

COMPANY NUMBER: 11146023

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

CARRICK ASSET FINANCE LIMITED (the **Company**)

Passed:- 23 August 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were passed by special written resolutions of the sole shareholder of the Company:-

SPECIAL RESOLUTIONS

1 New Articles

THAT the regulations set out in the form attached hereto be approved and adopted as the articles of association of the Company (the **New Articles**) to the exclusion of and in substitution for the existing articles of association.

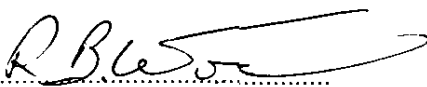
2 Disapplication of pre-emption rights

THAT, subject to the passing of resolution 1 and in accordance with section 570 of the Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 1, as if section 561(1) of the Act did not apply to any such allotment, provided that this power shall:

2.1 be limited to the allotment of equity securities up to an aggregate nominal amount of £85,000.00; and

2.2 expire on 31 August 2018 (unless renewed, varied or revoked by the Company prior to or on that date), save that the Company may, before such expiry, make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

CERTIFIED A TRUE EXTRACT FROM THE MINUTES OF THE COMPANY


Director 

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A08 08/09/2018 #214
COMPANIES HOUSE

ARTICLES OF ASSOCIATION

of

CARRICK ASSET FINANCE LIMITED

Adopted pursuant to special resolution
passed on 23 August 2018

2018
BP2/IY/34932.0001

MORTON FRASER ●
LAWYERS

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THE COMPANIES ACTS
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

CARRICK ASSET FINANCE LIMITED (the Company)

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In these Articles, unless the context requires otherwise:-

Act means the Companies Act 2006.

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

Bankruptcy Event means a bankruptcy petition being presented for the bankruptcy of a Shareholder, or an arrangement or composition being proposed with any of his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.

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

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

Change of Control Event has the meaning given to that term in clause 11.1(a) of the Option Agreement.

Change of Control Period has the meaning given to that term in the Option Agreement.

Civil Partner means in relation to a Shareholder, a civil partner as defined in the Civil Partnership Act 2004.

Completion has the meaning given to that term in the Shareholders' Agreement.

Consideration means the aggregate cash consideration payable to the Shareholders in respect of their holding of Shares on completion of the Change of Control Event, plus the value attributed in the relevant agreement constituting or effecting the Change of Control Event to any other consideration (excluding any consideration to be paid after completion of the Change of Control Event that is, but only to the extent it is, to be specifically determined after that completion by reference to the performance of the Company after that completion).

Control shall be construed in accordance with clause 11.1(a) of the Option Agreement.

Deed of Adherence has the meaning given to that term in the Shareholders' Agreement.

Departing Employee means an Employee who ceases to be a director and/or employee of any Group Company (other than by reason of death). Notwithstanding the foregoing provisions of this definition, MD shall not be a Departing Employee as

a result of ceasing to be a Director and becoming a Non-executive Director. MD shall only become a Departing Employee at the point he becomes neither a Director or Non-executive Director (other than by reason of death).

Directors means the Directors of the Company and **Director** shall mean any one of them.

Employee means a Shareholder who is, or has been, a director and/or employee of any Group Company.

Encumbrance means any interest or equity of any person (including any right to acquire, option, right of pre-emption, any agreement in respect of voting rights) or any mortgage, charge, pledge, lien, assignation, hypothecation, security interest, title retention or any other security agreement or arrangement.

Equity Value has the meaning given to that term in clause 11.1(b) of the Option Agreement.

Fair Value means in relation to a Share, as determined in accordance with article 23.

Family Member has the meaning given to that term in the Shareholders' Agreement.

Family Trust has the meaning given to that term in the Shareholders' Agreement.

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

1. retirement, permanent disability or permanent incapacity through ill-health; or
2. redundancy (as defined in the Employment Rights Act 1996); or
3. dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive; or
4. in the case of MD, by giving not less than 3 months' notice to terminate his directorship and employment at any time after, but not before, the 2nd anniversary of the date of the Shareholders' Agreement.

Group means the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company and each company in the Group is a **Group Company**.

MD has the meaning given to that term in the Option Agreement.

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

Non-executive Director means a non-executive director of the Company from time to time appointed in accordance these Articles and the Shareholders' Agreement.

Option Agreement means the option agreement among Gary John Slavin and Others, the Company and Bank of London and the Middle East Plc (a company registered in England with company number 5897786 whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6HL) (**BLME**) dated on or around

the date of adoption of these Articles which grants BLME an option to acquire Shares under the terms of that agreement.

Original Shareholder means each Shareholder, excluding any Shareholder who, for the time being, only holds Shares as a result of a Permitted Transfer.

Permitted Maximum has the meaning given to that term in the Shareholders' Agreement.

Permitted Transfer has the meaning given to that term in the Shareholders' Agreement.

Permitted Transferee has the meaning given to that term in the Shareholders' Agreement.

Privileged Relation has the meaning given to that term in the Shareholders' Agreement.

Shares means shares (of any class) in the capital of the Company from time to time (other than the X Share and the Y Shares).

Shareholder means a holder of Shares in the Company and, in the case of Article 18.4, the holder of the X Share.

Shareholders' Agreement means the shareholders' agreement entered into among Gary John Slavin and Others and the Company on or around the date of adoption of these Articles (or similar document to be entered into among the Shareholders and the Company from time to time).

Shareholder Consent has the meaning given to that term in the Shareholders' Agreement.

X Share means the 1 X ordinary share of £1.00 in the capital of the Company, having the rights set out in these Articles.

Y Shares means the Y ordinary shares of £1.00 in the capital of the Company, having the rights set out in these Articles.

Valuer means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants or valuers jointly appointed by the Seller and the Board (acting with Shareholder Consent) or, in the absence of agreement between the Seller and the Board on the identity of the expert within 15 Business Days of the expiry of the 15 Business Day period referred to in article 20.9, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator).

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 A reference in these Articles to an **article** is a reference to the relevant numbered article of these Articles unless expressly provided otherwise.

2 Application of 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. In the event of any conflict between the terms of the Model Articles and these Articles, the relevant provision of these Articles shall prevail.
- 2.2 Articles 7(2), 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 15, 17, 23, 26(5), 36, 44(2), 52 and 53 of the Model Articles shall not apply to the Company.

DIRECTORS

3 Unanimous decisions

- 3.1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 3.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 3.3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 3.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

4 Calling a Directors' meeting

- 4.1 Any Director may call a Directors' meeting by giving not less than 10 Business Days' notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 4.2 Notice of any Directors' meeting must be accompanied by:-
 - 4.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - 4.2.2 copies of any papers to be discussed at the meeting.
- 4.3 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.
- 4.4 Notice of a Directors' meeting must be given to each Director in writing or (subject to the Act and the articles) by electronic means.

5 Quorum for Directors' meetings

- 5.1 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but, i) for so long as MD is a Director, the quorum must always include MD and ii), where the Company has two or more Directors, the quorum must never be less than two, and unless otherwise fixed it is two.
- 5.2 Where the Company has only a sole Director, the quorum is one which must always include MD for so long as MD is a Director.

5.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-

5.3.1 to appoint further Directors; or

5.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

6 **Casting vote**

The chairman of Directors' meetings shall have a casting vote. MD shall be the first chairman (or his alternate if appointed in accordance with article 12) and shall remain chairman for so long as he is a director unless the directors acting unanimously (including MD) agree to appoint another chairman.

7 **Transactions or other arrangements with the Company**

7.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his and Shareholder Consent has been obtained authorising the relevant transaction or arrangement, a Director who is any way, whether directly or indirectly interested in an existing or proposed transaction or arrangement with the Company:-

7.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

7.1.2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;

7.1.3 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;

7.1.4 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;

7.1.5 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; and

7.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

7.2 For the purposes of article 7.1:-

7.2.1 references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

7.2.2 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of

persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

7.2.3 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

7.3 Subject to article 7.4, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.

7.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

8 Directors' conflicts of interest

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

8.2 Any authorisation under this article will be effective only if:-

8.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;

8.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question (save where the director in question is MD, in which case the meeting will be deemed to be quorate provided MD is in attendance, and for the purposes of considering the potential Conflict MD will absent himself from the meeting and the meeting will be chaired during MD's absence by such other director as the remaining directors may nominate); and

8.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

8.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):-

8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

8.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

8.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

8.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:-

8.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

8.4.2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence.

