

**The Companies Act 2006
Company limited by shares**

Special resolution

of

**38 Wilton Crescent Limited (Company)
(Company number 09108783)**

Under section 288 Companies Act 2006 on 09/07/2014, the following written resolution was passed as a special resolution

Special Resolution

- 1 That the articles of association in the form attached to this resolution be adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company



Director

38 Wilton Crescent Limited



THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
OF
38 WILTON CRESCENT LIMITED
(REGISTERED NUMBER 09108783)

(Adopted by a written resolution passed on 9 July 2014)

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
OF
38 WILTON CRESCENT LIMITED

(REGISTERED NUMBER 09108783)

(Adopted by written resolution passed on 9 JULY 2014)

1. Interpretation

1.1 In these Articles the following words and expressions shall have the following meanings, unless the context otherwise requires -

Act the Companies Act 2006 (as amended from time to time),

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),

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

Associate in relation to any person or company means

(a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 (whether or not an associate as so determined), or

(b) any Member of the same Group,

Associated Company	a Member of the same Group as the Company,
Board	the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,
Business Day	a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday),
Civil Partner	in relation to a Shareholder, a civil partner (as defined in the Civil Partnerships Act 2004) of the Shareholder,
Company	38 Wilton Crescent Limited,
Controlled Company	a company in which any individual Shareholder has a Controlling Interest,
Controlling Interest	an interest in shares giving to the holder or holders control of the Company within the meaning of section 840 of ICTA,
Date of Adoption	the date of adoption of these Articles,
Director(s)	a director or directors of the Company from time to time,
Eligible Director	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),
Encumbrance	any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than

	liens arising by operation of law),
Expert Valuer	is as determined in accordance with Article 8 2,
Fair Value	is as determined in accordance with Article 8 3,
Family Trusts	as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons,
Group	the Company and its Subsidiaries, Parent Undertakings and any Subsidiaries of such Parent Undertakings (if any) from time to time and “ Group Company ” shall be construed accordingly;
ICTA	the Income and Corporation Taxes Act 1988,
ITEPA	Income Tax (Earnings and Pensions) Act 2003,
a Member of the same Group	as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary

	Undertaking of any such Parent Undertaking,
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,
New Securities	any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company after the Date of Adoption,
Notice of Disagreement	as defined in Article 7 3,
Original Shareholder	as defined in Article 6 1,
Permitted Transfer	a transfer of Shares in accordance with Article 6 1,
Permitted Transferee	means a person or entity to whom a Shareholder may transfer Shares in accordance with the provisions of Article 6 1,
Privileged Relation	means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue) of a Shareholder or a deceased or former Shareholder,
Proposed Purchaser	a proposed purchaser who at the relevant time has made an offer on arm's length terms,
Proposed Seller	any person proposing to transfer any shares in the capital of the Company,
Relevant Officer	any Director or other officer or former director or other officer of the Company or an Associated Company but excluding in each case any person engaged by the Company (or Associated Company) as auditor (whether or not he is also a Director or other officer to the extent he acts in his capacity as auditor),
Sale Shares	has the meaning set out in Article 7 2(a) of these

Articles,

Seller has the meaning set out in Article 7 2 of these Articles,

Shareholder any holder of any Shares,

Shares the ordinary shares of £1 each in the capital of the Company,

Subsidiary, Subsidiary Undertaking and Parent Undertaking shall have the meanings set out in the Act,

Transfer Notice shall have the meaning given in Article 7 2,

Transfer Price the price at which Shares shall be offered to Shareholders in accordance with Article 7 and to be calculated in accordance with Article 7 3, and

Trustees in relation to a Shareholder means the trustee or trustees of a Family Trust

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

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an “**Article**” is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

(a) any subordinate legislation from time to time made under it, and

(b) any amendment or re-enactment and includes any statute, statutory provision

or subordinate legislation which it amends or re-enacts

- 1 6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 11(2) and (3), 14(1), (2), (3) and (4), 17(2), 27, 28, 29, 48, 52 and 53 of the Model Articles shall not apply to the company
- 1 9 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words “for the time being” at the end of article 7(2)(a), and
 - (b) the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”
- 1 10 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 11 In article 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”
- 1 12 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2),” after the words “the transmittee’s name”
- 1 13 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”

