

Company Number: 00292564

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
SINGER INSTRUMENT COMPANY LTD

(Ad adopted by Special Resolution passed on 1 May 2021)

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 9(2), 14, 19(5), 26(5), 28(3), 44(4) and 52 do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. DEFINED TERMS

- 2.1. Model Article 1 shall be varied by the inclusion of the following definitions:

"A Shares"	means Ordinary A Shares of £0.01 each in the capital of the Company from time to time, having the rights and being subject to the restrictions as provided for in these Articles;
"A Shareholder"	means any holder of Ordinary A Shares from time to time;
"the Act"	means the Companies Act 2006;
"Acting in Concert"	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended);
"Appointor"	has the meaning given in Article 8.1;
"Auditors"	means the auditors from time to time appointed by the Company or such other professional adviser(s) as the Board may from time to time select for the relevant purpose required under these Articles;



"B Shares"	means Ordinary B Shares of £0.01 each in the capital of the Company from time to time, having the rights and being subject to the restrictions as provided for in these Articles;
"B Shareholder"	means any holder of Ordinary B Shares from time to time;
"Board"	means the board of directors of the Company from time to time and any duly authorised committee thereof;
"Buyer"	a person or persons together Acting in Concert who make a Qualifying Offer;
"C Shares"	means Ordinary C Shares of £0.01 each in the capital of the Company from time to time, having the rights and being subject to the restrictions as provided for in these Articles;
"C Shareholder"	means any holder of Ordinary C Shares from time to time;
"Cessation Date"	the date on which a member becomes a Leaver and no longer holds office or employment with the Company or any group undertaking within the meaning of Section 1161 of the Act;
"Control"	has the meaning given in section 1123 Corporation Tax Act 2010;
"Employee Share Trust"	a trust established for the benefit of the employees of the Company;
"Employees' Share Scheme"	has the meaning given in Section 1166 of the Act;
"Fair Value"	means the value of Shares calculated as between a willing buyer and a willing seller but taking no account of the relationship of the number of Shares to be sold to the whole issued share capital of the Company;
"Family Member"	each of Harry Saunders-Singer, George Saunders-Singer, Rebecca Saunders-Singer and Elizabeth Saunders-Singer, their spouses, civil partners, surviving spouses, surviving civil partners, children or remoter issue;
"Leaver"	any Shareholder who ceases to be an employee, director or consultant to the Company for any reason, provided that a Family Member shall not be a Leaver;
"Nominated Purchaser"	such person as may be nominated by the Board to acquire a Leaver's Shares or, in default of such nomination, the Company;
"Ordinary Shareholder"	means any holder of Ordinary Shares from time to time;
"Ordinary Shares"	means the Ordinary Shares of £0.01 each in the capital of the Company from time to time, having the rights and being subject to the restrictions as provided for in these Articles;
"Qualifying Offer"	a proposed transaction or the proposed last transaction in a series of related transactions that is a bona-fide arm's length transaction which would, if carried out, result in the Buyer and any person or persons Acting in Concert with the Buyer acquiring Control of the Company;

"Sellers"	Ordinary Shareholders who propose to transfer Shares to a Buyer pursuant to a Qualifying Offer;
"Shares"	means the A Shares, the B Shares, the C Shares and the Ordinary Shares;
"Transfer Notice"	means a notice in writing stating, the number of Shares that the Shareholder serving it wishes to sell;
"Valuer"	means an independent firm of valuers nominated by the President for the time being of the institute of Chartered Accountants of England and Wales at the request of either a Vendor or the Board;
"Voting Shares"	means the Ordinary Shares, the A Shares and the B Shares;
"Working Day"	means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. APPOINTMENT OF DIRECTORS

There shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the Company has two or more directors, at least one of them shall be a natural person.

4. PROCEEDINGS OF DIRECTORS

- 4.1. Subject to Article 4.2, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 4.2. If the directors propose to exercise their power under section 175(4)(b) of the Act to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 4.3. Subject to the provisions of the Act, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
 - (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits 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 transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

5. UNANIMOUS DECISIONS

Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

6. TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

7. SECRETARY

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

8. ALTERNATE DIRECTORS

8.1. Any director (the "Appointor") may appoint as an alternate any other director, or any other person approved by a decision 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.

