

Company number: 06455736

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS OF
MSL PROPERTY CARE SERVICES LIMITED
(Company)

Circulated on: 23 JANUARY 2020 (Circulation Date)

Passed on: 1ST FEBRUARY 2020

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the board of directors of the Company propose that resolution 1 below is passed as an ordinary resolution of the Company, and that resolution 2 below is passed as a special resolution of the Company (together, the **Resolutions**):

ORDINARY RESOLUTION

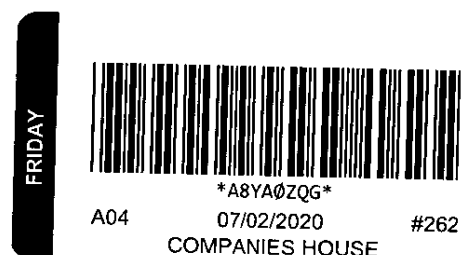
1. **THAT** the MSL Property Care Services Limited Enterprise Management Incentive (EMI) Share Option Scheme 2020 (**Scheme**), a copy of the rules of which is attached to this resolution and for the purposes of identification marked "A" be approved and the directors be authorised to do all acts and things necessary to establish the Scheme;

SPECIAL RESOLUTION

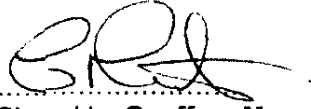
2. **THAT** the Articles of Association of the Company be amended by the deletion of the number 10 in the fifth line of Article 11.1 and the substitution therefor of the number 15.

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

The undersigned, being those persons entitled to vote on the Resolutions on the Circulation Date hereby irrevocably agrees to the Resolutions:



Signed:

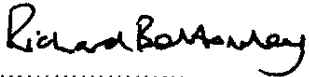


Signed by **Geoffrey Mountain**

Date:

1st February 2020

Signed:

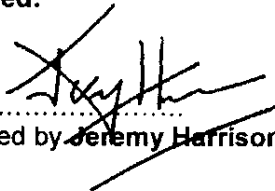


Signed by **Richard Bottomley**

Date:

26 January 2020

Signed:

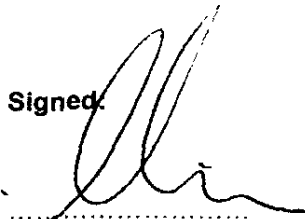


Signed by **Jeremy Harrison**

Date:

23 JANUARY 2020

Signed:



Signed by **Andrew Thomson**

Date:

23rd Jan 2020

NOTES

1. You can agree to all of the Resolutions or none of them. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By Hand:** delivering the signed and dated copy to the board of directors, at the Company's registered office (namely 72 Wellington Street, Leeds, LS1 2AY); or
 - **Post:** returning the signed and dated copy by post to the board of directors at the Company's registered office (as above).
2. If you do not agree to 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. The Resolutions will lapse if the required majority of eligible members have not signified their agreement to them by the date falling 28 days after the Circulation Date. If you agree to the Resolutions, please ensure that you indicate your agreement and notify us as soon as possible and in any event prior to the aforementioned date.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

New Articles of Association of
MSL Property Care Services Limited

(as adopted by special resolution passed on 25 February 2009)
(as amended by Special Resolution passed on 01 February 2020)

Schofield Sweeney
Church Bank House
Church Bank
Bradford
BD1 4DY

Tel: 01274 350800

Company No 6455736

The Companies Acts 1985 and 2006

Company Limited by Shares

New Articles of Association of

MSL Property Care Services Limited

(as adopted by special resolution passed on 25 February 2009)
(as amended by Special Resolution passed on 01 February 2020)

1 Preliminary

1.1 In the interpretation of these articles unless the context otherwise requires the following words and expressions shall bear the following meanings:

- | | |
|----------------|--|
| ‘the Act’ | means the Companies Act 1985 and any statutory modification or re-enactment of such Act for the time being in force including any provisions of the Companies Act 2006 for the time being in force; |
| ‘the Auditors’ | means the auditors of the Company from time to time; |
| ‘the Company’ | means MSL Property Care Services Limited registered in England No 6455736; |
| ‘Bad Leaver’ | means a person who ceases to be an Executive: <ul style="list-style-type: none">a) within the five year period following the adoption of these articles unless the cessation occurs in circumstances of Injury, Ill Health, Disability, Redundancy or Retirement; orb) after the five year period following the adoption of these articles where that cessation occurs in circumstances where the Executive is guilty of any fraud, dishonesty or gross negligence; |