2. Variation of Rights

Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 85% in nominal value of the issued shares of that class

3. Allotment of new shares or other securities: pre-emption

3 1 Subject to the remaining provisions of this Article 3, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to

- (a) offer, allot or grant rights to subscribe for, or
- (b) convert securities into, or
- (c) otherwise deal in, or dispose of,

any Shares or any other relevant securities in the Company to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that

- (1) this authority shall be limited to a maximum nominal amount of Shares equal to £99,
- (2) this authority shall only apply insofar as the Company in general meeting has not waived or revoked it,
- (3) this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority (and the Directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired)

3 2 In accordance with section 567 of the Act, sections 561 and 562 of the Act do not apply to an allotment of equity securities made by the Company

3 3 Unless otherwise agreed by special resolution or by written resolution passed in accordance with sections 288 to 300 of the Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all Shareholders on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro-rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions) The offer

- (a) shall be in writing, give details of the number and subscription price of the New Securities, and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of

New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("Excess Securities") for which they wish to subscribe

- 3 4 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 3 3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 3 3 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro-rata basis to the number of Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 3 3 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and after that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Shareholders
- 3 5 Subject to Articles 3 3 or 3 4 and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper
- 3 6 No Shares shall be allotted to any employee of the Group, Director, prospective employee or director unless such person has entered into a joint section 431 ITEPA election with the Company

4. Lien

The Company shall have a first and paramount lien on every Share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable

5. Transfers of Shares – General

- 5 1 In Articles 5 to 11 (inclusive), reference to the transfer of a Share includes the transfer or assignment 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
- 5 2 No Share may be transferred unless the transfer is made in accordance with these Articles
- 5 3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance

with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him and the provisions of Article 7 will apply mutatis mutandis to such transfer

5 4 Any transfer of a Share by way of sale which is required to be made under Articles 9 to 11 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee

5 5 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur

(a) the relevant Shares shall cease to confer upon the holder of them (or any proxy) any rights

(i) to vote whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question), or

(ii) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares, and

(b) the holder may be required by the Board at any time to give a Transfer Notice

5 6 If a Transfer Notice is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that

(a) the Transfer Price shall be determined in accordance with Article 7 3,

- (b) it does not include a Minimum Transfer Condition (as defined in Article 7 2(c)), and
- (c) the Seller wishes to transfer all of the Shares held by it

6. Permitted Transfers

6 1 A Shareholder ("**the Original Shareholder**") may transfer all or any of his or its Shares without restriction as to price or otherwise -

- (a) to a Privileged Relation, if they are an individual, or
- (b) to trustees to be held upon Family Trusts, if they are an individual member, or
- (c) to a Controlled Company, if they are an individual member and by a Controlled Company back to the relevant individual member, or
- (d) to a pension scheme by an individual member and by the parties controlling such pension scheme back to such individual member and/or his Privileged Relations, or
- (e) to a Member of the same Group as the Original Shareholder if they are an undertaking, or
- (f) to a Permitted Transferee of the Original Shareholder, in the case of any person entitled to Shares as a result of the death or bankruptcy of an individual member

6 2 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares and the provisions of Articles 5 6 and 7 will apply to such transfer, provided that the Board shall within 14 days of the date the Transfer Notice was deemed to have been served, be entitled, in its sole discretion, to cancel such Transfer Notice

6 3 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control ("**a Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original

Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise. If the Trustees cease, for any reason, to be the trustees of a Family Trust they shall transfer the Shares they hold to the Original Shareholder or a Permitted Transferee of the Original Shareholder without restriction as to price or otherwise failing which the Trustees will be deemed to have given a Transfer Notice in respect of those Shares and the provisions of Articles 5 6 and 7 will apply to such transfer, provided that the Board shall within 14 days of the date the Transfer Notice was deemed to have been served, be entitled, in its sole discretion, to cancel such Transfer Notice