8.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:-

8.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

8.5.2 is not given any documents or other information relating to the Conflict; and

8.5.3 *may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.*

8.6 Where the Directors authorise a Conflict:-

8.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

8.6.2 the Director will be deemed not to have infringed any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

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

9 Minutes of proceedings to be kept

In accordance with section 248 of the Act, the Directors must ensure that the Company keeps a record, in writing, of all proceedings at meetings of the Directors for a period of 10 years from the date of the meeting.

10 Number of Directors

The minimum number of Directors shall be two. Unless prior Shareholder Consent is obtained, the maximum number of Directors holding office at any one time shall be six. No shareholding qualification for Directors shall be required.

11 **Methods of appointing Directors**

- 11.1 Subject to the terms of the Option Agreement, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:-
- 11.1.1 by ordinary resolution; or
 - 11.1.2 by a decision of the Directors.
- 11.2 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 person to be a Director.
- 11.3 For the purposes of article 11.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

12 **Methods of appointing alternate Directors**

- 12.1 Any Director (**appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 12.1.1 exercise that Director's powers; and
 - 12.1.2 carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 12.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 12.3 The notice must:
- 12.3.1 identify the proposed alternate; and
 - 12.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

13 **Rights and responsibilities of alternate Directors**

- 13.1 An alternate Director may act as alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 13.2 For the avoidance of doubt, any alternate Director appointed by MD shall be the chairman of Directors' meetings unless the Directors acting unanimously (including MD) have agreed to appoint another chairman in accordance with article 6.
- 13.3 Except as these Articles specify otherwise, alternate Directors:
- 13.3.1 are deemed for all purposes to be Directors;
 - 13.3.2 are liable for their own acts and omissions;
 - 13.3.3 are subject to the same restrictions as their appointors; and

13.3.4 are not deemed to be agents of or for their appointors

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

13.4 A person who is an alternate director but not a Director:

13.4.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

13.4.2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate); and

13.4.3 shall not be counted as more than one director for the purposes of this article 13.4.

13.5 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.

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

14 Termination of alternate directorship

14.1 An alternate Director's appointment as an alternate terminates:

14.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

14.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;

14.1.3 on the death of the alternate's appointor; or

14.1.4 when the alternate's appointor's appointment as a Director terminates.

COMPANY SECRETARY

15 Company not required to have secretary

In accordance with the Act, the Company shall not be required to have a secretary.

16 Appointment and removal of secretary

The Company may resolve to appoint a secretary, or remove any secretary so appointed, by a decision of the Directors.

17 Resignation of secretary

A person ceases to be secretary as soon as notification in writing is received by the Company from the secretary that the secretary is resigning from office, and such resignation has taken effect in accordance with its terms.

SHARES

18 Allotment of Shares and Share rights

Allotment

18.1 Subject to the terms of the Option Agreement and for any shares allotted on or prior to 31 July 2018, no Shares shall be allotted without Shareholder Consent.

Share rights

18.2 The Y Shares will not entitle their holders to:

- 18.2.1 the payment of any dividends or other distributions or otherwise to any income;
- 18.2.2 participate on a Change of Control Event;
- 18.2.3 receive notice of a general meeting of or to attend, speak or vote at it, or to receive, or to exercise voting rights in respect of, any written resolution of the Company; or
- 18.2.4 any other rights whatsoever.

18.3 The X Share will not entitle its holder to:

- 18.3.1 the payment of any dividends or other distributions or otherwise to any income; or
- 18.3.2 receive notice of a general meeting of or to attend, speak or vote at it, or to receive, or to exercise voting rights in respect of, any written resolution of the Company,

and the only rights that the holder of the X Share will have will be as set out in Article 18.4(*Change of Control Event*) and Article 25 (*Tag Along*).