8.2. 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. 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 he is willing to act as the alternate of his Appointor.

8.3. An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's Appointor.

8.4. Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts or omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors.

8.5. 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 participating (but only if that person's Appointor is not participating);

- (b) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's Appointor has not signed or otherwise signified his agreement to such written resolution); and
 - (c) shall not be counted as more than one director for the purposes of this article 8.5.
- 8.6. An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's Appointor as the Appointor may direct by notice in writing made to the Company.
- 8.7. Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".
- 8.8. An alternate director's appointment as an alternate terminates:
 - (a) when his Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) 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 office as director;
 - (c) on the death of his Appointor; or
 - (d) when his Appointor's appointment as a director terminates.
- 9. ISSUE OF SHARES**
- 9.1. Unless the members of the Company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article.
- 9.2. Shares must be offered to members in proportion as nearly as may be to the number of existing Shares held by them respectively.
- 9.3. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.
- 9.4. After the expiration of the period referred to in 9.3, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.
- 9.5. Any shares not accepted pursuant to the offer referred to in 9.3 and the further offer referred to in 9.4 or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit.
- 9.6. In accordance with section 567 of the Act, sections 561 and 562 of the said Act are excluded.
- 10. CONSOLIDATION OF SHARES**
- 10.1. This Article applies in circumstances where:

- (a) there has been a consolidation of shares; and
- (b) as a result, members are entitled to fractions of shares.

10.2. The directors may:

- (a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.

10.3. Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.

10.4. A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

10.5. The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

11. TRANSMISSION OF SHARES

11.1. Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:

"Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member."

11.2. All the Articles relating to the transfer of shares apply to:

- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
- (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

12. SHARE CAPITAL

12.1. Except as otherwise provided in these Articles, the A Shares, the B Shares, the C Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.

12.2. No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class.

12.3. On the transfer of any share as permitted by these Articles:

- (a) a Share transferred to a non-shareholder shall remain of the same class as before the transfer; and

- (b) a Share transferred to a shareholder shall automatically be re-designated on transfer as a share of the same class as those Shares already held by the shareholder.

If no shares of a class remain in issue following a re-designation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

- 12.4. No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 12.5. Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
 - (a) any alteration in the Articles;
 - (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital.
- 12.6. The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the Act.
- 12.7. As regards dividends, to Model Article 30(1) shall be added:

"No class of share shall participate in any dividend unless the resolution declaring the dividend explicitly states that shares of that class will participate and dividends may be declared and paid in respect of one class of shares or more to the exclusion of the other classes or class of shares."

13. SHARE TRANSFERS

Voluntary share transfers

- 13.1. Subject to Articles 13.5, 14 and 15 any holder of Shares who wishes to sell or transfer any or all of their Shares ("the Vendor") shall serve a Transfer Notice on the Board. The Vendor and the Board shall use their best endeavours to agree the Sale Price within 30 Business Days of the date of the Transfer Notice. If the Sale Price is not agreed between the Vendor and the Board within such 30 Business Day period either the Vendor or the Board shall be entitled to refer the determination of the Fair Value of the Shares to the Valuer to determine the Fair Value, acting as expert and not as arbitrator and whose determination shall, in the absence of manifest error, be final and binding on the parties as the Sale Price. The cost of such determination shall be borne as to one half by the Company and as to one half by the Vendor. The Valuer shall be instructed to provide their determination of the Fair Value within 20 Business Days of being instructed.
- 13.2. The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of all or any of the Sale Shares, with full title guarantee and free from any encumbrance to the purchaser (determined in accordance with article 13.3) at the Fair Value, and shall be irrevocable.