6 4 If a company to which a Share has been transferred under Article 6 3, ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (and may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares and the provisions of Articles 5 6 and 7 will apply to such transfer, provided that the Board shall within 14 days of the date the Transfer Notice was deemed to have been served, be entitled, in its sole discretion, to cancel such Transfer Notice

6 5 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either

(a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or

(b) give a Transfer Notice to the Company in accordance with Article 7 2,

failing which he shall be deemed to have given a Transfer Notice and the provisions of Articles 5 6 and 7 will apply to such transfer, provided that the Board shall within 14 days of the date the Transfer Notice was deemed to have been served, be entitled, in its sole discretion, to cancel such Transfer Notice

6 6 On the death, bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The

transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, the personal representative or trustee in bankruptcy or liquidator will be deemed to have given a Transfer Notice and the provisions of Articles 5 6 and 7 will apply mutatis mutandis to such transfer, provided that the Board shall within 14 days of the date the Transfer Notice was deemed to have been served, be entitled, in its sole discretion, to cancel such Transfer Notice.

7. Transfers of Shares subject to pre-emption rights

7 1 Save where the provisions of Articles 6, 10 and 11 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 7

7 2 A Shareholder who wishes to transfer Shares ("**a Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing ("**a Transfer Notice**") to the Company specifying

- (a) the number of Shares which he wishes to transfer ("**the Sale Shares**"),
- (b) if he has received a bona fide offer from a third party for the Sale Shares, the identity of the proposed transferee and the price per share offered by the proposed purchaser ("**Offer Price**"), and
- (c) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders ("**a Minimum Transfer Condition**")

7 3 If an Offer Price is stated in a Transfer Notice then, provided the Directors are satisfied (acting reasonably) that the offer is a bona fide offer at that price, the Offer Price shall be the Transfer Price. In all other cases where a Transfer Notice is given or deemed given, within one month of the date on which the Transfer Notice was given or deemed given the Board shall determine and notify to the Seller in writing the Fair Value of the Sale Shares (the "**Price Notification**"), which shall be the Transfer Price unless the Seller gives a Notice of Disagreement (as defined below). Within 14 days of the Price Notification, the Seller may notify the Company in writing that it disagrees with the directors' valuation and wishes the matter to be referred to an Expert Valuer to be appointed in accordance with Article 8 2 (a "**Notice of Disagreement**"). The Board shall then instruct the Expert Valuer to determine the Fair Value in accordance with the provisions of Article 8

7 4 Except with the written consent of a majority of the Directors, no Transfer Notice

once given or deemed to have been given under these Articles may be withdrawn, provided that if a Transfer Notice is given voluntarily in accordance with the provisions of Article 7 2 and the Transfer Price is determined by the Expert Valuer, then the Seller may withdraw a Transfer Notice

7 5 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price

7 6 The Board shall offer the Sale Shares for sale to Shareholders on the following basis -

- (a) each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered and must be made as soon as practicable following the later of -
 - (i) receipt of a Transfer Notice (if the Offer Price is the Transfer Price), and
 - (ii) where there is no Offer Price or the Offer Price is not accepted by the Board under Article 7 3, the determination of the Transfer Price under Article 7 3 and 8
- (b) The Board shall offer the Sale Shares 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 (inclusive) (**"the Offer Period"**) for the maximum number of Sale Shares they wish to buy at the Transfer Price
- (c) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Article 7 6(d) to 7 6(f) will be conditional on the fulfilment of the Minimum Transfer Condition
- (d) If, at the end of the Offer Period, the 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 in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy
- (e) If not all Sale Shares are allocated in accordance with Article 7 6(d) but there are applications for Sale Shares that have not been satisfied those Sale Shares

shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Article 7 6(d)

- (f) The Directors may offer any Sale Shares not allocated to Continuing Shareholders in accordance with the preceding provisions of this Article 7 6 to any other person selected or approved by the Directors

7 7 If the Transfer Notice does not include a Minimum Transfer Condition or allocations have been made in respect of all the Sale Shares, the Board shall give written notice of allocation (“**an Allocation Notice**”) to the Seller and each person to whom Sale Shares have been allocated (“**an Applicant**”) specifying the number of Sale Shares allocated to each Applicant and the Seller should be bound upon payment of the Transfer Price to transfer the Sale Shares in accordance with the Allocation Notices. Completion of the transfer of the Sale Shares shall take place within three Business Days of the service of an Allocation Notice.

