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**THE COMPANIES ACT 2006**

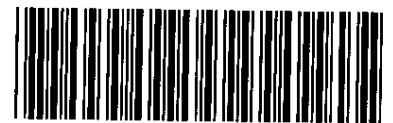
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**MIGRATION SOLUTIONS HOLDINGS LIMITED**

WEDNESDAY



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**ARTICLES OF ASSOCIATION**  
**OF**  
**MIGRATION SOLUTIONS HOLDINGS LIMITED**

**(Adopted on and with effect from 03 September 2019 by Special Resolution of the Shareholder  
passed on 03 September 2019)**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**A Director** means any director other than a director that is a B Shareholder,

**A Shares** means the A Ordinary Shares of £1 each in the capital of the Company,

**A Shareholders** means the holder or holders of all the A Shares;

**Act** means the Companies Act 2006,

**Adoption Date** means the date of adoption of these Articles,

**Associate** means in respect of any shareholder that is a company, any company that is a subsidiary of the shareholder, a holding company of the shareholder or a subsidiary of any holding company of the shareholder;

**Articles** means the company's articles of association for the time being in force,

**Available Profits** means the profits available for distribution within the meaning of part 23 of the Act;

**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,

**Bad Leaver** means a Departing B Shareholder that ceases to be a Full Time Employee by reason of:

- (i) the voluntary resignation by the Departing B Shareholder within two years of the commencement of his employment by the Company for a reason other than a Good Leaver Reason (for these purposes the time of the resignation being the date of the act of resignation and not the date on which the Departing Employee ceases to be a Full Time Employee unless they happen to be on the same date); or
- (ii) Summary Dismissal;

**B Shares** means the B Ordinary Shares of £1 each capital in the Company;

**B Shareholder** means a holder of B Shares;

**Board** means the board of directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,

**Departing B Shareholder** means a B Shareholder that ceases to be a Full Time Employee,

**eligible director** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

**Family Member** means the spouse or any minor child of the Departing Employee;

**Full Time Employee** means a B Shareholder that is employed full time by the Company,

**Financial Year** means an accounting reference period (as defined in section 391 of the Act) of the Company,

**Good Leaver** means a Departing B Shareholder that ceases to be a Full time Employee by reason of

- (i) the death of the Departing B Shareholder, or
- (ii) the ill health or permanent disability of the Departing B Shareholder rendering him incapable of continued full time employment in his then current position; or
- (iii) the ill health or permanent disability of a Family Member of the Departing B Shareholder requiring him to provide care to a degree that renders him incapable of continued fulltime employment in his then current position; or
- (iv) the voluntary resignation by the Departing B Shareholder more than two years after the commencement of his employment by the Company (for these purposes the time of the resignation being the date of the act of resignation and not the date on which the Departing Employee ceases to be a Full Time Employee unless they happen to be on the same date); or
- (v) a Non Voluntary Departure,

**Good Leaver Reason** means any reason that can result in a Departing B Shareholder being classified a Good Leaver on ceasing to be a Full Time Employee,

**Group** means the Company and its subsidiaries (if any) from time to time and **Group Company** shall be construed accordingly,

**Interest Rate** means rate of 4% above the base lending rate of Royal Bank of Scotland PLC;

**Issue Price** means in respect of any Preference Share or Ordinary Share, the subscription price paid (or agreed to be paid) in respect of that Preference Share or Ordinary Share including any share premium,

**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

**Non-Voluntary Departure** means the Departing B Shareholder being made redundant or the employment of the Departing B Shareholder being terminated by the Company for any reason other than by way of a Summary Dismissal,

**Ordinary Shares** means the issued A and B Shares.

**Ordinary Shareholder** means the holder of A Shares or B Shares.

**Preference Shares** means the issued Redeemable Non-voting Preference Shares of £1 each in the capital of the Company,

**Preference Shareholder** means the holder of Preference Shares,

**Sale Shares** means the B Shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice.

**Shares** means the Preference Shares, the A shares and the B Shares;

**Summary Dismissal** means the employment of the Departing B Shareholder being terminated by the Company in circumstances where the Company is entitled summarily to terminate that employment (without any liability to make any payment in lieu of notice);

**Termination Date** means the date upon which a B Shareholder ceases to be a Full Time Employee.

**Transfer Notice** means a notice in writing given by any B Shareholder to the Company where that B Shareholder desires, or is required by these Articles, to transfer any B Shares, where such notice is deemed to have been served, it shall be referred to as a **Deemed Transfer Notice**.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 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.
- 1.7 The Model Articles shall apply to the company, except in so far as they are modified, varied, or inconsistent with or excluded by these Articles.
- 1.8 Articles 8, 9(1), 11(2) and (3), 13, 14, 17(2) and (3), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.9 Articles 4(1) and 4(2) shall each be amended by replacing the words “special resolution” with the words “ordinary resolution”.
- 1.10 Article 7 of the Model Articles shall be amended by:
  - (a) the insertion of the words “for the time being” at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.

- 1.11 In article 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words “subject to article 10”, after the word “But”.
- 1.13 Article 29 of the Model Articles shall be amended by the insertion of the words “or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)”, after the words “the transmittee's name”.
- 1.14 Articles 31(1)(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”.

## **SHARES**

### **2. SHARE CAPITAL**

- 2.1 The share capital of the Company on the date of adoption of these Articles is divided into Redeemable Non-voting Preference Shares of £1 each, A Ordinary shares of £1 each and B Ordinary Shares of £1 each.
- 2.2 The B Shares may only be held by a Full Time Employee.

### **3. CLASSES OF SHARES**

Each class of shares shall entitle the holders thereof to the respective rights and privileges and subject to them to the respective restrictions and provisions in these Articles.

### **4. RIGHTS ATTACHING TO THE SHARES**

- 4.1 The rights attaching to the Shares are as follows:

#### **(a) Capital**

On a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

- (i) first, in paying to the Preference Shareholders in respect of each Preference Share held the Issue Price of that Preference Share, together with a sum equal to any arrears and accruals of the Preference Dividend in respect of that Preference Share calculated down to (and including) the date of the return of capital and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the Preference Shareholders pro rata to the aggregate amounts due in respect of each Preference Share held; and
- (ii) second, in paying to the Ordinary Shareholders in respect of each Ordinary Share held the Issue Price of that Ordinary Share and if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the Ordinary Shareholders pro rata to the amounts due in respect of each Ordinary Share held; and
- (iii) thereafter, in distributing the balance among the Ordinary Shareholders pro rata to the number of Ordinary Shares held.

#### **(b) Income**

The Available Profits in each Financial Year shall, without need for a resolution of the directors or the Company, be used first to pay to the Preference Shareholders in respect of each Preference Share held by them a fixed, cumulative, preferential dividend (the **Preference Dividend**) at an annual rate of 10% of the Issue Price.

The Available Profits in each Financial Year remaining after payment of the Preference Dividend in full and resolved to be distributed, shall be distributed among the Ordinary Shareholders pro rata (as nearly as may be) according to the number of the Ordinary Shares held by them respectively.

**(c) Voting**

The Preference Shareholders shall not be entitled to attend or vote at any general meeting of the Company. The Ordinary Shareholders shall be entitled to attend and vote at general meetings of the Company and on a poll every Ordinary Shareholder shall have one vote for every Ordinary Share of which it is the holder.

**5. ISSUE OF SHARES**

**5.1 New issue of shares**

No new Ordinary Shares shall be issued unless approved by a special resolution of the Shareholders.

**5.2 Authority to allot**

Subject to the provisions of the Act and without prejudice to any rights attached to any existing Shares, any share may be issued with such rights or restrictions as the Board shall determine.

**5.3 No renunciation of allotment**

No shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to allotment of a share may direct that such a Share may be allotted or issued to any other person.

**5.4 Designation of shares**

Ordinary Shares allotted to an existing member shall on allotment be designated an A Share or B Share by reference to his existing holding of either A Shares or B Shares.