- 13.3 Not later than 5 Business Days after the date on which the Fair Value has been agreed or otherwise determined, the Board shall give an Offer Notice offering the Sale Shares to the Nominated Purchaser and thereafter, if the Nominated Purchaser does not indicate an intention to buy the Sale Shares within ten Business Days of the date of the Offer Notice, the Board shall give an Offer Notice to the Ordinary Shareholders or to the Company (as may be determined by the Board). For the purposes of this article 13.3 an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company, and completion of the sale and purchase of the Sale Shares in respect of which an Offer Notice has been accepted, shall take place 10 Business Days after the date of such acceptance.
- 13.4 To the extent that the Nominated Purchaser, the Company and the Ordinary Shareholders do not elect to purchase any of the Sale Shares pursuant to an Offer Notice, such Sale Shares may not be transferred to any other person unless Directors in their discretion permit such a transfer.

Permitted share transfers

- 13.5 Articles 13.1 to 13.4 shall not apply to the following transactions:
- (a) the transfer of Ordinary Shares, A Shares or B Shares to the holder's spouse, civil partner, parent, or lineal descendants;
 - (b) the transfer of Ordinary Shares, A Shares or B Shares to trustees of a trust for the benefit of the holder's spouse, civil partner, parent, or lineal descendants;
 - (c) the sale or transfer of any Share to the trustees of an Employee Share Trust;
 - (d) the transfer of Share by the trustees of an Employee Share Trust pursuant to any Employees' Share Scheme adopted by the Company;
 - (e) any other transaction that the Board may, in its absolute discretion, determine falls within this Article 13.5.

Compulsory share transfers

- 13.6 A leaver shall be deemed to have served a Transfer Notice in respect of his entire holding of Shares on his Cessation Date.
- 13.7 The Company (acting by the Board) shall be constituted as the agent of the Leaver empowered to sell all of the Leaver's Shares (together with all rights attaching thereto at the Cessation Date or at any time thereafter).
- 13.8 From the Cessation Date (unless the Board has determined otherwise and notified the Leaver in writing) any Leaver shall have no right to attend, speak at or vote at any meeting of the Company in respect of their Shares while the Leaver's Shares are held by the Leaver. Any rights attaching to the Leaver's Shares shall automatically resume upon the Company's register of members being updated to note the removal of the Leaver as a Shareholder following the transfer of the Leaver's Shares pursuant to these Articles.
- 13.9 The Board shall give notice to the Leaver and to the Nominated Purchaser specifying the place and time for completion of the transfer of the Leaver's Shares (which shall not be more than 20 Working Days after the notice).

- 13.10. On the deemed service of a Transfer Notice, the Leaver shall, against payment of the consideration, transfer the Leaver's Shares to Nominated Purchaser. If the Leaver fails to comply with the requirements of the notice:
- (a) he shall be deemed to have irrevocably appointed the Chairman of the Board (or failing him, one of the other directors or some other person nominated by a resolution of the Board) to be his agent or attorney to, on behalf of the Leaver:
 - i. complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Leaver's Shares to the purchaser(s),
 - ii. receive the consideration for the Leaver's Shares and give a good discharge for it, and
 - iii. (subject to the transfers being duly stamped) enter the name(s) of the purchaser(s) in the register of members as the holders of the Shares purchased by him; and
 - (b) the Company shall pay the consideration for the Leaver's Shares into a separate bank account in the Company's name on trust (but without interest) for the Leaver until he has delivered his certificate for the relevant Shares (or an indemnity in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares to the Company.

14. TAG ALONG RIGHTS ON A CHANGE OF CONTROL

- 14.1. The provisions of Article 14.2 to Article 14.7 shall apply if a Buyer proposes to make a Qualifying Offer to one or more Sellers ("the Proposed Transfer").
- 14.2. In the event that a Buyer makes a Qualifying Offer, a Seller or Sellers shall, if he or they propose to accept such offer, procure that the Buyer makes an offer ("the Minority Offer") to the remaining Shareholders ("Minority Shareholders") to purchase the same proportion of their Shares as the Buyer is purchasing from the Seller or Sellers.
- 14.3. The price per Share that shall be offered to the Minority Shareholders shall be calculated by reference to value of the Company implied by the weighted average price per Ordinary Share at which transactions have been undertaken in the period of 12 months ending on the date of the Proposed Transfer ("the Specified Price").
- 14.4. The Minority Offer shall be given by written notice ("the Offer Notice"), at least 10 Working Days ("the Offer Period") before the proposed sale date ("the Sale Date"). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the Specified Price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of Shares proposed to be purchased by the Buyer ("the Minority Offer Shares").
- 14.5. If the Buyer fails to make the Minority Offer to all holders of the Shares in the Company in accordance with Articles 14.2 to 14.4, the Seller or Sellers shall not be entitled to complete the

- 13.3. Not later than 5 Business Days after the date on which the Fair Value has been agreed or otherwise determined, the Board shall give an Offer Notice offering the Sale Shares to the Nominated Purchaser and thereafter, if the Nominated Purchaser does not indicate an intention to buy the Sale Shares within ten Business Days of the date of the Offer Notice, the Board shall give an Offer Notice to the Ordinary Shareholders or to the Company (as may be determined by the Board). For the purposes of this article 13.3 an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company, and completion of the sale and purchase of the Sale Shares in respect of which an Offer Notice has been accepted, shall take place 10 Business Days after the date of such acceptance.
- 13.4. To the extent that the Nominated Purchaser, the Company and the Ordinary Shareholders do not elect to purchase any of the Sale Shares pursuant to an Offer Notice, such Sale Shares may not be transferred to any other person unless Directors in their discretion permit such a transfer.

Permitted share transfers

- 13.5. Articles 13.1 to 13.4 shall not apply to the following transactions:
- (a) the transfer of Ordinary Shares, A Shares or B Shares to the holder's spouse, civil partner, parent, or lineal descendants;
 - (b) the transfer of Ordinary Shares, A Shares or B Shares to trustees of a trust for the benefit of the holder's spouse, civil partner, parent, or lineal descendants;
 - (c) the sale or transfer of any Share to the trustees of an Employee Share Trust;
 - (d) the transfer of Share by the trustees of an Employee Share Trust pursuant to any Employees' Share Scheme adopted by the Company;
 - (e) any other transaction that the Board may, in its absolute discretion, determine falls within this Article 13.5.

Compulsory share transfers

- 13.6. A Leaver have served a Transfer Notice in respect of his entire holding of Shares on his Cessation Date.
- 13.7. The Company (acting by the Board) shall be constituted as the agent of the Leaver empowered to sell all of the Leaver's Shares (together with all rights attaching thereto at the Cessation Date or at any time thereafter).
- 13.8. From the Cessation Date (unless the Board has determined otherwise and notified the Leaver in writing) any Leaver shall have no right to attend, speak at or vote at any meeting of the Company in respect of their Shares while the Leaver's Shares are held by the Leaver. Any rights attaching to the Leaver's Shares shall automatically resume upon the Company's register of members being updated to note the removal of the Leaver as a Shareholder following the transfer of the Leaver's Shares pursuant to these Articles.
- 13.9. The Board shall give notice to the Leaver and to the Nominated Purchaser specifying the place and time for completion of the transfer of the Leaver's Shares (which shall be not more than 20 Working Days after the notice).

Proposed Transfer and the Company shall not register any transfer of Shares affected in accordance with the Proposed Transfer.

- 14.6. If the Minority Offer is accepted by any Minority Shareholders ("**Accepting Minority Shareholder**") within the Offer Period (such acceptance shall be irrevocable), the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Minority Offer Shares held by Accepting Minority Shareholders.
- 14.7. If any Accepting Minority Shareholder does not, on the Sale Date, execute transfer(s) in respect of all of the Minority Offer Shares held by it, the defaulting Minority Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Sellers to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Minority Offer Shares, to deliver such transfer(s) to the Buyer (or as they may direct) as the holder thereof. After the Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 14.