7 8 If the Seller fails to comply with the provisions of Article 7 7

- (a) the Chairman of the company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants, and
 - (ii) (subject to the transfer being duly stamped) enter each Applicant in the register of Shareholders as the holder of the Shares purchased by each of them, and
- (b) the Company may receive the Transfer Price (and give a good discharge for it) and shall pay the Transfer Price into a separate bank account in the Company’s name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate)

7 9 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 or if the Transfer Notice does not include a Minimum Transfer Condition, but not all of the Sale Shares have been allocated, the Board must within seven days of the expiry of the Offer Period notify the Seller in writing (“**Relevant Notice**”) and then the Seller may, within eight

weeks after service of a Relevant Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price, providing that the Directors may require to be satisfied that such shares are being transferred pursuant to a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and if not so satisfied may refuse to register the instrument of transfer

8. Valuation of Shares

8 1 If a Seller serves a Notice of Disagreement then, within five Business Days following service of a Notice of Disagreement, the Board shall either

- (a) appoint expert valuers in accordance with Article 8 2 (“**the Expert Valuers**”) to certify the Fair Value of the Sale Shares, or
- (b) (if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice

8 2 The Expert Valuers will be a firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of a Notice of Disagreement or to be appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either the Board or the Seller

8 3 The “**Fair Value**” of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases -

- (a) valuing the Sale Shares as on an arm’s length sale between a willing seller and a willing buyer,
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- (c) that the Sale Shares are capable of being transferred without restriction,
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and

- (e) reflect any other factors which the Expert Valuers reasonably believe should be taken into account
- 8 4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit
- 8 5 The Expert Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to deliver a certificate to the Board, notifying them of their determination
- 8 6 The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- 8 7 The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose
- 8 8 The cost of obtaining the certificate shall be paid by the Company unless
 - (a) the Seller cancels the Company's authority to sell, or
 - (b) in circumstances where the Seller has served a Notice of Disagreement and the Transfer Price certified by the Expert Valuers is less than the price (if any) offered by the Directors to the Seller for the Sale Shares in accordance with the provisions of Article 7 3,

in which case the Seller shall bear the cost

9. Compulsory Transfers – General

- 9 1 Subject to the provisions of Article 6 6, a person entitled to a Share in consequence of the bankruptcy of an individual Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors and the provisions of Article 7 will apply mutatis mutandis to such transfer
- 9 2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either
 - (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or

- (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder

If either requirement in this Article 9 2 shall not be fulfilled to the satisfaction of the Directors, a Transfer Notice shall be deemed to have been given in respect of each such Share and the provisions of Article 7 will apply mutatis mutandis to such transfer save to the extent that the Directors may otherwise determine

- 9 3 If a Shareholder which is a company or a Permitted Transferee of that Shareholder, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder or Permitted Transferee shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and/or such Permitted Transferee save to the extent that, and at a time, the Directors may determine
- 9 4 If there is a change in control (as control is defined in section 840 of ICTA) of any Shareholder which is a company, it shall be bound at any time, to give notice of such fact to the Company and thereafter if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice

10. Tag Along

- 10 1 Except in the case of Permitted Transfers and transfers pursuant to Article 9, after going through the pre-emption procedure in Article 7, the provisions of Article 10 2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Shares ("**the Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest.
- 10 2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer ("**the Offer**") to the other Shareholders to acquire all of the Shares on terms no less favourable than offered for each Share offered or paid by the Proposed Purchaser
- 10 3 The Offer must be given by written notice ("**a Proposed Sale Notice**") at least