18.4 Notwithstanding any other provision of these Articles, on a Change of Control Event, the Consideration will be allocated and paid by distributing the Consideration amongst the Shareholders as follows:

- 18.4.1 first, in paying to the holder of the X Share an amount equal to 50% of the Equity Value, which shall be satisfied by the holder of the X Share receiving such form of consideration as is received by the other Shareholders (and in the same proportions and at the same time as such consideration is received by the other Shareholders following a Change of Control Event); and
- 18.4.2 then, in paying to the Shareholders (other than the holder of the X Share) on a *pro rata* basis the remainder of the Consideration following the payment to the holder of the X Share in accordance with Article 18.4.1.

19 **Trusts may be recognised**

Except as required by law, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it. The Company shall however be entitled to register trustees as such in respect of any Shares.

20 **Transfer of Shares: General**

20.1 Save for granting the Share Charge (as defined in the Option Agreement) and other than transfers permitted/required by article 22 (*Compulsory transfers*) or by article 20.22, no Shareholder shall create any Encumbrance over, transfer or otherwise dispose of or give any person any rights in or over any Share or any interest in any Share before the second anniversary of the date of Completion.

20.2 Save for granting the Share Charge (as defined in the Option Agreement), after the expiry of the second anniversary of the date of Completion, no Shareholder shall create any Encumbrance over, transfer or otherwise dispose of or give any person any rights in or over any Share or any interest in any Share, except as permitted or required by these Articles and the Shareholders' Agreement or with the prior written consent of the Board (acting with Shareholder Consent).

20.3 Subject to article 20.4, the Board shall register any duly stamped transfer made in accordance with these Articles and the Shareholders' Agreement, unless it suspects that the proposed transfer may be fraudulent.

20.4 Subject to article 20.1, no Shareholder shall, except with the prior written consent of the Board (acting with Shareholder Consent), sell, transfer or otherwise dispose of any Shares to any person who is not a party to the Shareholders' Agreement without first obtaining from that person a Deed of Adherence in favour of the other parties.

20.5 Nothing in article 20.4 shall require the Company to enter into a Deed of Adherence in respect of any Shares it holds in treasury from time to time.

20.6 Except where the provisions of article 21 (*Permitted Transfers*) or article 22 (*Compulsory transfers*) apply, a Shareholder (**Seller**) wishing to transfer any Shares must give a notice in writing (**Transfer Notice**) to the Company giving details of the proposed transfer, including:

20.6.1 the number of Shares he wishes to transfer (**Sale Shares**);

20.6.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed buyer;

20.6.3 the price per Sale Share (in cash) at which he wishes to sell the Sale Shares (**Proposed Sale Price**); and

20.6.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (**Minimum Transfer Condition**).

20.7 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.

20.8 Once given, a Transfer Notice may only be withdrawn by the Seller where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price. In such case, the Seller may, within 15 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. A Deemed Transfer Notice may not be withdrawn.

- 20.9 The Transfer Price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Board (any director with whom the Seller is connected not voting), acting with Shareholder Consent, or, in default of agreement within 15 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 23.
- 20.10 As soon as practicable following the determination of the Transfer Price, the Board shall (unless the Transfer Notice is withdrawn in accordance with article 20.8) offer the Sale Shares for sale to the other Shareholders (excluding any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice) (**Offerees**) inviting them to apply to the Company in writing within the period from the date of the offer to the date 15 Business Days after the offer (both dates inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 20.11 If:
- 20.11.1 at the end of the 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 Offeree who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares (excluding those held either by the Seller or by any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice). 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 Offerees shall be determined by the Board). 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*;
 - 20.11.2 not all Sale Shares are allocated following allocations in accordance with article 20.11.1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 20.11.1. The procedure set out in this article 20.11.2 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
 - 20.11.3 at the end of the Offer Period, the Company has not received applications in respect of all the Sale Shares, the Board shall allocate the Sale Shares to the Offerees in accordance with their applications. The balance of the Sale Shares may, with the prior written consent of the Board (acting with Shareholder Consent) be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 20.17.
- 20.12 The Board shall, when no further offers or allocations are required to be made under article 20.11, give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and to each 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 and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).

- 20.13 On the date specified for completion in the Allocation Notice the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Applicants or the Board may reasonably require to show good title to the Sale Shares, or to enable each of them to be registered as the holder of the Sale Shares.
- 20.14 If the Seller fails to comply with article 20.13:
- 20.14.1 the chairman of the Board (or, failing him, any other Director or some other person nominated by a resolution of the Board) may, as attorney on behalf of the Seller:
 - 20.14.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - 20.14.1.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
 - 20.14.1.3 (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and
 - 20.14.2 the Company 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 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.
- 20.15 For the purposes of article 20.14, an Original Shareholder shall be deemed to hold Shares for so long as any Permitted Transferee of that Original Shareholder holds any Shares that were acquired (whether directly or indirectly) from that Original Shareholder pursuant to a Permitted Transfer.
- 20.16 If any Applicant fails to pay the Transfer Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Transfer Price shall accrue interest at a rate equal to 4% per annum above the base rate of the Bank of England from time to time.
- 20.17 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, subject to article 20.4, at any time during the 20 Business Days following the date of service of the Allocation Notice, transfer the balance of the Sale Shares to the buyer identified in the Transfer Notice (if any) at a price per Share at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Sale Shares to a third party buyer if that buyer was not identified in the Transfer Notice (save with the prior written consent of the Board (acting with Shareholder Consent)).
- 20.18 Subject to article 20.15 if, following a sale of Shares in accordance with these Articles and the Shareholders' Agreement, a Shareholder will hold no further Shares (excluding any Shares held by his personal representatives, successors and permitted assigns) the Shareholder shall deliver, or procure that there are delivered, to the Company his resignation as a Director and resignations from any directors appointed by him, such resignations to take effect at completion of the sale of the Sale Shares.

- 20.19 Any transfer of Shares by way of a sale that is required to be made under these Articles shall be deemed to include a warranty that the Seller sells the Shares with full title guarantee.
- 20.20 Each Shareholder shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a Shareholder) the registration of each transfer of Sale Shares under this article 20 (subject to due stamping of a transfer by the relevant Applicant(s)) and each of them consents to such transfers and registrations.
- 20.21 The Board may not refuse to register the transfer of a Share that has been transferred in accordance with the terms of the Option Agreement.
- 20.22 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this article 20.22 (to the effect that any provision contained in this article 20.22 shall override any other provision of these Articles), the Directors shall not decline to register a transfer of Shares, nor shall they suspend registration thereof, where such transfer is to a lender, financial institution or security agent, or to any nominee or delegate of such lender, financial institution or security agent, pursuant to a pledge or charge of the relevant Share in security (and a certificate by any such person or an employee of any such person that a security interest over the Shares was so granted and the transfer was so executed shall be conclusive evidence of such facts), and any such transfer shall not require consideration or approval by the Board and shall be registered at the registered office.

21 Permitted Transfers

- 21.1 Subject to article 21.2 and article 21.3, an Original Shareholder may transfer up to the Permitted Maximum number of Shares to any of his Permitted Transferees without restriction as to price or otherwise.
- 21.2 A Shareholder holding Shares as a result of:
 - 21.2.1 a transfer by an Original Shareholder under article 21.1; or
 - 21.2.2 a transfer by a Permitted Transferee of an Original Shareholder in accordance with article 21.4 to article 21.6 (inclusive),
 may, subject to article 21.3, transfer any or all such Shares back to that Original Shareholder (or to one or more other Permitted Transferees of that Original Shareholder) without restriction as to price or otherwise.
- 21.3 A Shareholder may only transfer Shares to the trustees of a Family Trust if the Board is satisfied:
 - 21.3.1 with the terms of the Family Trust and, in particular, with the powers of the trustees;
 - 21.3.2 with the identity of the trustees; and
 - 21.3.3 that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.
- 21.4 If a Permitted Transfer has been made to a Privileged Relation of an Original Shareholder, that Privileged Relation shall within 5 Business Days of ceasing to be a Privileged Relation of that Original Shareholder (whether by reason of divorce, dissolution of a civil partnership or otherwise, but not by reason of death) execute and deliver to the Company a transfer of those Shares held by him pursuant to a

Permitted Transfer in favour of that Original Shareholder (or, subject to article 21.3, in favour of one or more other Permitted Transferees of that Original Shareholder) for such consideration as may be agreed between them, failing which he shall be deemed to have given a Transfer Notice in respect of those Shares in accordance with article 20. The provisions of article 22.4 shall apply to such a deemed Transfer Notice.