15. DRAG ALONG RIGHTS

- 15.1. Where a Qualifying Offer has been made, if the Sellers wish to accept the Qualifying Offer they may require all other Shareholders ("**the Called Shareholders**") to sell and transfer all their Shares to the Buyer (or to the Buyer's nominee) in accordance with the provisions of this Article ("**the Drag Along Option**").
- 15.2. The Sellers may exercise the Drag Along Option by giving written notice to that effect ("**the Drag Along Notice**") at any time before completion of the transfer of the Transfer Shares to the Buyer. The Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all of their Shares ("**the Called Shares**") pursuant to this Article 15;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the consideration payable for the Called Shares, which shall be calculated in accordance with Article 15.2(e); and
 - (d) the proposed date of the transfer.
 - (e) The price per Called Share that shall be offered to the Called Shareholders shall be calculated by reference to the value of the Company implied by the weighted average price per Ordinary Share at which transactions have been undertaken in the period of 12 months ending on the date of the proposed transfer.
- 15.3. Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Sellers have not sold the Transfer Shares to the Buyer within 20 Working Days after the later to occur of:
- (a) the date upon which any required regulatory authority or consent has been obtained; and
 - (b) the service of the Drag Along Notice.

The Sellers may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

- 15.4. No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 15.
- 15.5. Completion of the sale of the Called Shares shall take place on the Completion Date (as defined below). "Completion Date" means the date proposed for completion of the sale of the Transfer Shares unless:
- (a) all of the Called Shareholders and the Sellers agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Sellers; or
 - (b) that date is less than 20 Working Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be 20 Working Days after service of the Drag Along Notice.
- 15.6. Within 20 Working Days of the Sellers serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Buyer, the amounts they are due for their Shares pursuant to Article 15.2(c) to the extent that the Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 15.2(c) in trust for the Called Shareholders without any obligation to pay interest.
- 15.7. To the extent that the Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to Article 15.2(c), 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 15 in respect of their Shares.
- 15.8. If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Buyer (or as they may direct) as the holder thereof. After the Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 15.

16. WRITTEN RESOLUTIONS OF MEMBERS

- 16.1. Subject to Article 16.2, a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- 16.2. The following may not be passed as a written resolution and may only be passed at a general meeting:
- (a) a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
 - (b) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.

- 16.3. Subject to Article 16.4, on a written resolution, a member has one vote in respect of each Voting Share held by him.
- 16.4. No member may vote on a written resolution unless all moneys currently due and payable in respect of any Voting Shares held by him have been paid.
- 16.5. Members are not entitled by reason of their holdings of C Shares to be included in the circulation of any written resolution.

17. NOTICE OF GENERAL MEETINGS

- 17.1. Every notice convening a general meeting of the Company must comply with the provisions of:
- (a) section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - (b) section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.
- 17.2. Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

18. QUORUM AT GENERAL MEETINGS

- 18.1. If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- 18.2. If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- 18.3. Model Article 41(1) is modified by the addition of a second sentence as follows:
- "If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

19. VOTING AT GENERAL MEETINGS

- 19.1. Subject to Article 19.3 below, on a vote on a resolution at a general meeting on a show of hands:
- (a) each member who holds Voting Shares, being an individual, is present in person has one vote;
 - (b) if a member who holds Voting Shares (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
 - (c) if a corporate member who holds Voting Shares appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Act, one vote.

- 19.2. Subject to Article 19.3 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each Voting Share held by him.
- 19.3. No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of Shares held by that member unless all moneys currently due and payable by that member in respect of any Shares held by that member have been paid.
- 19.4. A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.
- 19.5. Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.
- 19.6. Members are not entitled by reason of their holdings of C Shares to receive notice of, attend, speak or vote at general meetings.

20. DELIVERY OF PROXY NOTICES

Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

21. COMMUNICATIONS

- 21.1. Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 21.2. 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 sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 21.3. If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.
- 21.4. Notices:
- (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
 - (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 21.4, no account shall be taken of any part of a day that is not a Working Day.

22. COMPANY SEALS

- 22.1. Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 22.2. Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:
 - (a) one authorised person in the presence of a witness who attests the signature; or
 - (b) two authorised persons".

23. INDEMNITY

- 23.1. Subject to Article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - i. in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - ii. in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and
 - (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 23.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 23.3. In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) and may, if the members so decide, include 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).