

COMPANY NUMBER: 07448916

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

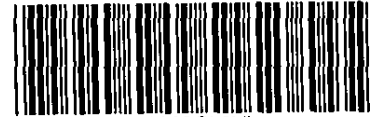
WRITTEN RESOLUTIONS OF

AEI AIR (HOLDINGS) LIMITED

(the "Company")

Dated 18th January 2017

TUESDAY



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14/02/2017

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COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the Director of the Company proposes that resolution 1 be passed as an ordinary resolution and resolutions 2 and 3 be passed as special resolutions

ORDINARY RESOLUTION

	Authority to allot
1	THAT, in accordance with section 551 of the Companies Act 2006 (CA 2006) the directors of the Company (Directors) be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company (Rights) in addition to all existing authorities up to an aggregate nominal amount of £51 provided that this authority shall, unless renewed, varied or revoked by the Company, expire five years following the passing of this resolution save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

SPECIAL RESOLUTION

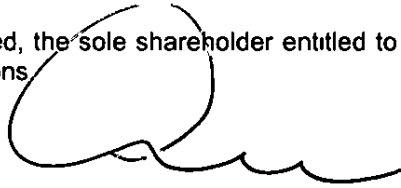
2	THAT, in accordance with section 569 of the CA 2006, the Directors be generally empowered to allot equity securities (as defined in section 560 of the CA 2006) pursuant to the authority conferred by resolution 1, as if section 561 of the CA 2006 and any rights of pre-emption in the Company's articles of association did not apply to any such allotment, provided that this power shall
2 1	be limited to the allotment of equity securities up to an aggregate nominal amount of £51 and
2 2	expire on five years following the passing of this resolution (unless renewed, varied or revoked by the Company prior to or on that date), save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has

	expired
3	THAT the form articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association

AGREEMENT

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

The undersigned, the sole shareholder entitled to vote on the Resolutions hereby irrevocably agrees to the Resolutions.



Signed by

Simon Nicholas Trent Angel

Sole Shareholder

Date

18/01/2017

NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the Company
- 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

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

OF

AEI AIR (HOLDINGS) LIMITED

Incorporated 23 November 2010

Adopted 18th January 2017

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Company number 07448916

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AEI AIR (HOLDINGS) LIMITED

(Adopted by special resolution passed on 18th January 2017)

INTRODUCTION

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles

Act means the Companies Act 2006

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

Appointor. has the meaning given in article 12.1

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

Bad Leaver: an Employee who becomes a Departing Employee in circumstances where he is not a Good Leaver

Board. the board of Directors from time to time of the Company

Business Day. means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business

Conflict: has the meaning given in article 8.1

Controlling Interest means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010

Deemed Transfer Notice: a Transfer Notice that is deemed to have been served under Article 17

Departing Employee: an Employee who ceases to be a Director and/or employee of the Company (other than by reason of death)

Director: means a Director of the Company from time to time

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)

Employee a Shareholder who is, or has been, a Director and/or employee of the Company

Good Leaver: an Employee who becomes a Departing Employee by reason of

- (a) death,
- (b) retirement, permanent disability or permanent incapacity through ill-health, or
- (c) *redundancy (as defined in the Employment Rights Act 1996),*
- (d) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

Ordinary Share: means an ordinary share of £1 in the capital of the Company

Shareholder means any holder of any share from time to time

Shareholder Consent the prior written consent of the holder(s) for the time being of not less than 60% by nominal value of all Shares held by Shareholders

Termination Date

- (a) where employment ceases by virtue of notice given by the employer to the Employee, the date on which such notice expires,

- (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,
- (c) where the Employee concerned is a Director but not an employee, the date on which his service agreement (or other terms of appointment) with the Company is terminated, or
- (d) in any other case, the date on which the employment or holding of office is terminated

Valuers: means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the parties or, in the absence of agreement between the parties on the identity of the expert within five Business Days of a party serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator)

- 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 or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company
- 1 6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision
- 1 7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1 8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them

- 1 9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles
- 1 10 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company
- 1 11 Article 7 of the Model Articles shall be amended by
- 1 11 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1 11 2 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 12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including Alternate Directors) and the secretary" before the words "properly incur"
- 1 13 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 14 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 15 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) of the Model Articles," after the words "the transmittee's name"
- 1 16 Articles 31(1)(a) to (c) (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" Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the Directors decide"

