

Company Number: 08790591

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AGM EVENT SOLUTIONS LTD
(Adopted by special resolution passed
on 18 October 2017)**

Agreed terms

1. INTERPRETATION

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

Act: the Companies Act 2006;

Appointor: has the meaning given in article 9.1;

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

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

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

Exit: a Sale;

Fair Value: in relation to shares, as determined in accordance with article 14;

Interested Director: has the meaning given in article 7.1;

Issue Price: in respect of the Redeemable Shares, the subscription price paid (or agreed to be paid) in respect of that share, including any share premium;

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

Sale: the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or a series of related transactions) that will result in the purchaser of such shares (or grantee of such right) or any voting shareholder holding a controlling interest of not less than 65% in the Company;

Shares: the shares of £1.00 each in issue of whatever class consisting of Ordinary Shares and Redeemable Shares;

Ordinary Shares: the ordinary 1 GBP shares of £1.00 each in the capital of the Company;

Redeemable Shares: the redeemable ordinary 1 GBP shares of £1.00 each in the capital of the Company;

Valuers: the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 10 Business Days of the declining of instructions by the accountants of the Company, 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);

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 10, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 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 those 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 amended, extended or re-enacted from time to time.
- 1.6. Any words following the terms **including**, **include**, **in particular** 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.
- 1.7. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. ADOPTION OF THE MODEL ARTICLES

- 2.1. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these

Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

- 2.2. Model Articles 6(2), 8, 9(1), 11 to 14 (inclusive), 16, 27 to 29 (inclusive), 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3. Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 2.4. In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5. Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. DIRECTORS' MEETINGS

- 3.1. Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.
- 3.2. Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3. All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes.

4. UNANIMOUS DECISIONS OF DIRECTORS

- 4.1. A decision of the directors is taken in accordance with this article when all directors indicate to each other by any means that they share a common view on a matter.
- 4.2. Such a decision may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.

5. CALLING A DIRECTORS' MEETING

- 5.1. Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by all the directors to each director or by authorising the Company secretary (if any) to give such notice.
- 5.2. Notice of any directors' meeting must be accompanied by:
 - 5.2.1. an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - 5.2.2. copies of any papers to be discussed at the meeting.
- 5.3. Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

6. QUORUM FOR DIRECTORS' MEETINGS

- 6.1. Subject to article 7.2.2 (save for where there is only one director), the quorum at any meeting of the directors (including adjourned meetings) shall be two directors.
- 6.2. No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 6.3. If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 7 Business Days at the same time and place.

7. DIRECTORS' INTERESTS

- 7.1. The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 7.2. Any authorisation under this article will be effective only if (save for where there is only one director where a Conflict shall require authorisation by the shareholders):
 - 7.2.1. 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 or in such other manner as the directors may determine;
 - 7.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

- 7.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 7.3. Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
 - 7.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 7.3.2. 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;
 - 7.3.3. impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 7.3.4. 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
 - 7.3.5. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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 in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 7.7. Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with

the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.

7.8. Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 7.7.

7.9. Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 7.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

7.9.1. may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;

7.9.2. shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

7.9.3. 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;

7.9.4. 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

7.9.5. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

9. ALTERNATE DIRECTORS

- 9.1. Any director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a director) to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. A person may be appointed an alternate director by more than one director.
- 9.2. Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.
- 9.3. The notice must:
 - 9.3.1. identify the proposed alternate; and
 - 9.3.2. in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 9.4. An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 9.5. Except as the Articles specify otherwise, alternate directors:
 - 9.5.1. are deemed for all purposes to be directors;
 - 9.5.2. are liable for their own acts and omissions;
 - 9.5.3. are subject to the same restrictions as their Appointors; and
 - 9.5.4. are not deemed to be agents of or for their Appointors,and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a shareholder.
- 9.6. A person who is an alternate director but not a director may:
 - 9.6.1. Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors; and
 - 9.6.2. Participate in a unanimous decision of the directors.
- 9.7. A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors.

- 9.8. An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 9.9. An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 9.9.1. when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
 - 9.9.2. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or
 - 9.9.3. when the alternate director's Appointor ceases to be a director for whatever reason.

Shares

10. SHARE CAPITAL

The Ordinary Shares and the Redeemable Shares shall rank pari passu in all respects (save as varied in this Article 10) but shall constitute separate classes of shares.