**5.5 Waiver or variation**

With the prior written approval of the A Shareholders, any of the restrictions or other provisions of this Article may be waived or varied by the directors in relation to any proposed issue of shares.

**6. LIEN AND FORFEITURE**

All shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 5 as if they were unissued shares of the Company. The Model Articles shall be amended accordingly.

**DIRECTORS**

**7. UNANIMOUS DECISIONS**

**7.1** A unanimous decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

- 7.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

## **8. CALLING A DIRECTORS' MEETING**

Only an A Director may call a meeting of the directors.

## **9. QUORUM FOR DIRECTORS' MEETINGS**

- 9.1 The quorum for the transaction of business at a meeting of the directors is any two A Directors.
- 9.2 For the purpose of establishing the quorum referred to in 9.1, it is irrelevant where any director is or how they communicate with each other during the meeting.

## **10. CHAIRMAN AND CASTING VOTE**

- 10.1 The chairman of a meeting of the directors shall be such A Director as the A Directors shall nominate.
- 10.2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman shall a casting vote.

## **11. REMOVAL OF DIRECTORS**

- 11.1 The A Shareholders shall be entitled to remove any director howsoever appointed.
- 11.2 Such removal shall be effected by the A Shareholders delivering at a meeting of the directors a notification in writing stipulating such removal.

## **12. RECORDS OF DECISIONS TO BE KEPT**

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

## **13. NUMBER OF DIRECTORS**

Unless otherwise determined by the A Shareholders, the number of directors shall not be subject to any maximum but shall not be less than two.

## **14. APPOINTMENT OF DIRECTORS**

- 14.1 The A Shareholders shall be entitled to appoint any number of persons to be directors.
- 14.2 Such appointment shall be effected by the A Shareholders delivering at a meeting of the directors a notification in writing stipulating such appointment.

## **15. ALTERNATE DIRECTORS**

- 15.1 Any A Director may from time to time appoint any other person willing to act, to be an alternate director of the Company, and may at any time remove any alternate director so appointed by him from office, and appoint another director or person approved as aforesaid in his place. Any appointment of an alternate director may provide for two or more persons in the alternative to act as an alternate director.



- 15.2 Any such appointment or removal shall be by notice to the Company signed by the A Director making or revoking the appointment and shall take effect upon delivery to a meeting of the directors or in any other manner approved by the directors.
- 15.3 An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a director.
- 15.4 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of directors, to attend, to be counted in the quorum for and to vote as a director (with the same designation as the director appointing him) at any such meeting at which the director appointing him is not personally present and generally to perform all functions of his appointor as a director in the absence of such appointor including, without prejudice to the generality of the foregoing, power to sign any resolution pursuant to Article 7.2.

16. **NO ROTATION**

The directors shall not be required to retire by rotation.

**DECISION MAKING BY ORDINARY SHAREHOLDERS**

17. **POLL VOTES**

- 17.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 17.2 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.

18. **PROXIES**

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

**DISTRIBUTIONS**

19. **DIVIDENDS**

- 19.1 In respect of each Financial Year, the Available Profits of the Company shall be used to pay dividends as set out in this Article 19.
- 19.2 The Company shall, without need for a resolution of the Directors or the Company in general meeting and before application of any Available Profits to reserves or for any other purpose, pay in respect of each Financial Year in respect of each Preference Share, a fixed, cumulative, preferential dividend (the **Preference Dividend**) at an annual rate of 10% of the Issue Price to the Preference Shareholders registered on the payment date. If any Financial Year is for a period that is less or more than 12 months, then in respect of that Financial Year the annual rate of 10% shall be decreased or increased pro rata the length of the Financial Year.

- 19.3 Subject to Article 19.6, the Preference Dividend in respect of each Financial Year, shall be paid in cash on a date that is no later than six months after the end of that Financial Year.
- 19.4 Any unpaid arrears and accruals of the Preference Dividend in respect of each Preference Share shall be paid on the date of redemption of that Preference Share in accordance with article 20.
- 19.5 The Company shall not declare or pay any further dividend unless and until all arrears and accruals of the Preference Dividend have been paid.
- 19.6 Unless the Company has insufficient Available Profits, the Preference Dividend shall, notwithstanding that such dividend is expressed to be cumulative, be paid immediately on the due date.
- 19.7 If, as a result of not having sufficient Available Profits, the Company is not lawfully permitted to pay the Preference Dividend in full on the due date, it shall pay the Preference Dividend to the extent it is lawfully able to do so The unpaid amount shall:
- (a) be a debt due from the Company; and
  - (b) accrue interest daily (assuming a 365 day year) at the Interest Rate in respect of the period from the due date to the actual date of payment (both dates inclusive) and such interest shall, to the extent outstanding for the time being, be paid on the date of payment of the Preference Dividend in respect of which the relevant interest accrues.
- 19.8 If the Company is in arrears in paying the Preference Dividend, the first Available Profits arising shall be applied in or towards paying off any arrears of the Preference Dividend.
- 19.9 The Company shall procure that the profits of any other Group Company available for distribution shall from time to time (and to the extent lawful), be paid by way of dividend to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company) to the extent necessary to permit lawful and prompt payment by the Company of the Preference Dividend.
- 19.10 Subject as aforesaid, the Company shall determine to distribute in respect of each Financial Year a noncumulative dividend equal to 40% of the Distributable Profits to be distributed in cash among the Ordinary Shareholders pro rata to their respective holdings of Ordinary Shares.
- 19.11 For the purposes of Article 19.10, the Distributable Profits in respect of any Financial Year shall be the Available Profits at the end of that Financial Year remaining after provision for the payment of the Preference Dividend for that Financial Year (including and all arrears and accruals of the Preference Dividend at the beginning of that Financial Year) and the redemption of any Preference Shares required or agreed to be redeemed in the following Financial Year, that are represented by cash at the end of that Financial Year.

## 20. **REDEMPTION RIGHTS**

- 20.1 The Preference Shares shall, subject to the Act, be redeemed as follows:
- (a) the Company shall redeem all the Preference Shares then in issue on the fifth anniversary of the Adoption Date; and
  - (b) the Company may with the consent of a majority of the Preference Shareholders, redeem such number of the Preference Shares as it may from time to time determine to redeem.
- 20.2 Where Preference Shares are to be redeemed in accordance with Article 20.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (**Company Redemption Notice**) The Company Redemption Notice shall specify the particular

Preference Shares to be redeemed and the date fixed for redemption and shall be given not less than 5 nor more than 10 business days prior to the date fixed for redemption.

- 20.3 If the Company is unable, because of having insufficient Available Profits, to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so.
- 20.4 If the Company is at any time redeeming less than all the Preference Shares from time to time in issue, the number of Preference Shares to be redeemed shall be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.
- 20.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.
- 20.6 If any certificate delivered to the Company pursuant to Article 20.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter.
- 20.7 There shall be paid on the redemption of each Preference Share an amount equal to:
- (a) 100% of the Issue Price thereof; and
  - (b) all accruals and/or unpaid amounts of Preference Dividend in respect thereof, calculated down to and including the date of actual payment

and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares. If and to the extent that the debt so constituted is not paid in full on the due date, the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the due date down to and including the date of actual payment.

- 20.8 If the Company fails or is unable to redeem any of the Preference Shares in full on the date due for redemption for any reason whatsoever, all Available Profits (or other monies which may lawfully be applied for the purpose of redeeming any Preference Shares) shall be applied in the following order of priority:
- (a) first, in or towards paying off all accruals and/or unpaid amounts of Preference Dividend: and
  - (b) second, in or towards redeeming all Preference Shares which have not been redeemed on or by the due date for redemption in accordance with Article 20.1.

## **ADMINISTRATIVE ARRANGEMENTS**

### **21. MEANS OF COMMUNICATION TO BE USED**

- 21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient.