DIRECTORS

2 Unanimous decisions

- 2 1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter

2 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

2 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting

3 **Calling a Directors' meeting**

3 1 Any Director may call a Directors' meeting by giving not less than seven Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice

3 2 Notice of a Directors' meeting shall be given to each Director in writing

4 **Quorum for Directors' meetings**

4 1 Subject to article 4 2, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors but one of the Eligible Directors must be Simon Angel

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director

4 3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision

4 3 1 to appoint further Directors, or

4 3 2 to call a general meeting so as to enable the Shareholders to appoint further Directors

5 **Voting**

For so long as Simon Angel is a shareholder of the Company he shall have such number of votes as is equal to the number of Eligible Directors

6 **Casting vote**

If the numbers of votes for and against a proposal at a meeting of Directors are equal, Simon Angel shall have a casting vote

7 Transactions or other arrangements with the company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- 7 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- 7 1 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- 7 1 3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 7 1 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- 7 1 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- 7 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8 Directors' conflicts of interest

8 1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

8 2 Any authorisation under this article 8 will be effective only if

8 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles,

8 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested Director, and

8 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested Director's vote had not been counted

8 3 Any authorisation of a Conflict under this article 8 may (whether at the time of giving the authorisation or subsequently)

8 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

8 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,

8 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict,

8 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,

8 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the company) information that is confidential to

a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence, and

8 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters

8 4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict

8 5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

8 6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

9 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

10 Number of Directors

Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than one

11 Appointment of Directors

In any case where, as a result of death or bankruptcy, the company has no shareholders and no Directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the

right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director

12 Appointment and removal of alternate Directors

12 1 Any Director (**Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

12 1 1 exercise that Director's powers, and

12 1 2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor.

12 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the Appointor, or in any other manner approved by the Directors

12 3 The notice must

12 3 1 identify the proposed alternate, and

12 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

13 Rights and responsibilities of alternate Directors

13 1 An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor

13 2 Except as the Articles specify otherwise, alternate Directors

13 2 1 are deemed for all purposes to be Directors,

13 2 2 are liable for their own acts and omissions,

13 2 3 are subject to the same restrictions as their Appointors, and

13 2 4 are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member

13 3 A person who is an alternate Director but not a Director

13 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

13 3 2 may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate), and

13 3 3 shall not be counted as more than one Director for the purposes of articles article 13 3

13 4 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision)

13 5 An alternate Director may be paid expenses and may be indemnified by the company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the company

14 Termination of alternate Directorship

An alternate Director's appointment as an alternate terminates

14 1 1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

14 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,

14 1 3 on the death of the alternate's Appointor, or

14 1 4 when the alternate's Appointor's appointment as a Director terminates

15 **Secretary**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors

SHARES

16 **Purchase of own shares**

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of

16 1 1 £15,000, and

16 1 2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company

17 **Transfer of Shares**

17 1 No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share, except as permitted by these Articles or with the prior written consent of all other Shareholders

17 2 A Shareholder (**Seller**) wishing to transfer Shares (**Sale Shares**) shall give notice in writing (**Transfer Notice**) to the other Shareholder (**Continuing Shareholders**) specifying the details of the proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s), the proposed price for each Sale Share (**Proposed Sale Price**) and each Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of Shares held by him bears to the total number of ordinary shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his Entitlement)

17 3 The Continuing Shareholders (or any of them) may, by giving notice in writing (**Price Notice**) to the Seller at any time within 10 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within 10 Business Days of the Seller's receipt of a Price Notice, they (or any of them) shall immediately instruct the

Valuers to determine the Fair Value of each Sale Share. If the Continuing Shareholders (or any of them) fail to deliver a Price Notice within the required timeframe set out in this article, the Sale Price for each Sale Share shall be deemed to be the Proposed Sale Price set out in the Transfer Notice.