‘Board’	the board of directors of the Company or a duly constituted committee thereof at which a quorum is present;
‘Business Day’	any day on which the banks are open for business in London (excluding Saturdays, Sundays and public holidays);
‘Change of Control’	means the acquisition (whether by purchase, transfer, renunciation or otherwise by any person, other than those Members on the register as at the day on which these articles were adopted by the Company (and excluding in any event a transfer of Ordinary Shares made in accordance with article 8 (Permitted Transfers)), of any interest in any Ordinary Shares if, upon completion of that acquisition, that person (“the Third Party Purchaser”), together with persons acting in concert or connected with him, would hold or beneficially own more than 50% of the Ordinary Shares;
‘Connected Person’	has the meaning given to it by the Income and Corporation Taxes Act 1988 Section 839;
‘Deemed Transfer Notice’	has the meaning given to it in article 10.2;
‘Director’	means a director for the time being of the Company;
‘Drag Along Notice’	has the meaning given to it in article 11.2;
‘Drag Along Option’	has the meaning given to it in article 11.1;
‘Dragged Shares’	has the meaning given to it in article 11.2;
‘Executive’	means a director or employee of or a consultant to the Company or the Group;
‘Exit’	means a Share Sale, an Asset Sale or a Listing;
‘Good Leaver’	an Executive who ceases to be an Executive who is not a Bad Leaver;
‘Group’	the Company and its subsidiaries from time to time;
‘Injury, Ill Health, Disability’	the cessation of employment by reason of injury, ill health or disability provided the Board is

satisfied in its absolute discretion, on production of such evidence as it may reasonably require:

- (a) that the individual has ceased to exercise and, by reason of injury or disability, is incapable of exercising that employment; and
- (b) that the individual is likely to remain so incapable for the foreseeable future;

‘Issue Price’	the amount paid up or credited as paid up (including any premium on issue) on a Share;
‘Investor’	means any holder of Preference Shares from time to time;
‘Market Value’	has the meaning given to it in article 9.4.2;
‘Member’	any registered holder of Shares for the time being;
‘Notice Date’	means the date on which a Transfer Notice is given;
‘Offer Notice’	has the meaning given to it in article 9.8;
‘Ordinary Shares’	means the ordinary shares of £1 each in the capital of the Company;
‘Permitted Transfer’	has the meaning given to it in article 8.1;
‘Permitted Transferee’	means a person firm or unincorporated association to whom or which shares have been transferred pursuant to a Permitted Transfer;
‘Preference Shares’	means the preference shares of £1 each in the capital of the Company;
‘Proposed Exit’	has the same meaning given to it in article 4.4;
‘Proposed Sale Price’	has the meaning given to it in article 9.2.3;
‘Purchaser’	has the meaning given to it in article 9.11;
‘Redundancy’	the cessation of employment by reason of redundancy within the meaning of the Employment Rights Act 1996;
‘Retirement’	the cessation of employment by reason of retirement at, or beyond such age at which an individual is entitled to retire in accordance with

the terms of his contract of employment or where no such age is specified at 60 or any other age with the consent of the Board;

‘Sale Notice’	has the meaning given to it in article 9.11;
‘Sale Price’	has the meaning given to it in article 9.4;
‘Sale Shares’	has the meaning given to it in article 9.2.1;
‘Seller’	has the meaning given to it in article 9.1;
‘Selling Shareholders’	has the meaning given to it in article 11.1;
‘Shares’	means the Ordinary Shares and the Preference Shares from time to time;
‘Shareholder’	means a holder for the time being of Shares;
‘Table A’	has the meaning given in article 1.5;
‘Third Party Purchaser’	has the meaning given in the definition of Change of Control and, where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, includes the relevant renounce;
‘Total Transfer Conditions’	has the meaning given to it in article 9.2.5;
‘Transferee’	has the meaning given to it in article 8.8;
‘Transfer Event’	has the meaning given to it in article 10.1;
‘Transfer Notice’	has the meaning given to it in article 9.1;
‘Transferor’	has the meaning given to it in article 8.8;
‘Valuers’	means the Auditors unless: (a) a report on Market Value is to be made pursuant to a Deemed Transfer Notice and, within 21 days after the date of the Deemed Transfer Notice, the Seller notifies the Board in writing that it objects to the Auditors making that report; or (b) the Auditors decline an instruction to report on Market Value, when the Valuers for the purpose of that report shall be a firm of chartered accountants agreed

between the Seller and the Board or, in default of agreement within 20 Business Days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Seller or the Board.

- 1.2 Words and expressions defined in the Act shall unless the context otherwise requires have the same meanings in these articles. The singular shall include the plural and vice versa.
- 1.3 Regulation 64 of Table A shall not apply to the Company.
- 1.4 The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
- 1.5 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (*SI 1985/805*) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (*SI 2007/2541*) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (*SI 2007/2826*), and as otherwise amended before the adoption of these articles ("**Table A**") shall apply to the Company, except insofar as they are varied or excluded by, or are inconsistent with, the following articles.
- 1.6 In Regulation 1 of Table A, the words "and in articles of association adopting the same" shall be inserted after the word "Regulations" in the last paragraph of that Regulation. The sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force." shall be inserted at the end of that Regulation.

2 Share capital

- 2.1 The authorised share capital of the Company at the date of adoption of these articles is £381,260, divided into:
 - 2.1.1 381,160 Preference Shares; and
 - 2.1.2 100 Ordinary Shares.
- 2.2 Unless the context requires otherwise, references in these articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.

- 2.3 Except as provided in these articles, the Preference Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.

3 Capital

On a return of assets on liquidation, capital reduction or otherwise (other than a conversion, redemption or purchase of shares), the assets of the Company remaining after the payment of its liabilities shall (as long as sufficient funds are available) be applied in the following order of priority:

- 3.1.1 first, in paying to the holders of the Preference Shares £1 per Preference Share and, if there is a shortfall of assets remaining to satisfy the entitlements of holders of Preference Shares in full, the proceeds shall be distributed to the holders of the Preference Shares in proportion to the amounts due to each such share held; and
- 3.1.2 second, in paying any balance remaining after the application of paragraph 3.1.1 to the holders of the Ordinary Shares.

4 Redemption of Preference Shares

- 4.1 Subject to the Companies Acts, the Preference Shares shall be redeemed on a resolution of the Board. Those shares shall be redeemed immediately following the resolution of the Board (“**Redemption Date**”).
- 4.2 On the Redemption Date, the Company shall pay £1 on each of the Preference Shares redeemed.
- 4.3 On any Redemption Date the Company shall pay to each registered holder of Preference Shares the amount payable in respect of such redemption. On receipt of that amount, each such holder shall surrender to the Company the certificate for the shares that are to be redeemed (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost share certificate) to be cancelled. If any certificate (or indemnity) so surrendered includes any shares that are not redeemable at that time, the Company shall issue a new share certificate for the balance of the shares not redeemable to the holder.
- 4.4 If, on any Redemption Date, the Company is prohibited from redeeming some or all of the Preference Shares then due to be redeemed, the Company shall redeem such number of Preference Shares as it is lawfully able to redeem. If there is more than one holder whose Preference Shares are due to be redeemed, those Preference Shares shall be redeemed in proportion as nearly as possible to their existing holdings of Preference Shares and the Company shall redeem the balance of those shares as soon as practicable.

5 Voting

- 5.1 Shares in the Company shall carry votes as follows:
- 5.1.1 the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general

meetings of the Company, and each Ordinary Share shall carry one vote per share; and

5.1.2 the Preference Shares shall confer on each holder of such shares the right to receive notice of and to attend and speak at all general meetings of the Company but not vote; and

5.2 Where shares confer a right to vote, votes may be exercised:

5.2.1 on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding shares with votes shall have one vote); or

5.2.2 on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case, each Shareholder holding shares with votes shall have one vote for each such share held).

6 Issue of shares

6.1 The directors are generally and unconditionally authorised for the purposes of section 85 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital of the Company at any time or times during the period of five years from the date of the adoption of these articles by the Company and the directors may, after that period, allot any shares or grant any such rights under the authority in pursuance of any offer or agreement so to do made by the Company within that period. This authority may be varied or revoked by ordinary resolution of the Company.

6.2 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive of the Act) shall not apply to the Company.

7 Transfer of shares – general

7.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer:

7.1.1 is either:

7.1.1.1 permitted by article 8 (Permitted Transfers); or

7.1.1.2 is a Proposed Exit;

7.1.1.3 is made in accordance with article 9 (Voluntary Transfers), article 10 (Compulsory Transfers), article 11 (Drag Along Option), or article 12 (Tag Along Right); and

7.1.2 in any event, is not in favour of any infant, bankrupt, trustee in bankruptcy or person of unsound mind.

- 7.2 The Company shall promptly register any duly executed and stamped transfer of Shares which is made in accordance with these articles.
- 7.3 For the purpose of ensuring that a transfer of Shares is in accordance with these articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice (as defined in article 9.1) the Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as the Board requests for such purpose. If such information or evidence is not furnished to their reasonable satisfaction within a reasonable time after that request the Board may in its absolute discretion either:
- 7.3.1 refuse to register the transfer in question; or
- 7.3.2 where no transfer is in question, require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned within the period specified in that notice.
- 7.4 If such information or evidence discloses to the satisfaction of the Board in their absolute discretion that circumstances have arisen whereby a Member is bound to give or be deemed to have given a Transfer Notice the Board may in their absolute discretion by notice in writing to the Member concerned require that a Transfer Notice be given in respect of the Shares concerned within the period specified in that notice.
- 7.5 An obligation to transfer a Share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 7.6 No arrangement shall be entered into by any Member whereby the terms upon which that Member holds any Shares are to be varied if as a result any interest in those Shares is varied, disposed of or created or extinguished, except by a transfer made in accordance with these articles.
- 7.7 Regulations 30 and 31 shall be modified to reflect the provisions of these articles.

8 Permitted transfers

- 8.1 For the purposes of this article and articles 9 and 10:
- 8.1.1 **family member** means, in relation to any person, any of his spouse (or widow or widower);
- 8.1.2 **family trust** means, in relation to a Member, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Member or any of his family members (and any charity or charities as default beneficiaries meaning that the charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries

from time to time except other charities) and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such Member or any of his family members; and

- 8.1.3 **permitted transfer** means any transfer of Shares permitted under this article 8.
- 8.2 With the prior written consent of the Board, and subject to articles 8.3 to 8.6, any Member who is an individual may at any time transfer in aggregate 50% of his entire/any of his holding of Shares to a person shown to the reasonable satisfaction of the Board to be:
- 8.2.1 a family member of his; or
- 8.2.2 trustees to be held under a family trust for that Member.
- 8.3 Subject to article 8.5, no Shares shall be transferred under article 8.2 by any person who previously acquired those Shares by way of transfer under article 8.2 without the written consent of the Board.
- 8.4 No transfer of Shares shall be made by a Member under 8.2.2 unless the Board has confirmed in writing its satisfaction:
- 8.4.1 with the terms of the instrument constituting the relevant family trust and in particular with the powers of the trustees;
- 8.4.2 with the identity of the trustees and the procedures for the appointment and removal of trustees;
- 8.4.3 with the restrictions on changes in the terms of the trust instrument and on distributions by the trustees; and
- 8.4.4 that none of the costs incurred in establishing or maintaining the relevant family trust will be payable by any member of the Group.
- 8.5 Where Shares are held by trustees under a family trust, with the prior written consent of the Board:
- 8.5.1 those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that family trust whose identity has been approved in writing by the Board;
- 8.5.2 those Shares may at any time be transferred by those trustees to the settlor of that trust or any other family member to whom that settlor could have transferred them under this article if he had remained the holder of them; and
- 8.5.3 if any of those Shares cease to be held under a family trust for any other reason, the trustees shall give a Transfer Notice (as defined in

article 9.1) within 28 days in respect of all the Shares then held by those trustees.

8.6 If:

8.6.1 any person has acquired Shares as a family member of a Member by way of one or more permitted transfers; and

8.6.2 that person ceases to be a family member of that Member,

that person shall forthwith transfer all the Shares then held by that person back to that Member, for such consideration as they agree, within 21 days of the cessation, or, failing such transfer within that period, shall during the remainder of the 28 day period after the cessation, give a Transfer Notice in respect of all of the Shares then held by that person.

8.7 With the prior written consent of the Board, any Member which is a body corporate may at any time transfer any Shares held by it to a member of the same group.

8.8 Where Shares have been transferred under article 8 (whether directly or by a series of such transfers) from a Member (**Transferor**, which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group as the Transferor (**Transferee**) and subsequently the Transferee ceases to be a member of the same group as the Transferor, the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree, within 21 days of the cessation, or, failing such transfer within that period, shall during the remainder of the 28 day period after the cessation, give a Transfer notice in respect of all of the Shares then held by the Transferee.

8.9 Where any Shares are held by trustees on an Employee Trust:

8.9.1 on any change of trustees, the Shares may be transferred to the new trustees of that Employee Trust; and

8.9.2 the Shares may be transferred at any time to any beneficiary of the trust.

8.10 A Member may transfer Shares to any person at any time with the prior written consent of Members holding 75% or more of the Shares.