- (a) if properly addressed and sent from the United Kingdom by prepaid first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and sent from the United Kingdom to an address outside the United Kingdom or vice versa, and (in each case) sent by reputable international overnight courier, on the working day that it is delivered provided that the sending party receives a confirmation of delivery from the courier service provider;
- (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (d) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (e) 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 working day.

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

## 22. **INDEMNITY**

- 22.1 Subject to Article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer 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 (or any associated company's) affairs, and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 21.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure; and
- (c) in this article relevant officer means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor and companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

- 22.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## 23. **INSURANCE**

23.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

23.2 In this article:

- (a) a relevant officer means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor;
- (b) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## 24. **GENERAL PROVISIONS CONCERNING TRANSFERS OF SHARES**

### 24.1 **General restriction on transfer**

The right to transfer B Shares shall be subject to the rights and restrictions set out in Articles 24 to 28 inclusive and no B Share nor any interest therein shall be transferred to or become vested in any person otherwise than in accordance with such provisions.

### 24.2 **Disposal of whole interest only**

Save as permitted pursuant to these Articles no transfer, disposal, charge, mortgage, assignment or other dealing in any B Shares or any interest or right therein shall occur other than the transfer of the whole legal and equitable title to such B Shares with full title guarantee free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof thereafter (and “**transfer**”, in the context of a transfer of B Shares, shall be construed accordingly in these Articles).

### 24.3 **Attempted disposal of interest in shares**

If a B Shareholder at any time attempts to deal with, or dispose of, a B Share or any interest therein or right attaching thereto otherwise than in accordance with the provisions of these Articles he shall be deemed immediately prior to such attempt to have given a Deemed Transfer Notice in respect of such B Shares and in such event the provisions of Articles 25.2 (but so that the Transfer Price shall be the nominal value of such Shares), 25.3 and 25.4 shall apply.

### 24.4 **Equitable and floating shares**

A B Shareholder may not at any time create any equitable or floating charge on or over any of its B Shares and in the event that a B Shareholder creates or attempts to create any such charge over its B Shares it shall be deemed immediately prior to such creation or attempt to have given a Deemed Transfer Notice in respect of such B Shares and in such event the provisions of Articles 25.2 (but so that the Transfer Price shall be the nominal value of such Shares), 25.3 and 25.4 shall apply.

### 24.5 **Reasons for declining to approve a transfer**

The directors shall be required to decline to register the transfer of any B Shares made pursuant to and purporting to comply with the provisions of Articles 24 to 28 inclusive if they have substantial reasons for believing that the transfer purporting to be made in accordance with any such provision

is in any material respect not in fact in accordance therewith in which event they shall decline to register such transfer.

#### 24.6 **Provision of information — transfer of B Shares**

For the purpose of ensuring that a transfer of B Shares is in accordance with these Articles and duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is or may be deemed to have been given hereunder or for the purpose of ascertaining when a Transfer Notice is or may be deemed to have been given hereunder or for the purpose of ascertaining whether any relevant provisions of these Articles apply, the directors may require any member, the representative of any member appointed pursuant to section 323 of the 2006 Act, the receiver, administrator, administrative receiver or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors shall think fit regarding any matter which they may deem relevant to such purpose.

#### 24.7 **Waiver or variation**

With the approval of the A Shareholders, any of the restrictions or other provisions of Articles 24 to 28 inclusive may be waived or varied by the directors in relation to any proposed transfer of B Shares or any other matter.

### 25. **DEPARTING B SHAREHOLDER TRANSFERS**

25.1 If a B Shareholder becomes a Departing B Shareholder, that Departing B Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all the B Shares held by the Departing B Shareholder on the Termination Date (**Sale Shares**) and at a price (**Transfer Price**) calculated as follows:

- (a) where the Departing B Shareholder is a Bad Leaver, the nominal value of the Sale Shares; and
- (b) where the Departing B Shareholder is a Good Leaver, the Fair Price of the Sale Shares (calculated in accordance with article 25.7 and 25.8).

25.2 The Deemed Transfer Notice shall constitute the Company (by the Board) the agent for the transfer of the Sale Shares at the Transfer Price.

25.3 The Sale Shares shall be offered by the Board first to the A Shareholders who shall be entitled to purchase them in whole or part and/or direct that they be offered to such of the other the B Shareholders and in such proportions as the A Shareholders may specify Alternatively the A Shareholders may direct that subject to the Act, the Company purchase the Sale Shares.

25.4 All voting rights attached to the Sale Shares shall be suspended on the Termination Date. However, the holders of the Sale Shares shall have the right to receive a notice of, and to attend, all general meetings of the Company, but shall have no right to vote either in person or by proxy.

25.5 All voting rights attached to the Sale Shares transferred under this Article 25 shall be automatically restored on completion of the transfer.

25.6 The **Fair Price** shall be such price as the Departing B Shareholder and (with the A Shareholders' consent) the Board shall agree within ten business days of the Termination Date or failing such agreement, such price as the Auditors shall determine pursuant to article 25.7.

25.7 If the Fair Price falls to be determined by the Auditors:

- (a) the Board shall immediately instruct the Auditors to determine the Fair Price on the basis which, in their opinion, represents a fair price for the Sale Shares at the Termination Date as

between a willing seller and a willing buyer without discount for minority holdings and not having regard to the fact that the transferability of the B Shares is restricted by the Articles;

- (b) the Auditors shall certify the Fair Price as soon as possible after being instructed by the Board and in so certifying the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;
- (c) the certificate of the Auditors shall, in the absence of manifest error, be final and binding; and
- (d) the Board shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless (i) such an arrangement would not be permitted by the Act or (ii) the Fair Price as determined by the Auditors is greater than 110% of the highest price offered by the Board when trying to agree the Fair Price for the B Shares, in which event the cost shall be borne by the Departing B Shareholders and deducted from the Fair Price paid for the B Shares.

## 26. B SHAREHOLDER PERMITTED TRANSFERS

### 26.1 Transfer of B Shares to the B Shareholders

A B Shareholder shall be entitled to transfer any of his B Shares to any of the B Shareholders subject as provided in this Article 26.

### 26.2 Transfer Notice

If any B Shareholder shall receive an offer from another B Shareholder for B Shares (**Offer**), then before accepting the Offer and transferring any B Shares, the B Shareholder in receipt of the Offer, (**Proposing Transferor**) shall give notice in writing (**Transfer Notice**) to the Company that he has received the Offer which he wishes to accept and to transfer such B Shares (**Sale Shares**) and shall state in the Transfer Notice:

- (a) the name of the proposing transferee (**Proposing Transferee**);
- (b) the cash price per share at which the Sale Shares are to be sold (**Price**); and
- (c) all other material terms of the proposed transfer (**Terms**).

The Transfer Notice shall constitute the Company (by the Board) the agent for the transfer of the Sale Shares at the Price and on the Terms. Save as hereinafter provided, a Transfer Notice once given or required to be given or deemed to have been given shall be irrevocable. A Transfer Notice may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company. Any B Shareholder that receives an Offer that is for a consideration that is not expressed solely as a cash price per share shall be rejected by the B Shareholder.

### 26.3 Offer of Sale Shares

On receipt of a Transfer Notice, the Sale Shares shall be offered for sale by the Board in writing for purchase at the Price and on the Terms to all the B Shareholders (other than the Proposing Transferor) (**Counter Offer**).

### 26.4 Counter Offer Period

The Counter Offer shall specify that unless the Counter Offer is accepted within 30 days (**Counter Offer Period**) it will lapse. The Counter Offer may be accepted by any B Shareholder either unconditionally or conditionally upon finance but whether the Counter Offer is accepted

unconditionally or conditionally completion of the purchase of the Sale Shares must take place within 60 days of acceptance of the Counter Offer otherwise the Counter Offer will lapse. In the case of competition in respect of any such Counter Offer the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of B Shares.