10.1. Rights attaching to the Redeemable Shares

- 10.1.1. Notwithstanding any other provisions of these Articles, the Redeemable Shares shall entitle the holders thereof to the following rights (subject to the following restrictions).
- 10.1.2. As regards voting:
 - the holders of the Redeemable Shares shall not be entitled to receive notice of or attend or speak at general meetings of the Company and shall not be entitled to vote at such meetings in respect of such shares.
- 10.1.3. As regards redemption:
 - 10.1.3.1. subject to the provisions of the Act, from the first anniversary of the issue date of the Redeemable Shares the Company shall be entitled but not obliged to redeem the Redeemable Shares at any time on 10 Business Day's written notice to the holders of the Redeemable Shares (the last day of such notice period under this article 10.1.3.1 being referred to as the "Redemption Date");
 - 10.1.3.2. upon an Exit the Company shall pay, or procure that there is paid, to the holders of the Redeemable Shares an amount

equal to the Issue Price of the Redeemable Shares registered in the name of each such holder;

- 10.1.3.3. upon the Redemption Date each of the holders of the shares concerned shall be bound to deliver to the Company at its registered office the certificate for such shares concerned as are held by him (or an appropriate indemnity in such form as the Company may reasonably require) in order that the same may be cancelled. Upon such delivery the Company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the register of members of the Company in respect of such shares) the redemption amount per share provided in article 10.1.3.4 below against the delivery of a proper receipt for the redemption moneys payable in respect thereof. If any certificate so delivered to the Company includes any Redeemable Shares not to be redeemed on the relevant Redemption date a fresh certificate for such Redeemable Shares not so redeemed shall be issued to the holder or holders delivering such certificate to the Company;
- 10.1.3.4. the redemption amount payable on redemption of a Redeemable Share shall be the Issue Price of the Redeemable Shares;
- 10.1.3.5. If on any Redemption Date the Company is prohibited by the Act from completing any redemption of Redeemable Shares required on that date, the obligation to redeem the same shall be postponed until such time as it is permitted to complete the redemption.

11. CLASS CONSENT

- 11.1. No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply.
- 11.2. Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
 - 11.2.1. any alteration in the Articles;
 - 11.2.2. any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and
 - 11.2.3. any resolution to put the Company into liquidation.

12. ISSUE OF FURTHER SHARES

12.1. Unless otherwise determined by special resolution and subject to article 12.2 any new Shares from time to time created shall before they are issued be offered to the holders of that class of Shares pro rata (for the avoidance of doubt a holder of a different class of shares to those proposed to be allotted shall have no right to participate in such offer). The offer shall be made by notice specifying the number and class of shares offered and the price per share and limiting a time (not being less than fifteen days or greater than twenty one days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time, or on the receipt of an indication from the person to whom the offer is made that he declines to accept the shares offered to any of them, the directors shall offer the shares declared in like manner to the holders of the Shares who have agreed to subscribe for all the shares offered to them. If the shares comprised in such further offer are declined or deemed to be declined the further offer shall be withdrawn.

12.2. Any Shares not issued pursuant to article 12.1 shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that:-

12.2.1. no Shares shall be issued at a discount;

12.2.2. no Shares to which article 12.1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such Shares made under article 12.1 unless the procedure set out in article 12.1 is repeated in respect of such Shares (and so that the time limit set out in this article 12.2.2 shall apply equally to any repetition of that procedure); and

12.2.3. no shares shall be issued at a price less than that at which they were offered to the member of the Company in accordance with article 12.1 and so that if the directors are proposing to issue such Share wholly or partly for non-cash consideration the cash value for the purposes of this sub-paragraph shall be as determined by the auditors or accountants of the Company who shall act as experts and not as arbitrators and whose determination shall be final and binding on the Company and each of its members.

12.3. The provisions of sub-sections 561 and 562 of the Act shall not apply to the Company.

13. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

13.1. In this Article, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

- 13.2. Except where the provisions of article 14 apply, any transfer of shares by a shareholder shall be subject to the pre-emption rights in this Article.
- 13.3. A shareholder (**Seller**) wishing to transfer his shares (**Sale Shares**) must give notice in writing (a **Transfer Notice**) to the Company giving details of the proposed transfer including:
- 13.3.1. the number of Sale Shares;
 - 13.3.2. if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer;
 - 13.3.3. the price (in cash) at which he wishes to sell the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (**Transfer Price**)); and
 - 13.3.4. whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to shareholders (**Minimum Transfer Condition**).
- 13.4. Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.
- 13.5. A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 13.6. As soon as practicable following the receipt of a Transfer Notice, the Board shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 13.7. The Board shall offer the Sale Shares:
- 13.7.1. firstly to Ellen Golby;
 - 13.7.2. secondly, insofar as not previously accepted under this article 13.7.1 to all shareholders other than the Seller (the **Continuing Shareholders**),
inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (both dates inclusive) (the **First Offer Period**) for the maximum number of Sale Shares they wish to buy.
- 13.8. If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under article 13.9 to article 13.12 shall be conditional on the fulfilment of the Minimum Transfer Condition.
- 13.9. If:

- 13.9.1. at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion which his existing holding of shares bears to the total number of shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case the allocation of any such fractional entitlements among the Continuing Shareholders who have applied for Sale Shares shall be determined by the Board). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- 13.9.2. not all Sale Shares are allocated following allocations in accordance with article 13.9.1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicant(s) in accordance with the procedure set out in article 13.9.1. The procedure set out in this article 13.9.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and
- 13.9.3. at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications. The balance (the **Initial Surplus Shares**) shall be dealt with in accordance with article 13.10.
- 13.10. At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares (if any) to all the Continuing Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (both dates inclusive) (the **Second Offer Period**) for the maximum number of Initial Surplus Shares they wish to buy.
- 13.11. If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in the proportion that his existing holding of shares (including any Sale Shares) bears to the total number of shares (including any Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Continuing Shareholders shall be determined by the Board). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

13.12. If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance (the **Second Surplus Shares**) shall be dealt with in accordance with article 13.17.

