Period, the directors shall offer the Second Surplus Shares (if any) to the Third Offer Shareholders inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the **"Third Offer Period"**) for the maximum number of Second Surplus Shares they wish to buy. Article 19 10 shall apply with the necessary modifications in relation to the allocation of the Second Surplus Shares and as if references in such article to the **"Second Offer Period"** were to the Third Offer Period, to **"Initial Surplus Shares"** were to Second Surplus Shares and to **"Second Offer Shareholder"** or **"Second Offer Shareholders"** were to Third Offer Shareholder or Third Offer Shareholders. Any balance of Second Surplus Shares that are not allocated in this manner (**"the Final Surplus Shares"**) shall, subject to article 19 13, be offered to any Proposed Transferee identified in the Transfer Notice, in accordance with articles 19 18 and 19 19

19 12 Allocations of Sale Shares made pursuant to articles 19 8, 19 10 or 19 11 shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated he is willing to purchase

19 13 Where the Transfer Notice contains a Total Transfer Condition

19 13.1 any allocation of Sale Shares made under articles 19 5, 19 8, 19 10 or 19 11 shall be conditional on the fulfilment of the Total Transfer Condition, and

19 13 2 if the total number of Sale Shares that have been conditionally allocated pursuant to articles 19 5, 19 8, 19 10 or 19 11 is less than the number of Sale Shares, the Board shall notify the Seller and all those persons to whom Sale Shares have been conditionally allocated (including, if relevant, the Company) that the Total Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

19.14 Where either

19 14 1 the Transfer Notice does not contain a Total Transfer Condition, or

19 14.2 allocations have been made in respect of all the Sale Shares,

the directors shall, when no further offers or allocations are required to be made under articles 19 5 to 19 11 (inclusive), give notice in writing of the allocations of Sale Shares (an **"Allocation Notice"**) to the Seller and each person (including (if relevant) the Company) to whom Sale Shares have been allocated (each an **"Applicant"**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for

completion of the transfer of the Sale Shares ("**Completion**") (which shall be at least 5 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice)

19 15 On the date specified for Completion in the Allocation Notice -

19 15 1 the Seller shall deliver to each Applicant a stock transfer form in favour of that Applicant, together with a covenant for full title guarantee, in respect of the number of Sale Shares allocated to that Applicant and together also with the share certificate(s) covering such Sale Shares (or an indemnity in respect of any lost share certificate in a form reasonably acceptable to the Applicant) and shall comply with any other reasonable requirements specified in the Allocation Notice, including, in the case of a purchase of Sale Shares by the Company, delivering to the Company a duly executed contract for the sale and purchase of such Sale Shares in the form reasonably required by the Company and such other documents as shall be necessary to ensure compliance with the requirements of the Act relating to such purchase, and

19 15 2 subject always to article 21 6, each Applicant (other than the Company) shall pay the first instalment of the purchase price for the Sale Shares allocated to him to the Seller by banker's draft or such other method of payment as shall be agreed between the Seller and that Applicant and shall undertake in writing to pay the balance of the purchase price in 11 consecutive monthly instalments in accordance with article 19 6, and

19 15 3 the Company (if an Applicant) shall pay the purchase price for the Sale Shares allocated to it by bankers draft or such other method of payment as shall be agreed between the Seller and the Company

19 16 Save in the case of an acquisition of Sale Shares by the Company, if the Seller fails to comply with article 19 15

19.16.1 any director or some other person nominated by a resolution of the directors may, as agent on behalf of the Seller:

19.16 1 1 complete, execute and deliver in his name or the name of the Seller all documents necessary to give effect to the transfer of the relevant Sale Shares with full title guarantee and free from encumbrances to the Applicants;

19 16.1 2 receive all or any instalments of the Transfer Price for the relevant Sale Shares, and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of any part of the Transfer Price), and

19.16.1.3 (subject to the relevant transfers being duly stamped) enter the Applicants in the register of members of the Company as the holders of the Shares purchased by them; and