10 Business Days ("**the Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**") The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser ("**the Proposed Sale Shares**")

- 10 4 If any other holder of Shares is not given the rights accorded him by this Article 10, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect
- 10 5 If the Offer is accepted by any Shareholder ("**an Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders
- 10 6 The Proposed Transfer is subject to the pre-emption provisions of Article 7 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 7

11. Drag-Along

- 11 1 If the holders of in excess of 85% of the Shares ("**the Selling Shareholders**") wish to transfer all their interest in Shares ("**the Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option ("**the Drag Along Option**") to require all the other holders of Shares ("**the Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article 11
- 11 2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect ("**a Drag Along Notice**") to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("**the Called Shares**") under this Article 11, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article 11) and the proposed date of transfer.
- 11 3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 11 4 The consideration (in cash or otherwise) for which the Called Shareholders shall be

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obliged to sell each of the Called Shares shall be equal to the highest price per Share offered by the Proposed Purchaser to the Selling Shareholders and shall be paid in the same manner as to the Selling Shareholders. The other terms and conditions of the offer made by the Proposed Purchaser to the Selling Shareholders and the Called Shareholders must be the same, save that

- (a) certain Shareholders may be required to provide different warranties and indemnities (or no warranties and indemnities) in respect of the sale of the Sellers' Shares and Called Shares and may be required to retain part of the consideration for the sale of such Shares in an escrow account (or a similar retention mechanism), and
- (b) the offer may provide for the consideration for the sale of the Sellers' Shares and Called Shares to be paid otherwise than in cash ("**the Rollover Alternative**") and the Rollover Alternative may not be offered to Shareholders who are not capable of accepting such a Rollover Alternative due to regulatory, securities or other legal restrictions in the relevant jurisdiction (following confirmation by the Company from its legal advisers in the relevant jurisdiction) in which case they will be offered an equivalent consideration to the Rollover Alternative

11.5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 11

11.6 Within five Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company. Completion of the sale of the Called Shares shall take place at the same time as completion of the sale of the Sellers' Shares ("**the Completion Date**"). On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Article 11.4 to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 11.4 in trust for the Called Shareholders without any obligation to pay interest.

11.7 To the extent that the Proposed Purchaser has not, on the Completion Date, put the Company in funds to pay the price due pursuant to Article 11.6, the Called Shareholders shall be entitled to the return of the stock transfer forms and share

certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 11 in respect of their Shares

- 11 8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the expiration of that five Business Day period, put the Company in funds to pay the price for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him under Article 11 4.
- 11 9 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 7.
- 11 10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion 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 who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

12. Quorum for directors' meetings

- 12 1 Subject to article 12 2, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors.
- 12 2 For the purposes of any meeting (or part of a meeting) held pursuant to section 175 of the Act 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.

12 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

(a) to appoint further Directors, or

(b) to call a general meeting so as to enable the Shareholders to appoint further Directors

13. 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 Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

13 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,

13 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested,

13 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 contract or proposed contract in which he is interested,

13 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,

13 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

13 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

14. 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

15. 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

16. Appointment and removal of alternate directors

16 1 Any Director (“**appointor**”) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

(a) exercise that Director’s powers, and

(b) carry out that Director’s responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate’s appointor

16 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

16 3 The notice must

(a) identify the proposed alternate, and

(b) 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.

17. Rights and responsibilities of alternate directors

17 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

17 2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) 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

17 3 A person who is an alternate director but not a Director

- (a) 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),
- (b) 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
- (c) shall not be counted as more than one Director for the purposes of Articles 17 3(a) and (b)

17 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), but shall not count as more than one Director for the purposes of determining whether a quorum is present

17 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

18. Termination of alternate directorship

An alternate director's appointment as an alternate terminates

18 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

18 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,

18 3 on the death of the alternate's appointor, or

18 4 when the alternate's appointor's appointment as a Director terminates

19. Disqualification of Directors

In addition to that provided in Regulation 18 of the Model Articles, the office of a Director shall also be vacated if