- 17.4 If, following delivery to him of the Valuers' written notice in accordance with article 20, the Seller does not agree with the Valuers' assessment of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within 5 Business Days of delivery to him of the Valuers' written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these Articles. If the Seller does not revoke the Transfer Notice within the required timeframe set out in this article, the Sale Price for each Sale Share shall be the Fair Value.
- 17.5 Within 5 Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 5 Business Days of receipt of the Valuers' determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with article 17.4), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (**Acceptance**) to the Seller stating that he wishes to purchase a specified number of Sale Shares up to a maximum of his Entitlement to the Sale Shares at the Sale Price. A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Entitlement (**Extra Shares**).
- 17.6 If, on the expiry of the relevant 5 Business Day period referred to in article 17.5, the total number of Sale Shares applied for is greater than the available number of Sale Shares, each accepting Continuing Shareholder shall be allocated his Entitlement (or such lesser number of Sale Shares for which he has applied) and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Continuing Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the Shares of the same class held by such Continuing Shareholders.
- 17.7 Completion of those Sale Shares accepted by Continuing Shareholders under article 17.5 (and, where, relevant, article 17.6) shall take place in accordance with article 19.
- 17.8 In relation to any Sale Shares not accepted by Continuing Shareholders under article 17.5 (and, where, relevant, article 17.6)
- 17.8.1 subject to the prior written consent of Simon Angel, which he is free to withhold at his absolute discretion, the Seller shall be entitled to

transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price, and

17 8 2 the Seller shall procure that any buyer of Sale Shares that is not, immediately prior to completion of the transfer in question, a party to any agreement between the Shareholders in place at that time, at completion, enter into a deed of adherence with the Continuing Shareholders, agreeing to be bound by the terms of any such agreement, in such form as the Continuing Shareholders may reasonably require (but not so as to oblige the buyer to have any obligations or liabilities greater than those of the Seller)

18 **Compulsory Transfers**

18 1 A Shareholder is deemed to have served a Transfer Notice under article 17 2 immediately before any of the following events of

18 1 1 the Shareholder's death, or

18 1 2 a bankruptcy petition being presented or an order being made for the Shareholder's bankruptcy, or an arrangement or composition being proposed or made with any of his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors,

18 1 3 the Shareholder lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the Company or his shareholding,

18 1 4 the Shareholder becoming a Departing Employee, unless the Board (acting with Shareholder Consent) otherwise directs in writing within 10 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served, and

18 1 5 the Shareholder committing a material or persistent breach of this agreement which, if capable of remedy, has not been so remedied within 10 Business Days of notice to remedy the breach being served by the Board

18 2 A Deemed Transfer Notice deemed to be served under clause 8 1 3 or clause 8 1 4 shall immediately and automatically revoke

- 18 2 1 a Transfer Notice served by the relevant Shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice,
- 18 2 2 a Deemed Transfer Notice deemed to be served by the relevant Shareholder under any of the events set out in clause 17 1 1 to clause 17 1 3 (inclusive)
- 18 3 A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of clause 16 shall apply, except that
 - 18 3 1 the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Deemed Transfer Notice),
 - 18 3 2 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares,
 - 18 3 3 if the Seller is deemed to have given a Transfer Notice as a result of Article 17 1 3 the Transfer Price shall, where the Departing Employee is
 - 18 3 3 1 a Bad Leaver, be restricted to a maximum of the lower of the subscription price paid for each Sale Share, including any share premium, and the Fair Value of each such Sale Share, and
 - 18 3 3 2 a Good Leaver, be the Fair Value of each such Sale Share,
 - 18 3 4 the Seller does not have a right to withdraw the Transfer Notice following a valuation
- 19 **Completion of Share Purchase**
 - 19 1 Completion of the sale and purchase of Shares under article 16 and article 18 of these Articles shall take place 20 Business Days after the date of determination of the Sale Price in accordance with article 17 2 or article 17 3 (as the case may be)
 - 19 2 At such completion

- 19 2 1 the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders or the Company may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares,
- 19 2 2 each relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to her order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller), and
- 19 3 Any transfer of shares by way of a sale that is required to be made under these Articles shall be deemed to include a warranty that the Seller sells the shares with full title guarantee
- 19 4 If any Continuing Shareholder fails to pay the Sale Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Sale Price shall accrue interest at a rate equal to 4% per annum above the base rate of Barclays Bank Plc from time to time
- 19 5 Each of the Continuing Shareholders shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of her rights and powers as a shareholder of the Company) the registration (subject to due stamping by the Continuing Shareholders) of the transfers of the Sale Shares under this article 19 and each of them consents to such transfers and registrations
- 19 6 Unless otherwise agreed in writing between the Continuing Shareholders, any Shareholder who acquires any Sale Shares in accordance with the provisions of this article 19 and such Sale Shares are of a different class to the class of Shares that shareholder currently owns, the Sale Shares shall be deemed to be converted into the same class of Shares that Shareholder owns and the parties agrees to and shall promptly (and in any event within 10 Business Days of being notified by the Directors of the requirement to do so) do all such things and pass any required resolutions to ensure such conversion
- 19 7 Any party who, under this article 19 is required to execute a documents or vote in favour of any resolutions and who fails to do so shall be deemed to have irrevocably appointed any person nominated by the Board to be that persons attorney to

executed any such document or pass any such resolutions as they are otherwise obligated to do so under the provisions of this article 19