19.16.2 the Company shall pay all instalments of the Transfer Price received by it into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an

indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company

19 17 In the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to article 19 15, any director or some other person nominated by resolution of the directors may, as agent on behalf of the Seller, complete, execute and deliver in his name or the name of the Seller all documents necessary to give effect to the purchase by the Company of the relevant Sale Shares with full title guarantee and free from encumbrances and, thereafter, the Company shall cause the relevant Sale Shares to be cancelled in accordance with the Act and shall hold the total purchase price on trust (without interest) for the Seller

19 18 Where a Transfer Notice lapses pursuant to article 19 13 2 or an Allocation Notice does not relate to all the Sale Shares, then, subject always to article 19 19, the Seller may, at any time during the period of 3 months following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Sale Shares (in the case of a lapsed offer) or the Final Surplus Shares (as the case may be) to the Proposed Transferee identified in the Transfer Notice provided that the Proposed Transferee is not, in the opinion of the Board, a competitor of the Company at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 19 18 shall continue to be subject to any Total Transfer Condition. For the avoidance of doubt, the Seller shall not be entitled to transfer any Ordinary Shares pursuant to this article 19 18 to any person other than the Seller identified in the Transfer Notice and shall not be entitled to transfer Ordinary Shares pursuant to this article 19 18 if no Proposed Transferee was identified in the Transfer Notice, but without prejudice to the right of the Seller to issue a further Transfer Notice

19 19 The Seller's right to transfer Shares under article 19 18 does not apply -

19 19 1 if the transfer is of C Shares unless the transferee is a person approved in writing by an AD Shareholder Majority and a B Shareholder Majority, or

19 19 2 if the directors reasonably consider that

19.19.2.1 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

19 19 2 2 the Seller has failed or refused to promptly provide information available to him and reasonably requested to enable them to form the opinion referred to in article 19 19 2 1

19 20 An Ordinary Shareholder shall be entitled to waive his rights under this article 19 in whole or in part in any particular case

20. VALUATION

20.1 The **Transfer Price** for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share in cash agreed between the directors and the Seller or, in default of agreement

within 15 Business Days of the date of service of the Transfer Notice (or of the Deemed Transfer Notice), the Fair Value of each Sale Share

20 2 The **Fair Value** shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions

20 2 1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served),

20 2 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

20 2 3 that the Sale Shares are capable of being transferred without restriction;

20 2 4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Ordinary Shares without any premium or discount being attributable to the percentage of the issued ordinary share capital of the Company which they represent, and

20 2 5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account

If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit

20 3 The directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to the Independent Expert agreeing such confidentiality provisions as the directors may reasonably impose

20 4 The shareholders and the Company shall be entitled to make submissions to the Independent Expert including oral submissions and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision

20 5 The Independent Expert shall act as expert and not as arbitrator and the determination of the Independent Expert shall be final and binding on the Company and its shareholders and any other relevant person (in the absence of fraud or manifest error)

20 6 The Independent Expert shall be requested to determine the Fair Value within 25 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller and the other Ordinary Shareholders (other than any Excluded Person)

20 7 The cost of obtaining the Independent Expert's certificate shall be borne by the Seller and the Company equally or in such other proportions as the Independent Expert directs unless, in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Board before the appointment of the Independent Expert, in which case the Seller shall bear the cost. In the case of a default by a person in paying his

due proportion of such costs, the other contributor may pay such sum instead and any payment made shall be recoverable from the defaulter as a debt payable on demand

21. COMPULSORY TRANSFERS

21 1 This article 21 applies in the event of

21 1 1 the death of an individual B Shareholder or C Shareholder (other than a B Shareholder or C Shareholder who is, at the time of his death, an employee or director of any Group Company, in which event article 21 1 5 or article 21 1 6 shall apply and other than a B Shareholder who is a Spouse Shareholder, in which event article 21 1 3 shall apply), or

21 1 2 the death of an individual A Shareholder or an individual D Shareholder and all of the Shares of that A Shareholder, or B Shareholder, having not been transferred by his personal representatives in accordance with the provisions of article 18 2 within 9 months after the date of the grant of representation in respect of the estate of such deceased A Shareholder or D Shareholder (as the case may be), or

21 1 3 the death of a B Shareholder who is a Spouse Shareholder and all of the Shares of that B Shareholder having not been transferred by her personal representatives in accordance with the provisions of article 18 3 within 3 months after the date of the grant of representation in respect of the estate of such deceased Spouse Shareholder or within 9 months from the date of his/her death, whichever period shall first expire,

21 1 4 an individual Ordinary Shareholder becoming bankrupt or making any voluntary arrangement or composition with his creditors, or

21 1 5 a B Employee Shareholder becoming a Departing Employee Shareholder, other than by reason of his unfair or wrongful dismissal, but including by reason of his death, or

21 1 6 a C Employee Shareholder becoming a Departing Employee Shareholder for any reason, including by reason of death, but excluding by reason of his becoming bankrupt or his making any arrangement or composition with his creditors, or

21 1 7 an Ordinary Shareholder which is a body corporate either suffering or resolving to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets or making any voluntary arrangement or composition with its creditors or suffering or taking any equivalent action in any jurisdiction outside England and Wales, or

21 1 8 an Ordinary Shareholder which is a body corporate ceasing to be controlled (as "control" is defined in section 1124 of the Corporation Tax Act 2010) by the person(s) who controlled such shareholder on the date on which it became an Ordinary Shareholder, or

21 1 9 an Ordinary Shareholder transferring (or purporting to transfer) an Ordinary Share other than in accordance with these Articles, or

- 21 1 10 a Spouse Shareholder becoming divorced from the relevant Original Participant and that Spouse Shareholder having not transferred all of the Shares held by that Spouse Shareholder in accordance with article 18 2 or article 18 3 (as the case may be) within 10 Business Days of the issue of the decree absolute in respect of such divorce, or
- 21 1 11 in the case of a Spouse Shareholder, a Transfer Event occurring in relation to his/her spouse or his/her spouse ceasing for whatever reason to be a shareholder,
- each such event being a “**Transfer Event**”
- 21 2 At any time within the period of 12 months following the occurrence of any Transfer Event (other than a Transfer Event specified in article 21 1 6), the Board shall be entitled (but not obliged) to serve notice (“a **Compulsory Sale Notice**”) on the shareholder in question or his personal representatives or trustee in bankruptcy (as appropriate) notifying him/them that he/they is/are with effect from the date of service of the Compulsory Sale Notice deemed to have given a Transfer Notice in respect to all the Ordinary Shares then held by him/them or in respect of which he/they is/are entitled
- 21 3 Upon the occurrence of any Transfer Event specified in article 21 1 6 (“a **C Leaver Event**”), a Transfer Notice shall be deemed to have been served on the tenth Business Day following the Termination Date of the C Employee Shareholder concerned in respect of all the C Shares then held by that shareholder unless, prior thereto
- 21.3.1 an AD Shareholder Majority, and
- 21.3 2 (for so long as the B Shares comprise not less than 25% of the total issued Ordinary Shares) a B Shareholder Majority, and
- 21 3 3 the relevant C Employee Shareholder,
- otherwise agree in writing in respect of all or part of the C Shares
- 21 4 Notwithstanding any other provision of these Articles, the Transfer Price in respect of a Transfer Notice deemed to have been served pursuant to article 21 3 shall, where the Departing Employee Shareholder is -
- 21 4 1 a Bad Leaver, be the aggregate par value of the C Shares concerned, and
- 21 4.2 a Good Leaver be the aggregate Fair Value of the C Shares concerned
- Notwithstanding article 21 4.1, the Board may (with the approval of an AD Shareholder Majority and, for so long as the issued B Shares comprise not less than 25% of the total issued Ordinary Shares, a B Shareholder Majority), direct that some higher (but not lower) Transfer Price shall apply to any or all of the C Shares concerned
- 21.5 The Ordinary Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with article 19 as if they were Sale Shares in respect of which a Transfer Notice had been given The provisions of article 19 shall apply to such Deemed Transfer Notice save that

- 21 5 1 the Deemed Transfer Notice shall not contain a Total Transfer Condition,
- 21 5 2 if the Transfer Notice was deemed to have been served following a C Leaver Event, each of the A Shareholders, B Shareholders and D Shareholders to whom the Sale Shares are offered pursuant to article 19 7 shall be obliged to accept the offer of such Sale Shares in full, that is, he shall be required to apply for all of the Sale Shares the subject of the Deemed Transfer Notice,
- 21 5 3 the Deemed Transfer Notice shall not specify a Proposed Sale Price and the Transfer Price in respect of a Transfer Notice deemed to have been served following a C Leaver Event shall be determined in accordance with article 21 4 For the avoidance of doubt, the Transfer Price in respect of a Transfer Notice deemed to have been served following a Transfer Event other than a C Leaver Event shall be determined in accordance with article 20, and
- 21 5 4 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Deemed Transfer Notice or arising thereafter
- 21.6 The validity of a Transfer Notice deemed to have been served following a C Leaver Event shall not be affected by any dispute as to whether or not article 21 4 1 or article 21 4 2 applies in relation to the determination of the Transfer Price for the relevant Sale Shares but any Ordinary Shareholder who acquires Sale Shares ("**Compulsory Transfer Buyer**") pursuant to such a Deemed Transfer Notice while such a dispute is continuing shall, whilst such dispute continues, at the time of each instalment payment of the purchase price for the Sale Shares, pay to the Seller the amount that would have been payable to the Seller had the relevant C Employee Shareholder been a Bad Leaver and shall pay to the Company the difference between that amount and the amount of the instalment that would have been payable to the Seller had the Transfer Price been determined in accordance with article 20 The Company shall hold that amount in a separate interest bearing bank deposit account as trustee to pay it, and interest earned on it, upon final determination of the dispute
- 21 6 1 to the Seller in respect of any Sale Shares determined to be sold for their Fair Value, and
- 21 6 2 to the Compulsory Transfer Buyer(s) in respect of any Sale Shares determined to be sold at their par value,
- provided always that if the Seller and the Compulsory Transfer Buyer(s) otherwise agree in writing and notify such agreement to the Company it shall instead hold and deal with the monies paid into such account and interest as such agreement and notice may specify, whether or not the dispute has been resolved
- 21 7 For the purpose of this article 21, the "**Termination Date**" of a C Employee Shareholder shall be
- 21 7.1 where a C Employee Shareholder's contract of employment or directorship is terminated by notice given by the relevant Group Company, the date of that notice,
- 21 7.2 where a contract of employment or directorship is terminated by the employee or director by giving notice to the Group Company, the date of that notice,

- 21.7.3 where a C Shareholder dies, the date upon which the Board first becomes aware of his death,
 - 21.7.4 save as provided in article 21.7.1, where the Group Company or employee or director wrongfully repudiates the contract of employment or directorship and the other accepts that the contract has been terminated, the date of such acceptance,
 - 21.7.5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in articles 21.7.1 to 21.7.4, the date on which the employment or holding of office is terminated
- 21.8 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice served pursuant to article 19.2 insofar as it relates to the same Ordinary Shares, except for Shares which have been validly transferred pursuant to that Transfer Notice
- 22. DRAG ALONG**
- 22.1 If a shareholder or shareholders holding more than 50 per cent of the Ordinary Shares in issue for the time being ("**Selling Shareholders**") wish to transfer all of their interests in Shares ("**Sellers' Shares**") to a bona fide arm's length purchaser (not being a shareholder on the date of adoption of these Articles or a person connected with any such shareholder) ("**Proposed Buyer**"), the Selling Shareholders shall have the option ("**Drag Along Option**") to require all the other Ordinary Shareholders on the date of the request ("**Called Shareholders**") to sell and transfer all their Ordinary Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article 22
- 22.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("**Drag Along Notice**") at any time before the completion of the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify
- 22.2.1 that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to this article 22 with full title guarantee and free from encumbrances,
 - 22.2.2 the person to whom the Called Shares are to be transferred,
 - 22.2.3 the consideration payable for the Called Shares calculated in accordance with article 22.4 and its manner of satisfaction, and
 - 22.2.4 the documents required to be executed by the Called Shareholders, the time period within which those documents should be delivered to the Company and the proposed date of completion of the sale of the Called Shares
- 22.3 Once given, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 3 months of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice

- 22 4 Each of the Called Shareholders shall sell his Called Shares for not less than that proportion of the amount of the total consideration proposed to be paid by the Proposed Buyer for all of the Ordinary Shares as equals the percentage of the issued Ordinary Shares held by that shareholder at that time. Such price may be satisfied in cash, securities or otherwise in any combination and the manner of satisfaction (which shall be no less favourable than the manner of satisfaction of the price payable to the Selling Shareholders) shall be stated in the Drag Along Notice.
- 22 5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 22.
- 22 6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale and purchase of the Sellers' Shares unless
- 22 6 1 all of the Called Shareholders and the Selling Shareholders agree otherwise, or
- 22 6 2 that date is less than 10 Business Days after the Drag Along Notice, in which case completion of the sale and purchase shall be delayed until the 10th Business Day after service of the Drag Along Notice.
- 22 7 The sale by the Selling Shareholders to the Proposed Buyer shall, subject to article 18, be subject to the pre-emption provisions contained in article 19 but, subject thereto, article 19 shall not apply to the transfer of Called Shares by a Called Shareholder to a Proposed Buyer (or as it may direct) following the service of a Drag Along Notice.
- 22 8 On the date of completion of the sale of the Called Shares, each of the Called Shareholders shall deliver stock transfer forms and a covenant for full title guarantee in respect of the Called Shares registered in his name in favour of the Proposed Buyer, together with the relevant share certificates (or a suitable indemnity for any lost share certificate) to the Company. On that date, the Proposed Buyer, or the Company on behalf of the Proposed Buyer (to the extent that it has been put in funds by the Proposed Buyer), shall pay or otherwise discharge the amounts respectively due to the Called Shareholders on completion by way of consideration for their Called Shares pursuant to article 22 4. The Company's receipt for amounts due pursuant to article 22 4 shall be a good discharge to the Proposed Buyer.
- 22 9 To the extent that the Proposed Buyer does not, on the date of completion, pay or discharge the consideration payable to the Called Shareholders on completion and has not put the Company in funds to do so, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Ordinary Shares and the Called Shareholders shall have no further rights or obligations under this article 22 in respect of their Ordinary Shares.
- 22 10 If any Called Shareholder shall make default in transferring his Ordinary Shares in accordance with the provisions of the Drag Along Notice, the defaulting Called Shareholder shall be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his agent with full power to execute in the name and on behalf of the defaulting Called Shareholder all necessary transfer(s) and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the Called Shares on completion, to deliver such transfer(s) to the Proposed Buyer. The Company may receive and give a good

discharge for the purchase money on behalf of the Called Shareholder. After the Proposed Buyer has been registered as the holder of the relevant Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of Shares under this article 22. The Company shall pay the consideration into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the defaulting Called Shareholder until he shall deliver up his certificate or certificates for the relevant Called Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the consideration.

22.11 Upon any person, following the issue of a Drag Along Notice, becoming an Ordinary Shareholder (or increasing an existing holding of Ordinary Shares) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into shares, whether or not pursuant to a share option scheme ("a **New Shareholder**") a Drag Along Notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such shares acquired by him to the Proposed Buyer and the provisions of this article 22 shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares.

22.12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Ordinary Share which has not completed before the date of service of the Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

23. TAG ALONG

23.1 Subject to articles 23.4 and 23.5, no transfer of Ordinary Shares ("**Proposed Transfer**") which would, if completed, result in any person, other than a shareholder on the date of adoption of these Articles or a transferee pursuant to article 18.2 ("**the Buyer**"), together with any person Acting in Concert with the Buyer, acquiring an interest in more than 50% of the issued Ordinary Shares may be made by any person ("**Seller**") or registered by the Board unless

23.1.1 a Tag Along Offer is made by the Buyer to all the Ordinary Shareholders on the date of the Tag Along Offer other than the Proposed Transferor ("**the Tag Along Shareholders**"), and

23.1.2 the Buyer complies in all respects with the terms of the Tag Along Offer at the time of completion of the sale and purchase of Ordinary Shares pursuant to it.

23.2 For the purposes of this article 23

23.2.1 "**Tag Along Offer**" means an offer in writing from a bona fide arm's length Buyer served on each of the Tag Along Shareholders offering to purchase all of the Ordinary Shares held by each such Tag Along Shareholder free from all liens, charges and encumbrances, which

23.2.1.1 is stipulated to be open for acceptance for at least 15 Business Days,

- 23 2 1 2 offers a consideration for each Ordinary Share equal to the price per Ordinary Share payable by the Buyer or any person Acting in Concert with the Buyer to the Proposed Transferor under the Proposed Transfer (whether in cash, securities or otherwise in any combination),
 - 23 2 1 3 includes an undertaking by or on behalf of the Buyer that no other consideration per Ordinary Share (whether in cash or otherwise) is to be received or receivable by the Seller or any other Tag Along Shareholder 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 Ordinary Shares to be sold by him and that the Buyer has not otherwise entered into more favourable terms or has agreed more favourable terms with the Seller or any other shareholder for the purchase of Ordinary Shares,
 - 23 2 1 4 is on terms that the sale and purchase of all Ordinary Shares in respect of which the Tag Along Offer is accepted will be completed at the same time as the completion of the Proposed Transfer, which date shall be specified, and
 - 23 2 1 5 specifies the identity of any persons Acting in Concert with the Buyer and the number of Ordinary Shares which will be held by the Buyer and persons Acting in Concert with the Buyer on completion of the Proposed Transfer
- 23 3 The Proposed Transfer shall be subject to the pre-emption provisions of article 19 but the purchase of Ordinary Shares from Tag Along Shareholders pursuant to a Tag Along Offer shall not be subject to such pre-emption provisions
- 23 4 The provisions of article 23 1 shall not apply to any transfer of A Shares or D Shares which is permitted pursuant to article 18 or to any transfer of Shares to any person who is a shareholder at the time of the transfer
- 23 5 A shareholder shall be entitled to waive his rights under this Article in whole or in part in any particular case

DECISION MAKING BY SHAREHOLDERS

24. QUORUM FOR GENERAL MEETINGS

- 24.1 No business shall be transacted at any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on
- 24 2 The quorum at any general meeting of the Company shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, of whom at least one shall be a holder of A Shares or of D Shares or a duly authorised representative or proxy of any such holder and, for so long as the issued B Shares comprise not less than 25 per cent of the total issued

Ordinary Shares, one shall be a holder of B Shares or a duly authorised proxy or representative of such holder. If within an hour from the time appointed for a general meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day of the next week at the same time (or to such other day and at such other time and place as all the shareholders entitled to attend and vote at the meeting may agree in writing) and each shareholder shall be notified in writing by the Company within 48 hours of the adjournment of such meeting of the date, time and place of the adjourned meeting. The quorum at any adjourned meeting shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, of whom at least one shall be an A Shareholder or a D Shareholder or a duly authorised proxy or representative of an A Shareholder or a D Shareholder.

25. CHAIRING GENERAL MEETINGS

The chairman of the Board shall chair general meetings

26. VOTING

26 1 Subject as provided in article 26 2, at a general meeting, on a show of hands every Ordinary Shareholder (other than an Excluded Person) who is present in person (which shall include the authorised representative of a corporate shareholder) or by proxy shall have one vote, unless the proxy is himself an Ordinary Shareholder entitled to vote, on a poll every Ordinary Shareholder (other than an Excluded Person) present in person (which shall include the authorised representative of a corporate shareholder) or by proxy shall have one vote for each Ordinary Share of which he is the holder, and on a vote on a written resolution every holder of Ordinary Shares (other than an Excluded Person) has one vote for each Ordinary Share of which he is the holder. No Ordinary Shareholder shall be entitled to vote if and for so long as he is an Excluded Person.

26 2 On any resolution proposed to remove SMTB as a director whilst he is both an Ordinary Shareholder and an employee of any Group Company, whether under section 168 of the Act or otherwise, SMTB, if voting against such resolution shall be entitled to cast such number of votes as is necessary to defeat such resolution.

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 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

28. PROXIES

28 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 12 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 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS/LIABILITY OF MEMBERS

29. MEANS OF COMMUNICATION TO BE USED

- 29 1 Subject to article 29 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

29 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider,

29 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

29 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

29 1 4 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

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day

- 29 2 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

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

30 1 1 each relevant officer of the Company may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them 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

30 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 30 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

30 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

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

30 4.1 a "relevant officer " means any director or other officer or former director or other officer of the Company 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

30 4 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company

31. LIABILITY OF MEMBERS

31 1 The liability of the members is limited to the amount, if any, unpaid on the Shares held by them