- 21.5 In relation to a Privileged Relation (other than a joint holder) holding Shares pursuant to a Permitted Transfer from an Original Shareholder, on the occurrence of:

- 21.5.1 the Privileged Relation's death;
- 21.5.2 the Privileged Relation suffering a Bankruptcy Event; or
- 21.5.3 the Privileged Relation lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding,

that Privileged Relation, his personal representatives, his trustee(s) in bankruptcy, his attorney(s) or otherwise (as the case may be) shall, within 5 Business Days after the grant of probate, the making of the bankruptcy order or the determination of lack of capacity (as the case may be), execute and deliver to the Company a transfer of those Shares in favour of that Original Shareholder (or, if so directed by the Original Shareholder and subject to article 21.3, in favour of one or more other Permitted Transferees of that Original Shareholder) for such consideration as may be agreed between them, failing which (or where the Original Shareholder is himself the subject of a bankruptcy order) he, his personal representatives, his trustee(s) in bankruptcy, his attorney(s) or otherwise (as the case may be) shall be deemed to have given a Transfer Notice in respect of those Shares in accordance with article 20. The provisions of article 22.4 shall apply to such a deemed Transfer Notice.

- 21.6 If a Permitted Transfer has been made to the trustees of a Family Trust, the trustees of that Family Trust shall within 5 Business Days of that Family Trust ceasing to be for the benefit of the Settlor and/or the Settlor's Privileged Relations execute and deliver to the Company a transfer of those Shares held by them or the Family Trust pursuant to a Permitted Transfer in favour of the Original Shareholder (or, if so directed by the Original Shareholder and subject to article 21.3, in favour of one or more other Permitted Transferees of the Original Shareholder), for such consideration as may be agreed between them, failing which the trustees shall be deemed to have given a Transfer Notice in respect of the Shares in accordance with article 20. The provisions of article 22.4 shall apply to such a deemed Transfer Notice.

- 21.7 In the event that a Shareholder (a **Transferring Shareholder**) transfers shares to a Permitted Transferee in accordance with this article 21, the Transferring Shareholder undertakes to use all reasonable endeavours to procure that the Permitted Transferee will at its own expense promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Articles and the Articles.

22 **Compulsory transfers**

- 22.1 A Shareholder is deemed to have served a Transfer Notice under article 20.6 immediately before any of the following events:

- 22.1.1 subject to article 21.5, the Shareholder's death;
- 22.1.2 subject to article 21.5, a bankruptcy petition being presented, or an arrangement or composition being proposed with any of his creditors,

or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;

- 22.1.3 the Shareholder lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the Company or his shareholding;
 - 22.1.4 the Shareholder (being an Employee) becoming a Departing Employee, unless the Board (acting with Shareholder Consent) otherwise directs in writing within 10 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served; and
 - 22.1.5 the Shareholder committing a material or persistent breach of these Articles which, if capable of remedy, has not been so remedied within 10 Business Days of notice to remedy the breach being served by the Board (acting with Shareholder Consent).
- 22.2 A Transfer Notice deemed to have been served by a Shareholder under article 22.1 shall immediately deem a Transfer Notice to have been served under article 20.6 by any Permitted Transferee of that Shareholder in respect of all Shares held by such Permitted Transferee(s) (excluding any Shares that the Board (acting with Shareholder Consent) declares itself satisfied were not acquired pursuant to a Permitted Transfer by that Shareholder (or by another Permitted Transferee of that Shareholder)).
- 22.3 A Deemed Transfer Notice deemed to be served under article 22.1.4 or article 22.1.5 shall immediately and automatically revoke:
- 22.3.1 a Transfer Notice served by the relevant Shareholder or any of his Permitted Transferees before the occurrence of the relevant event giving rise to the Deemed Transfer Notice (excluding a Transfer Notice served by a Permitted Transferee that relates exclusively to Shares not acquired (whether directly or indirectly) pursuant to a Permitted Transfer); and
 - 22.3.2 a Deemed Transfer Notice deemed to be served by the relevant Shareholder under any of the events set out in article 22.1.1 to article 22.1.3 (inclusive).
- 22.4 A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of article 20 shall apply, except that:
- 22.4.1 the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Deemed Transfer Notice);
 - 22.4.2 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares;
 - 22.4.3 subject to article 22.4.4 and article 22.4.5, the Transfer Price shall be the Fair Value of those Shares;
 - 22.4.4 if the Seller is deemed to have given a Transfer Notice as a result of article 22.1.4, the Transfer Price shall, where the Departing Employee is:

- 22.4.4.1 a Bad Leaver, be restricted to a maximum of the lower of the subscription price paid for each Sale Share, including any share premium, and the Fair Value of each such Sale Share; and
- 22.4.4.2 a Good Leaver, be the Fair Value of each such Sale Share;
- 22.4.5 if the Seller is deemed to have given a Transfer Notice as a result of article 22.1.5, the Transfer Price shall be restricted to a maximum of the lower of the subscription price paid in respect of each Sale Share, including any share premium, and the Fair Value of each such Sale Share; and
- 22.4.6 the Seller does not have a right to withdraw the Deemed Transfer Notice following a valuation.
- 22.5 If the Allocation Notice(s) in respect of the Sale Shares comprised within a Deemed Transfer Notice does not relate to all the Sale Shares, the Seller does not have the right to sell the balance of the Sale Shares to a third party without the prior written consent of the Board (acting with Shareholder Consent).

23 Valuation

- 23.1 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.
- 23.2 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:
 - 23.2.1 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;
 - 23.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 23.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - 23.2.4 the Sale Shares are sold free of all Encumbrances;
 - 23.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
 - 23.2.6 taking account of any other factors that the Valuers reasonably believe should be taken into account.
- 23.3 The Shareholders are entitled to make submissions to the Valuers including oral submissions 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.
- 23.4 To the extent not provided for by this article 23, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they

consider just or appropriate, including (to the extent they consider necessary), instructing professional advisers to assist them in reaching their valuation.

- 23.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the parties (in the absence of manifest error or fraud).
- 23.6 The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuers direct unless the Seller withdraws the relevant Transfer Notice in accordance with article 20.8, in which case the Seller shall bear the cost.

24 Drag along

- 24.1 After first giving a Transfer Notice and going through the procedure set out in article 20, if the holders of not less than 75% of the Shares in issue for the time being (**Selling Shareholders**) wish to transfer all (but not some only) of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders may require all other Shareholders and the holder of the X Share (**Called Shareholders**) to sell and transfer all their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (**Drag Along Option**).
- 24.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
 - 24.2.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 24;
 - 24.2.2 the person to whom the Called Shares are to be transferred;
 - 24.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares provided that the provisions of article 18.4 (*Change of Control Event*) will apply in respect of the Consideration on the Change of Control Event; and
 - 24.2.4 the proposed date of the transfer.
- 24.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 24.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article.
- 24.5 Completion of the sale of the Called Shares shall take place on the **Sale Date**. The Sale Date means the date proposed for completion of the sale of the Sellers' Shares unless:
 - 24.5.1 all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Sale Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders; or

- 24.5.2 that date is less than 20 Business Days after the date on which the Drag Along Notice is served, in which case the Sale Date shall be the 20th Business Day after service of the Drag Along Notice.
- 24.6 The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to the rights of pre-emption set out in article 24, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 24.7 On or before the Sale Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Sale Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 24.2.3, subject to the provisions of article 18.4 (*Change of Control Event*) to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest and the provisions of article 18.4 (*Change of Control Event*) will apply in respect of the Consideration on the Change of Control Event.
- 24.8 To the extent that the Proposed Buyer has not, on the Sale Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 24 in respect of their Shares.
- 24.9 If any Called Shareholder does not, on or before the Sale Date, execute and deliver (in accordance with article 24.7) transfer(s) in respect of all of the Called Shares held by him, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of shares under this article 24.
- 24.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 24 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place on the Sale Date or immediately upon the New Shareholder becoming a Shareholder of the Company, if later.