9 Voluntary transfers

9.1 Any Member (a **Seller**) shall, before transferring or agreeing to transfer any Share or any interest in any Share, serve notice in writing (a **Transfer Notice**) on the Company of his wish to make that transfer unless the transfer is:

9.1.1 made pursuant to article 8 (Permitted Transfers);

9.1.2 a transfer of Dragged Shares made pursuant to article 11 (Drag Along Option); or

- 9.1.3 a transfer made pursuant to acceptance of an offer made pursuant to article 12 (Tag Along Right).
- 9.2 In the Transfer Notice, the Seller shall specify:
 - 9.2.1 the number of Shares (**Sale Shares**) which he wishes to transfer;
 - 9.2.2 the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
 - 9.2.3 the price per share at which the Seller wishes to transfer the Sale Shares (**Proposed Sale Price**);
 - 9.2.4 any other terms relating to the transfer of the Sale Shares which are not prohibited by these articles including the date from which dividends on the Sale Shares shall accrue to the purchaser; and
 - 9.2.5 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this article 9 (a **Total Transfer Condition**).
- 9.3 Each Transfer Notice shall:
 - 9.3.1 relate to one class of shares only;
 - 9.3.2 constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this article 9;
 - 9.3.3 save as provided by article 9.5, be irrevocable; and
 - 9.3.4 not be deemed to contain a Total Transfer Condition unless expressly stated otherwise.
- 9.4 The Sale Shares shall be offered for purchase in accordance with this article 9 at a price per Sale Share (**Sale Price**) which either has been agreed between the Seller and the Board or in default of agreement within 21 days after the date of service of the Transfer Notice, the lower of:
 - 9.4.1 the Proposed Sale Price; and
 - 9.4.2 if the Board elects within 28 days after the date of service of the Transfer Notice to instruct Valuers for that purpose, the price per Share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with article 9.16 (**Market Value**) as at the date of service of the Transfer Notice.
- 9.5 If the Market Value is reported on by the Valuers under article 9.4.2 to be less than the Proposed Sale Price specified in the Transfer Notice, the Seller may revoke the Transfer Notice by written notice given to the Board within the period of 14 days after the service on the Seller of the Valuers' written opinion of the Market Value.

- 9.6 The Board shall offer the Sale Shares to the Company for purchase at the Sale Price, subject to the provisions of the Act, within five Business Days of the Sale Price having been agreed or determined under article 9.4 or, if the Transfer Notice is capable of being revoked under article 9.5, within 7 days after the expiry of the period for revocation in article 9.5. Where the relevant Transfer Notice contains a Total Transfer Condition and the Company only wishes to acquire some and not all of the relevant Sale Shares, the Company shall only agree to acquire such Sale Shares conditionally on the remainder of the Sale Shares being allocated to Members under the remaining provisions of this article 9. The Board shall as soon as practicable give notice in writing to the Seller specifying the number of Sale Shares proposed to be acquired by the Company, the aggregate price payable for them, and the time for completion of such sale and purchase, attaching the agreement or deed referred to in article 9.7 below. Any Sale Shares neither sold nor agreed to be acquired under this article 9.6 within 40 days of being offered to the Company will be available for sale to the Members as set out below.
- 9.7 A Seller who is to sell Shares to the Company pursuant to article 9.6 will enter into an agreement or deed recording the sale in terms reasonably required by the Board within five Business Days of being asked to do so by the Board. Any such agreement or deed can be subject to such conditions precedent as the Board may specify and will include warranties to be given by such Seller in relation to the relevant Sale Shares that he has title to sell them and that they are free from encumbrances and other third party rights.
- 9.8 The Board shall offer the Sale Shares which are neither sold nor agreed to be acquired under article 9.6 for purchase at the Sale Price by a written offer notice (**Offer Notice**) served on all Members other than the Seller within 7 days after the end of the period for the Company to acquire or agree to acquire Sale Shares under article 9.6 or, if earlier, within five Business Days after the Board resolving that the Company will not accept any Sale Shares offered to it pursuant to article 9.6.
- 9.9 An Offer Notice shall:
- 9.9.1 specify the Sale Price;
 - 9.9.2 expire 42 days after its service;
 - 9.9.3 contain the other details included in the Transfer Notice; and
 - 9.9.4 invite the relevant Members to apply in writing, before expiry of the Offer Notice, to purchase Sale Shares.
- 9.10 After the expiry date of the Offer Notice (or, if earlier, upon responses being received from all relevant Members in accordance with article 9.9), the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these articles and Table A, save that:
- 9.10.1 if there are applications from Members for more than the total number of Sale Shares available, they shall be allocated to those applicants in

proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Ordinary Shares then held by them respectively;

9.10.2 if it is not possible to allocate Sale Shares without involving fractions, those fractions shall be aggregated and allocated amongst the applicants in such manner as the Board thinks fit; and

9.10.3 if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.

9.11 The Board shall, within 7 days after the expiry date of the Offer Notice or earlier allocation of all of the Sale Shares under article 9.10, give notice in writing (a **Sale Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Purchaser**) specifying the name and address of each Purchaser, the number of Sale Shares allocated to him, the aggregate price payable for them, and the time for completion of each sale and purchase.

9.12 Completion of a sale of Sale Shares to the Company shall take place at the registered office of the Company at the time specified in the notice given to the Seller pursuant to article 9.6 or, where the Company has only conditionally agreed to acquire such Sale Shares under article 9.6, the relevant sale shall take place simultaneously with the sale of the remaining Sale Shares under article 9.13, when the Seller shall, upon payment to him by the Company of the Sale Price in respect of the Sale Shares being acquired by the Company, transfer those Sale Shares and deliver (duly executed) the relevant deed or agreement referred to in article 9.7 above and the relative share certificates to the Company.

9.13 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice (being not less than one week nor more than two months after the date of the Sale Notice, unless agreed otherwise in relation to any sale and purchase by both the Seller and the Purchaser concerned) when the Seller shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificates (to the extent not handed over under article 9.12) to that Purchaser.

9.14 The Seller may, during the period falling between one and two months after the expiry date of the Offer Notice, sell any Sale Shares which have neither been sold nor agreed to be acquired under article 9.6 and for which a Sale Notice has not been given, by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:

9.14.1 the Board shall be entitled to refuse registration of the proposed transferee if he is believed by the Board to be a competitor or connected with a competitor of any business of any member of the

Group or a nominee of such a person or if the Board reasonably believes that his ownership of Shares would materially prejudice the interests of the Group; and

9.14.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled to sell only some of the Sale Shares under this article 9, save with the written consent of the Board.

9.15 If a Seller fails to transfer any Sale Shares when required pursuant to this article 9 or (if appropriate) fails to execute and deliver to the Company the relevant deed or agreement referred to in article 9.7 above, the Board may authorise any person (who shall be deemed to be the attorney of the Seller for the purpose) to execute the necessary transfer of such Sale Shares (or deed or agreement) and deliver it on the Seller's behalf. The Company may receive the purchase money for the Sale Shares from the relevant purchaser and shall, upon receipt of the duly stamped transfer, register the relevant purchaser as the holder of those Sale Shares. In respect of Sale Shares to be acquired by it, the Company shall, upon delivery of the relevant deed or agreement referred to in article 9.7 above, cancel the relevant Sale Shares. The Company shall hold the purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for the purchase money shall be a good discharge to the relevant purchaser (who shall not be concerned to see to the application of it). After the name of the relevant purchaser has been entered in the register of Members (or, if applicable, the relevant Sale Shares have been cancelled) in purported exercise of the power conferred by this article 9, the validity of that exercise shall not be questioned by any person.

9.16 If instructed to report on their opinion of Market Value under article 9.4.2, the Valuers shall:

9.16.1 act as expert and not as arbitrator and their written determination shall be final and binding on the Members, save in the case of manifest error; and

9.16.2 proceed on the basis that:

9.16.2.1 the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing Seller to be the purchase price for all the Shares, divided by the number of issued Shares then in issue;

9.16.2.2 there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares; and

9.16.2.3 any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion.

9.17 The Company will use its best endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and the Seller within 28 days of the Board electing to instruct them under article 9.4.2.

9.18 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as to one half by the Seller and as to the other half by the relevant purchasers *pro rata* to the number of Sale Shares purchased by them unless:

9.18.1 the Seller revokes the Transfer Notice pursuant to article 9.5; or

9.18.2 none of the Sale Shares are purchased pursuant to this article 9,

when the Seller shall pay all the Valuers' fees.

10 Compulsory transfers

10.1 In this article 10, a **Transfer Event** means, in relation to any Member (other than a member who is an individual who is the holder of more than 15% of the issued Shares):

10.1.1 a Member who is an individual:

10.1.1.1 becoming bankrupt; or

10.1.1.2 dying; or

10.1.1.3 suffering from mental disorder and being admitted to hospital or becoming a patient for any purpose of any enactment relating to mental health;

and the Board notifying the Company within 3 months after becoming aware of it that such event is a Transfer Event in relation to that Member for the purposes of this article;

10.1.2 a Member making any arrangement or composition with his creditors generally and the Board notifying the Company within 3 months after becoming aware of it that such event is a Transfer Event in relation to that Member for the purposes of this article;

10.1.3 a Member which is a body corporate:

10.1.3.1 having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or

10.1.3.2 having an administrator appointed in relation to it; or

10.1.3.3 entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or

10.1.3.4 having any equivalent action taken in any jurisdiction,

and the Board notifying the Company within 3 months after becoming aware of it that such event is a Transfer Event in relation to that Member for the purposes of this article;