19 1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his, her or its office be vacated,

19 2 if a majority of his co-Directors serve notice on him in writing, removing him from office

20. 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

21. Proxies

21 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"

21 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

COMMUNICATIONS

22. Means of communication to be used

22 1 Any notice, document or other information, including a share certificate may be delivered or served on the intended recipient -

- (a) by delivering it by hand,
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid),
- (c) by fax (except for share certificates) to a fax number notified to the Company,
- (d) by email (except a share certificate) to an address notified to the Company in writing,
- (e) by a website (except a share certificate) the address of which shall be notified to the recipient in writing,
- (f) by a relevant system, or
- (g) by advertisement in at least two national newspapers

This Article 22 does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way

22 2 Notices or documents shall be deemed to be delivered in accordance with the following provisions -

- (a) if delivered by hand, it is treated as being delivered at the time it is handed to or left for the intended recipient,
- (b) if sent by post or other delivery service not referred to below, it is treated as being delivered -
 - (i) 24 hours after it was posted, if first class post was used, or
 - (ii) 72 hours after it was posted or given to delivery agents, if first class post was not used

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was properly addressed and put into the

post system or given to delivery agents with postage or delivery paid,

- (c) if sent by fax, it is treated as being delivered at the time it was sent,
- (d) if sent by email, it is treated as being delivered at the time it was sent,
- (e) if sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website,
- (f) if sent by a relevant system, it is treated as being delivered when the Company (or a sponsoring system participant acting on its behalf) sends the issuer instructions relating to the notice or document,
- (g) if a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers

22 3 Any notice, document or other information to be sent to a member pursuant to Articles 22 1(a) or 22 1(b) shall be sent to the address recorded for the member on the register of members

22 4 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

22 5 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than the time set out in Article 22 2

22 6 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company

22 7 In the case of joint holders of a Share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders,

23. Failure to notify contact details

23 1 If -

- (a) the Company sends two consecutive documents to a Shareholder over a period of at least 12 months, and
- (b) each of those documents is returned undelivered, or the Company receives notification that it has not been delivered,

that member ceases to be entitled to receive notices from the Company

23 2 A member who has ceased to be entitled to receive notices from the Company becomes entitled to receive such notices again by sending the Company -

- (a) a new address to be recorded in the register of members, or
- (b) if the member has agreed that the Company should use a means of communication other than sending things to such an address, the information that the Company needs to use that means of communication effectively

24. Indemnity

24 1 Subject to Article 24 3, 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, including, without limitation -

- (a) in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company,
- (b) in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- (c) including 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

24 2 The Company shall provide a Director or former Director of the Company with funds

to meet expenditure incurred or to be incurred by him -

- (a) in defending any criminal or civil proceedings which relate to anything done or omitted or alleged to have been done or omitted by him as such a Director of the Company in the actual or purported execution and/or discharge of his duties, or
- (b) in connection with any application under the provisions mentioned in Section 205(5) of the Act,

or do anything to enable a Director to incurring any expenditure in relation to Articles 24 2(a) and 24 2(b) provided that the terms on which it is made or done will result in the loan falling to be repaid, or any liability of the Company under any transaction connected with the thing done falls to be discharged, not later than -

- (a) in the event of a Director being convicted in proceedings, on the date when the conviction becomes final, or
- (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final, or
- (c) in the event of the court refusing to grant him relief on the application, the day when the refusal of relief becomes final

24 3 A Relevant Officer shall not be indemnified pursuant to articles 24 1 and 24 2 against any liability -

- (a) to the Company or any Associate Company of the Company,
- (b) to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising),
- (c) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the Company or an Associated Company in which judgment is given against the Director, or
- (d) in connection with any application under section 661(3), 661(4) or section 1157 of the Act in which the court refuses to grant him relief, or
- (e) which would be prohibited or rendered void by any provision of the Act or by any other provision of law

25. Insurance

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 loss or liability which has been or may be incurred by a relevant Director in connection with that Director'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