25 Tag along

- 25.1 Except in the case of transfers pursuant to article 22, and after going through the pre-emption procedure set out in article 20, the provisions of article 25.2 to article 25.6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring Control in the Company.

- 25.2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to:
- 25.2.1 the other Shareholders to purchase all of the Shares held by them;
 - 25.2.2 in the case of a Proposed Transfer during the Change of Control Period, the holder of the X Share to purchase the X Share;
 - 25.2.3 the holders of any existing options to acquire Shares (granted by the Company or under any share option arrangements established by the Company) that are already capable of exercise or that are expected to become capable of exercise before the Proposed Transfer, to purchase any Shares acquired on the exercise of options at any time before the Proposed Transfer;
 - 25.2.4 the holders of any warrants to subscribe for Shares that are capable of exercise or that are expected to become capable of exercise before the Proposed Transfer, to purchase any Shares acquired on the exercise of the subscription rights under such warrants at any time before the Proposed Transfer; and
 - 25.2.5 the holders of any securities of the Company that are convertible into Shares (**Convertible Securities**), to purchase any Shares arising from the conversion of such Convertible Securities at any time before the Proposed Transfer,
- for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 18 months preceding the date of the Proposed Transfer (**Specified Price**) provided that the provisions of article 18.4 (*Change of Control Event*) will apply in respect of the Consideration on the Change of Control Event.
- 25.3 The Offer shall be made by written notice (**Offer Notice**), at least 20 Business Days before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 25.3.1 the identity of the Buyer;
 - 25.3.2 the Specified Price and other terms and conditions of payment;
 - 25.3.3 the Sale Date; and
 - 25.3.4 the number of Shares (including, the X Share and any other securities (as the case may be)) proposed to be purchased by the Buyer (**Offer Shares**).
- 25.4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with article 25.2 and article 25.3, the Seller(s) shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.
- 25.5 If the Offer is accepted by any Shareholder (including, the holder of the X Share and the holders of any other securities (as the case may be)) (**Accepting Shareholder**) in writing within 20 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders and if the Buyer fails to complete the purchase of all the Offer Shares held by Accepting Shareholders, the Seller(s) shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer

- 25.6 The Proposed Transfer is subject to the pre-emption provisions of article 20, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

DIVIDENDS AND OTHER DISTRIBUTIONS

26 Declaration of dividends

- 26.1 Subject to the terms of the Shareholders' Agreement, the Directors, acting with Shareholder Consent, shall be entitled to declare and pay interim and final dividends.
- 26.2 Unless the Directors decision to declare a dividend, or the terms on which Shares are issued, specify otherwise, a dividend must be paid by reference to each Shareholder's holding of Shares on the date of the decision to declare it.

DECISION-MAKING BY SHAREHOLDERS

27 Poll votes

- 27.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 27.2 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.

28 Proxies

- 28.1 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".
- 28.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

29 Means of communication to be used

- 29.1 Subject to these Articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which section 1144 and Schedules 4 and 5 of the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 29.2 Subject to these 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.

30 Deemed delivery of documents and information

- 30.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-
- 30.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 30.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 30.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 30.1.4 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.
- 30.2 For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.
- 30.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

31 Company seals

Unless and until the Directors resolve otherwise, the Company shall not have a common seal.

DIRECTORS' INDEMNITY AND INSURANCE

32 Indemnity

- 32.1 Subject to article 32.2, and without prejudice to any indemnity to which a relevant Director is otherwise entitled, a relevant Director or an associated company shall be entitled to be indemnified out of the Company's assets against:-
- 32.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 32.1.2 any liability incurred by that Director 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); and
 - 32.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.
- 32.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

32.3 In this article and article 33:-

32.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

32.3.2 a **relevant Director** means any Director or former Director or an associated company.

33 Insurance

33.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

33.2 In this article a **relevant loss** means 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.

34 Borrowing powers

34.1 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

34.2 Any debentures, bonds or other instruments or securities may be issued at a discount premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of Shares or otherwise as the Directors may from time to time determine.