10.1.4 subject to article 10.7, a Member who is or was previously a director or employee of a member of the Group ceasing to hold such office or employment (including in circumstances falling within articles 10.1.1 and 10.1.2 and, for the avoidance of doubt, where a Transfer Event falls both within this article 10.1.4 and article 10.1.1 or 10.1.2 the Deemed Transfer Notice referred to in article 10.2 shall be treated as given as a consequence of a Transfer Event falling within this article 10.1.4) and as a consequence no longer being a director or employee of any member of the Group and the Board notifying the Company within 3 months after becoming aware of it that such event is a Transfer Event in relation to that Member for the purposes of this article;

10.1.5 a Member attempting to deal with or dispose of any Share or any interest in it otherwise than in accordance with article 8 (Permitted Transfers), article 9 (Voluntary Transfers) and this article 10 (Compulsory Transfers) or in contravention of article 11 (Tag Along Right) and the Board notifying the Company within 3 months after becoming aware of it that such event is a Transfer Event in relation to that Member for the purposes of this article; and

10.1.6 a Member not giving a Transfer Notice in respect of any Ordinary Shares or transfer any Shares (as the case may be) as required by article 7.3, and the Board resolving within 3 months after becoming aware of it that such event is a Transfer Event in relation to that Member for the purposes of this article.

10.2 Upon the happening of any Transfer Event, the Member in question shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by them (a **Deemed Transfer Notice**). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.

10.3 Notwithstanding any other provision of these articles, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares between the date of the relevant Deemed Transfer Notice and:

10.3.1 the entry in the register of members of the Company of another person as the holder of those Shares or the cancellation of such Shares pursuant to article 9; or

10.3.2 if earlier the expiry of one month after the date of the Sale Notice given in respect of those Shares.

10.4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with article 9 as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

10.4.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date of the first meeting of the Board at which details of the facts or circumstances giving rise to the Deemed Transfer Notice are tabled;

10.4.2 subject to article 10.5, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Board or, in default of agreement within 21 days after the date of the Transfer Event, the Market Value less in each case any dividends on the Sale Shares referred to in article 10.4.5 and retained by the Vendor;

10.4.3 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable, notwithstanding article 9.5;

10.4.4 the Vendor may retain any Sale Shares not sold or repurchased pursuant to article 9.6 or for which Purchasers are not found or, during the period between one and six months after the expiry of the relevant Offer Notice and, with the prior written approval of the Board, sell all or any of those Sale Shares to any person (including any Member) at any price per Sale Share which is not less than the Sale Price;

10.4.5 the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and

10.4.6 article 10.6 shall apply.

10.5 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within article 10.1.4 shall:

10.5.1 in the case of a Good Leaver, be their Market Value at the date the Member ceases to hold office as described in article 10.7; and

10.5.2 in the case of a Bad Leaver, be their Issue Price or, if less, their Market Value at the date the Member ceases to hold office as described in article 10.7

less, in each case any dividends on the Sale Shares referred to in article 10.4.5 which are retained by the Vendor.

10.6 A dispute as to whether article 10.5.1 or article 10.5.2 applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice but any person who acquires Sale Shares pursuant to a Deemed Transfer Notice while such a dispute is continuing shall pay to the Vendor their Issue Price (or, if lower, their Market Value) and shall pay the difference between their Issue Price and their Market Value to the Company. The Company shall hold that

difference in a separate bank account as trustee to pay it, and interest earned thereon, upon final determination of the dispute:

10.6.1 to the person acquiring the Sale Shares in the case of a Bad Leaver;
and

10.6.2 to the Vendor in the case of a Good Leaver.

10.7 For the purpose of article 10.1.4, the date upon which a Member ceases to hold office as described therein shall be:

10.7.1 where a contract of employment or directorship is terminated by the employer by giving notice to the employee of the termination of the employment or directorship, the date of that notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);

10.7.2 where a contract of employment or directorship is terminated by the employee by giving notice to the employer of the termination of the employment or directorship, the date of that notice;

10.7.3 where an employer or employee wrongfully repudiates the contract of employment and the other accepts that the contract of employment has been terminated, the date of such acceptance;

10.7.4 where a contract of employment is terminated under the doctrine of frustration, the date of the frustrating event; and

10.7.5 where a contract of employment or directorship is terminated for any reason other than in the circumstances set out in article 10.5.1 to 10.5.4 above, the date on which the action or event giving rise to the termination occurs.

11 Drag Along Option

11.1 If any one or more Members (together the **Selling Shareholders**) wish to transfer on arms length terms any interest in more than 50% of the issued Shares where that transfer would result in a Change of Control, the Selling Shareholders shall have the option (**Drag Along Option**) to require all Members holding 15% or less of the Company's issued Shares (**Dragged Shareholders**) in accordance with this article to transfer all their Shares to the Third Party Purchaser or as the Third Party Purchaser directs in accordance with this article 11.

11.2 The Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (a **Drag Along Notice**) to all Dragged Shareholders at any time before the transfer of Shares resulting in the Change of Control. A Drag Along Notice shall specify that the Dragged Shareholders are required to transfer all their Shares (**Dragged Shares**) pursuant to article 11.1, the price at which the Dragged Shares are to be transferred (calculated in accordance with article 11.4) and the proposed date of transfer.

- 11.3 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations under it will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Drag Along Notice.
- 11.4 A Drag Along Notice will require each Dragged Shareholder to sell his Shares at the price per Ordinary Share at which the relevant transfer of Shares referred to in article 11.1 takes place.
- 11.5 Completion of the sale of the Dragged Shares under this article shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:
- 11.5.1 all of the Dragged Shareholders and the Selling Shareholders agree otherwise; or
- 11.5.2 that date is less than 7 days after the Drag Along Notice, where it shall be deferred until the 7th day after the Drag Along Notice.
- 11.6 A Dragged Shareholder who sells Dragged Shares under this article shall not be required to give any warranties (other than his title to sell his Dragged Shares) or indemnities to the Third Party Purchaser.

12 Tag Along Right

- 12.1 Notwithstanding any other provision in these articles no sale or transfer or other disposition of any interest in any Ordinary Share (**specified shares**) shall have any effect, if it would result in a Change of Control, unless before the sale, transfer or other disposition takes effect is the Third Party Purchaser has made a bona fide offer in accordance with this article to purchase at the specified price (defined in article 12.3) all the Shares held by the Members (except any Member which has expressly waived its right to receive such an offer for the purpose of this article).
- 12.2 An offer made under article 12.1 shall be in writing, given in accordance with article 19, open for acceptance for at least 21 days, and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within 28 days and the consideration under such an offer shall be settled in full on completion of the purchase and within 30 days of the date of the offer.
- 12.3 For the purposes of article 12:
- 12.3.1 the expressions **transfer**, **transferor** and **transferee** include respectively the renunciation of a renounceable letter of allotment and any renouncer and renounee of such letter; and
- 12.3.2 the expression **specified price** means a price per share equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Shares within the last 6 months plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the specified shares which, having regard to the

substance of the transaction as a whole, can reasonably be regarded as part of the overall consideration paid or payable for the specified shares.

If the specified price for any shares cannot be agreed within 21 days of the proposed sale, transfer or other disposition referred to in article 12.1 between the Third Party Purchaser and Members holding 75% of the Shares (excluding the Third Party Purchaser and persons who have waived their right to receive an offer), it may be referred to the Valuers by any Member and, pending its determination, the sale, transfer or other disposition referred to in article 12.1 shall have no effect.

13 Proceedings at general meetings

A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

14 Alternate Directors

14.1 Any Director (other than an alternate Director) may appoint any other Director or any other person approved by resolution of the Directors and willing to act to be an alternate Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.

14.2 An alternate Director shall be entitled:

14.2.1 to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member;

14.2.2 to attend be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present; and

14.2.3 generally at such meeting to perform all the functions of his appointor as a Director in his absence.

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director then his voting rights shall be cumulative.

14.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director but if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

- 14.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 14.5 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 14.6 Save as otherwise provided in these articles an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these articles.
- 14.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

15 Directors

- 15.1 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply and Regulations 76 77 78 and 80 shall be modified accordingly.
- 15.2 A resolution in writing signed or approved by telegram telefax or telex by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors but a resolution signed by an alternate Director need not also be signed by his appointor and if it is signed by a Director who has appointed an alternate Director it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply.
- 15.3 A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company provided that he declares the nature and extent of such interest or duty. Regulation 94 shall be modified accordingly.

16 Accounts and documents

A member (subject to such conditions and regulations as the Directors may determine having regard to the confidential nature of such information and any obligation binding upon the Company to keep confidential information supplied to it by other persons) may inspect personally or by his agent at any time any account or other record of the finances of the Company (and take and retain copies of such account or record). Regulation 109 shall not apply.

17 Indemnity

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

18 Notices

- 18.1 Any notice to be given to the Company pursuant to these articles shall be sent to the registered office of the Company or presented at a meeting of the Board.
- 18.2 Save as hereinafter provided, the figure "24" shall be inserted in substitution for the figure "48" in regulation 115. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left. A notice posted to an address outside the United Kingdom shall be deemed, unless the contrary is proved, to be given at the expiration of five days after the envelope containing it was posted. Regulation 115 shall be amended accordingly.