13.13. If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under article 13.9 to article 13.12, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

13.14. If:

13.14.1. the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition; and

13.14.2. allocations under article 13.9 to article 13.12 have been made in respect of some or all of the Sale Shares,

the Board shall give written notice of allocation (an **Allocation Notice**) to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him (**Consideration**) and the place and time for completion of the transfer of the Sale Shares (which shall be at least five Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).

13.15. On the date specified for completion in the Allocation Notice, the Seller shall, against payment of the Consideration, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with the requirements specified in the Allocation Notice.

13.16. If the Seller fails to comply with article 13.15:

13.16.1. the Chairman of the Company (or, failing him, one of the other directors, or some other person nominated by a resolution of the Board) may, as agent on behalf of the Seller:

13.16.1.1. complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

- 13.16.1.2. receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration); and
 - 13.16.1.3. (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
 - 13.16.2. the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.
- 13.17. If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 13.13 then, subject to article 13.18 and within two weeks following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 13.17 shall continue to be subject to any Minimum Transfer Condition.
- 13.18. The Seller's right to transfer Sale Shares under article 13.17 does not apply if the Board reasonably considers that:
- 13.18.1. the transferee is a person (or a nominee for a person) who is a competitor with (or an Associate of a competitor with) the business of the Company; or
 - 13.18.2. the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - 13.18.3. the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Board to enable it to form the opinion mentioned above.
- 13.19. The restrictions imposed by this Article may be waived in relation to any proposed transfer of Sale Shares with the consent of shareholders who, but for the waiver, would or might have been entitled to have such Sale Shares offered to them in accordance with this Article.

14. VALUATION

- 14.1. The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.

- 14.2. 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:
- 14.2.1. 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 or for the rights or restrictions applying to the Sale Shares, save for in respect of the Redeemable Shares where full provision shall be made for their limited share rights;
 - 14.2.2. if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 14.2.3. the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - 14.2.4. the Sale Shares are sold free of all encumbrances; and
 - 14.2.5. the sale is taking place on the date the Valuers were requested to determine the Fair Value.
- 14.3. The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 14.4. To the extent not provided for by this article 14, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 14.5. The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 14.6. The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller.

15. DRAG ALONG

- 15.1. In these articles a Qualifying Offer shall mean an offer in writing by or on behalf of any person (**Offeror**) to the holders of the entire Ordinary Share, share capital in the Company to acquire all their equity share capital.
- 15.2. If the holders of not less than 65% in nominal value of the Ordinary Shares then in issue (**Accepting Shareholders**) wish to accept the Qualifying Offer, then the provisions of this article shall apply.

- 15.3. The Accepting Shareholders shall give written notice to the remaining holders of the equity share capital (**Other Shareholders**) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders.
- 15.4. If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 15.5. Upon any person, following the issue of a notice pursuant to article 15.3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the company (**New Member**), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member.

Decision making by shareholders

16. VOTING

- 16.1. At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder:
- 16.2. Any resolution proposed as a written resolution in relation to any of the matters listed in article 16.1 shall be proposed in a form that provides shareholders with the ability to cast their votes against as well as in favour of such resolution.

17. POLL VOTES

- 17.1. A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 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 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" as a new paragraph at the end of that article.

Administrative arrangements

19. MEANS OF COMMUNICATION TO BE USED

- 19.1. Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
 - 19.1.1. if delivered by hand, at the time of delivery; or
 - 19.1.2. if sent by fax, at the time of transmission; or
 - 19.1.3. if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, two Business Days after posting; or
 - 19.1.4. if sent by airmail to an address outside the country from which it is sent, five Business Days after posting; or
 - 19.1.5. if sent by reputable international overnight courier to an address outside the country from which it is sent, at the time of delivery; or
 - 19.1.6. if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 19.1.7. 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

- 19.1.8. if deemed receipt under the previous paragraphs of this article 19.1 is not within 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 receipt), 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.
- 19.2. To prove service, it is sufficient to prove that:
 - 19.2.1. if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 19.2.2. if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 19.2.3. if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 19.2.4. if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.
- 19.3. Any notice, document or other information served on, or delivered to, an intended recipient under Articles 10 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.
- 19.4. In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

20. INDEMNITY AND INSURANCE

- 20.1. Subject to article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - 20.1.1. each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - 20.1.1.1. in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- 20.1.2. 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 20.1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.
- 20.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 20.3. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 20.4. In this article:
 - 20.4.1. a "relevant officer " means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
 - 20.4.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund of the Company.