## 26.5 Notification of Purchasers

If the directors shall within the Counter Offer Period find Shareholders (each such person called a **Purchaser**) to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor, the Proposing Transferor shall be bound, upon payment of the Price, and upon fulfilment of the Terms (if any) to transfer the Sale Shares to the respective Purchasers. Every such notice from the directors shall state the name and address of the Purchaser concerned and the number of shares agreed to be purchased by him. The purchase shall be completed as soon as reasonably practicable and in any event within 60 days of acceptance of the Counter Offer by the Purchaser at a place and time to be appointed by the directors when, against payment of the Price and any relevant stamp duties and fulfilment of the Terms (if any), the Proposing Transferor shall deliver transfers in favour of the Purchaser together with the share certificates in respect of the relevant Sale Shares and the Purchaser shall be registered as the holder of the relevant Sale Shares in the register of members of the Company and a share certificate in respect of the Sale Shares shall be delivered to the Purchaser as soon as practicable thereafter.

## 27. COMPULSORY PURCHASE OF B SHARES

- 27.1 In the event that the A Shareholders wish to sell their A Shares other than to an Associate which they shall be entitled to do at any time, they shall have the right first to purchase from the B Shareholders all of their B Shares (**Compulsory Purchase Right**).
- 27.2 The Compulsory Purchase Right may be exercised by the A Shareholders serving notice to that effect (**Compulsory Purchase Notice**) on the B Shareholders specifying that each B Shareholder is required to transfer its B Shares (**Compulsory Purchase Shares**) pursuant to this Article 27.
- 27.3 Upon the exercise of the Compulsory Purchase Right in accordance with this Article 27, each of the B Shareholders shall be bound to sell its B Shares for the Fair Value to the Transferee specified in the Compulsory Purchase Notice and otherwise in accordance with this Article 27.
- 27.4 Completion of the sale of the B Shares shall be conditional upon and take place at the same time and place as the completion of the sale of the A Shares.
- 27.5 The **Fair Price** shall be such price as the B Shareholder and the A Shareholders' shall agree within ten business days of the service of the Compulsory Purchase Notice or failing such agreement, such price as the Auditors shall determine pursuant to Article 27.6.
- 27.6 If the Fair Price falls to be determined by the Auditors:
  - (a) the A Shareholders shall immediately instruct the Auditors to determine the Fair Price on the basis which, in their opinion, represents a fair price for the B Shares at the date of the Compulsory Purchase Notice as between a willing seller and a willing buyer without discount for minority holdings and not having regard to the fact that the transferability of the B Shares is restricted by the Articles or to the price at which the A Shareholders have agreed to sell the A Shares;
  - (b) The A Shareholders shall use their reasonable endeavours to procure that the Auditors certify the Fair Price as soon as possible after being instructed and in so certifying the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;



- (c) the certificate of the Auditors shall, in the absence of manifest error, be final and binding; and
- (d) the cost of obtaining such certificate shall be borne by the A Shareholders unless the Fair Price as determined by the Auditors is greater than 110% of the highest price offered by the A Shareholders when trying to agree the Fair Price for the B Shares, in which event the cost shall be borne by the B Shareholders and deducted from the Fair Price paid for the B Shares.

**28. FAILURE TO TRANSFER**

If in any case a B Shareholder, after having become bound to transfer any B Shares pursuant to these Articles shall make default in so doing or shall fail to deliver share certificates in respect thereof, the Board may authorise some person to execute and deliver on his behalf any necessary transfer in favour of the relevant transferee and shall receive the purchase money and shall thereupon (subject to the transfer being duly stamped) cause the name of the relevant transferee to be entered into the register of members of the Company as the holder of the relevant B Shares. The Company shall hold the purchase money in trust for the relevant transferee but shall not be bound to earn or pay interest thereon. The receipt of the Company for the purchase money shall be a good discharge to the relevant transferee who shall not be bound to see to the application thereof and after the name of the relevant transferee has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.