20 **Fair Value**

20 1 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions

20 1 1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent,

20 1 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

20 1 3 the sale is to be on arms' length terms between a willing seller and a willing buyer,

20 1 4 the shares are sold free of all restrictions, liens, charges and other encumbrances, and

20 1 5 the sale is taking place on the date the Valuers were requested to determine the Fair Value

21 **Drag Along**

21 1 If Shareholders holding 60 % or more of the shares of the Company in issue for the time being (**Selling Shareholders**) wish to transfer all (but not some only) of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders may require all other Shareholders (**Called Shareholders**) to sell and transfer all their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (**Drag Along Option**)

21 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer The Drag Along Notice shall specify

21 2 1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 21,

21 2 2 the person to whom the Called Shares are to be transferred,

- 21 2 3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares, and
- 21 2 4 the proposed date of the transfer
- 21 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 21 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 21.
- 21 5 Completion of the sale of the Called Shares shall take place on the Completion Date. **Completion Date** means the date proposed for completion of the sale of the Sellers' Shares unless
- 21 5 1 all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders, or
- 21 5 2 that date is less than 10 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 10 Business Day after service of the Drag Along Notice.
- 21 6 The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to the rights of pre-emption set out in article 16 but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 21 7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 21 2 3 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

- 21 8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 21 in respect of their shares
- 21 9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 21 7) transfer(s) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 21
- 21 10 Following the issue of a Drag Along Notice, upon any person exercising a pre-existing option to acquire shares in the Company or exercising a conversion right in respect of any convertible security of the Company (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 21 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the shares shall take place on the Completion Date or immediately upon the New Shareholder becoming a Shareholder of the Company, if later
- 21 11 The provisions of this article 21 shall not be subject to or conditional upon the pre-emption provisions contained in article 16
- 22 **Tag Along**
- 22 1 Except in the case of transfers pursuant to Article 17, and after going through the pre-emption procedure set out in Article 16, the provisions of article 22 1 to article 21 3 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company

- 22 2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (**Specified Price**)
- 22 3 The Offer shall be made by written notice (**Offer Notice**), at least 20 Business Days before the proposed sale date (**Sale Date**) To the extent not described in any accompanying documents, the Offer Notice shall set out
- 22 3 1 the identity of the Buyer,
- 22 3 2 the Specified Price and other terms and conditions of payment,
- 22 3 3 the Sale Date,
- 22 3 4 the number of Shares proposed to be purchased by the Buyer (**Offer Shares**)
- 22 4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with article 21 2 and article 21 3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer
- 22 5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within 10 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders
- 22 6 The Proposed Transfer is subject to the pre-emption provisions of Article 16, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions

DECISION MAKING BY SHAREHOLDERS

23 Poll votes

- 23 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

23 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

24 **Proxies**

24 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"

24 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

ADMINISTRATIVE ARRANGEMENTS

25 **Means of communication to be used**

25.1 Subject to article 25 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

25 1 1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or

25 1 2 if sent by fax, at the time of transmission, or

25 1 3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 00 am on the second Business Day after posting, or

25 1 4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 00 am on the fifth Business Day after posting, or

25 1 5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address, or

25 1 6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied, or

- 25 1 7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and
- 25 1 8 if deemed receipt under the previous paragraphs of this article 25 1 would occur outside business hours (meaning 9 00 am to 5 30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9 00 am on the day when business next starts in the place of deemed receipt For the purposes of this article, all references to time are to local time in the place of deemed receipt
- 25 2 To prove service, it is sufficient to prove that
- 25 2 1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address, or
- 25 2 2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number, or
- 25 2 3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted, or
- 25 2 4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient
- 26 **Indemnity**
- 26 1 Subject to article 26 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 26 1 1 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
- 26 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and
- 26 1 1 2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or

in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

26 1 2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

26 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

26 3 In this article

26 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

26 3 2 a "relevant officer" means any Director or other officer or former Director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (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)

27 Insurance

27 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

27 2 In this article

27 2 1 a "relevant officer" means any Director or other officer or former Director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the company (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),

- 27 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- 27 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate