

BERWIN HOLDINGS LIMITED

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NEW ARTICLES OF ASSOCIATION

(Adopted on 16th May 2016)

ARTICLES OF ASSOCIATION

BERWIN HOLDINGS LIMITED

(Adopted on 16th May 2016)

INTERPRETATION

1 1 In these Articles, unless the contrary intention appears, the following definitions apply

"A" Ordinary Share An "A" Ordinary Share of £1 in the capital of the Company bearing the rights set out in these Articles

"A" Ordinary Shareholder a holder for the time being of "A" Ordinary Shares;

the Act the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force,

"B" Ordinary Share A "B" Ordinary Share of £0.01 in the capital of the Company bearing the rights set out in these Articles

"B" Ordinary Shareholder a holder for the time being of "B" Ordinary Shares,

"C" Ordinary Share A "C" Ordinary Share of £0.01 in the capital of the Company bearing the rights set out in these Articles

"C" Ordinary Shareholder a holder for the time being of "C" Ordinary Shares,

Connected Person as defined by section 839 of the Income and Corporation Taxes Act 1988,

Controlling Interest shares conferring in aggregate over 50 per cent of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings of the Company and shall include shares held by all persons who in relation to each other are Connected Persons,

"D" Ordinary Share A "D" Ordinary Share of £0.01 in the capital of the Company bearing the rights set out in these Articles

"D" Ordinary Shareholder a holder for the time being of "D" Ordinary Shares,

Directors	the directors from time to time of the Company,
"E" Ordinary Share	an "E" Ordinary Share of £0.01 in the capital of the Company bearing the rights set out in these Articles
"E" Ordinary Shareholder	a holder for the time being of "E" Ordinary Shares
Family	the spouse, child or remoter issue (including any step or adopted child) of any member,
Family Trust	<p>A trust established by or on behalf of</p> <ul style="list-style-type: none"> (a) any one or more members, or (b) any one or more persons who are treated by S 660G, ICTA, 1988 as a settlor of any trust of which the trustees are members, or (c) any one or more members of the Family of any person in (a) or (b) above under which, in the case of each of (a) to (c) (inclusive) above, either <ul style="list-style-type: none"> (a) one or more persons in (a) to (c) (inclusive) above together with members of their Families are the only persons capable of being beneficiaries thereof, or (b) both the following conditions apply <ul style="list-style-type: none"> (i) a majority of the trustees comprise any member of the company, Herbert Anthony Cann, members of their respective Families and persons who are at the time in question trustees or former trustees of the H A Cann Accumulation & Maintenance Fund, of the H A Cann 1997 Interest in Possession Trust, of the Rushton No 3 Trust (formerly the R J Cann Discretionary Trust) and of the Hoch Settlement , and (ii) the only persons capable of being beneficiaries thereof comprise one or more persons in (a) to (c) (inclusive) above together with members of their Families, any charitable organisation and any other person capable of benefiting solely by the exercise by the trustees of a power to apply the assets of the trust for solely charitable purposes

Liquidation	the liquidation of the Company on a members' voluntary winding up (other than for the purposes of reconstruction or amalgamation),
Liquidation Date	the date on which a special resolution is passed by the holders of the Ordinary Shares that the Company be wound up voluntarily on a members' voluntary winding up (other than for the purposes of reconstruction or amalgamation),
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles
Post Tax Profit	the profit on ordinary activities after taxation of the Company and its subsidiaries as shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year
Sale	the acquisition of a Controlling Interest in the Company by any person (or persons connected with each other or persons acting in concert with each other) or of all or substantially all its assets and undertakings,
Shareholder	a Voting Ordinary Shareholder or an "A" "B" "C" "D" or "E" Ordinary Shareholder,
Shareholder Agreement	any shareholder agreement entered into from time to time by any of the Shareholders in the Company governing the understanding as to certain matters relating to the Company, and
Voting Ordinary Share	an ordinary share of £0.01 in the capital of the Company with the rights set out for Ordinary Shares in the Model Articles designated in the Company's register as an Ordinary Share without an "A" "B" "C" "D" "E" or other descriptor,
Voting Ordinary Shareholder	a holder for the time being of Voting Ordinary Shares,

- 1 2 Headings are used in these Articles for convenience only and shall not affect their construction or interpretation
- 1 3 In these Articles, unless the context does not so admit
- 1 3 1 reference to an individual or individuals shall include his or their personal representative(s),

- 1 3 2 reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter and vice versa,
- 1.3 3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 4 the expressions "paid-up" or "paid up value" as used in relation to any part of the share capital of the Company shall mean the total amount paid up, or credited as paid up, on the relevant shares including any premium paid up thereon

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 case of conflict between the Model Articles and these Articles, these Articles shall prevail
- 2 2 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2) and 44(2), of the Model Articles shall not apply to the company
- 2 3 Article 7 of the Model Articles shall be amended by
- 2 3 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 2 3 2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 2 4 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 2 5 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 28 (2) of the Model Articles," after the words "the transmittee's name"
- 2 6 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

PRIVATE COMPANY

- 3 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited

SHARE CAPITAL

- 4 The issued share capital of the Company at the date of adoption of these Articles is £5,476,517 divided into
- 7,648,700 Ordinary Shares (described in these Articles as Voting Ordinary Shares) of £0 01p,
- 5,400,000 "A" Ordinary Shares of £1,
- 7,000 "B" Ordinary Shares of £0-01,
- 3,000 "C" Ordinary Shares of £0-01,
- 20,000 "D" Ordinary Shares of £0-01.

No "E" Ordinary Shares have been issued

As and when issued, the aggregate number of "E" Ordinary Shares may not exceed the number of issued "C" Ordinary Shares

RIGHTS OF THE "A" ORDINARY SHARES

5 As regards income

- 5 1 The "A" Ordinary Shares shall confer on the holders the right to receive, *pari passu* and in priority to the rights of the Voting Ordinary shares in the capital of the Company but (for the avoidance of doubt), subordinate to the rights of the "B" "C" "D" and "E" Ordinary Shares as regards capital, any dividends or other distributions which become payable by the Company up to a maximum amount which shall, for each accounting reference period, be equal to four per cent per annum of their nominal value from day to day as applied to the number of "A" Ordinary Shares which are in issue from day to day during that accounting reference period (the "Dividend Ceiling")
- 5 2 In respect of each accounting reference period the Dividend Ceiling shall be increased by any amount by which any dividends which have been paid on the "A" Ordinary Shares for any previous accounting reference period have been less than the Dividend Ceiling which applied for each such previous accounting reference period
- 5 3 Any profits which remain after the payment of all dividends which are due under Article 5 1 and which the Company may determine shall be distributed shall, if the directors agree in writing, be distributed amongst the holders of the Voting Ordinary Shares *pari passu*
- 5 4 Where rights for "B" "C" "D" and "E" shareholders have arisen as regards capital under these Articles no dividends or other distributions shall be payable by the Company on the Voting Ordinary Shares or the "A" Ordinary Shares until and unless all the "B" "C" "D" and "E" Ordinary Shares shall have been repaid or redeemed for the maximum consideration provided for under Articles 10 and 11

6 As regards capital

- 6 1 The assets of the Company available for distribution amongst the Shareholders and the value available for distribution on a sale of the share capital of the Company shall be applied, in priority to any payment to the

holders of the Voting Ordinary Shares in the Company (but, for the avoidance of doubt, subordinate to the rights of the "B" "C" "D" and "E" Ordinary Shares)

- a) first in paying to the holders of the "A" Ordinary Shares any amount which is available to be paid by way of dividend but which falls within the Dividend Ceiling as it is computed at the date of the payment
- b) secondly in paying an amount equal to the nominal value of each "A" Ordinary Share and
- c) any further amount which is paid shall be paid to the holders of the Voting Ordinary Shares.

7 Further participation

The "A" Ordinary Shares shall not carry any voting right, any further right of participation in the profits or assets of the Company or other rights except as set out in these Articles

8 As regards voting

The "A" Ordinary Shareholders shall be entitled to receive notice of but not the right to attend or speak or vote at all General Meetings of the Company

9 Matters requiring Consent

9 1 Except with the consent of the holders of not less than 75% of the "A" Ordinary Shares

9 1 1 the Company shall not modify or vary the rights attaching to the "A" Ordinary Shares,

9 1 2 the Company shall not make any distribution, payment or return to shareholders (other than to the holders of the "A" "B" "C" "D" and "E" Ordinary Shares),

9 1.3 the Company shall not issue any further shares ranking as regards participation in the profits or assets of the Company in priority to or pari passu with the "A" Ordinary Shares,

9 1 4 the Company shall not permit any subsidiary to issue (other than to the Company or another wholly-owned subsidiary of the Company) any shares ranking as regards participation in the assets or profits of that subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company or by any subsidiary of the Company of any such shares (otherwise than as aforesaid),

RIGHTS OF THE "B" "C" "D" and "E" ORDINARY SHARES

10. As regards income

The "B" "C" "D" and "E" Ordinary Shares shall confer on the holders no right to any dividends or other distributions which become payable by the company

11 As regards capital

- 11 1 The assets of the Company available for distribution amongst the Shareholders and the value available for distribution on a sale of the share capital of the Company shall be applied, in priority to any payment to the holders of any other class of the Ordinary shares in the Company, as follows where

V1 is the amount of value to the first £2,500,000 of value,

V2 is the amount of value to the following £10,000,000 of value

W is the amount of value to be applied to the "B" Ordinary Shareholders

X is the amount of value to be applied to the "C" Ordinary Shareholders,

Y is the amount of value to be applied to the "E" Ordinary Shareholders,

Z is the amount of value to be applied to the "D" Ordinary Shareholders,

B is the number of issued "B" Ordinary Shares

C is the number of issued "C" Ordinary Shares

E is the number of issued "E" Ordinary Shares

- a) As to the first £2,500,000 of value, the value to be applied to each "B" "C", "D" and "E" Ordinary share shall be the result of applying the following formulae

$$W = V1 \times (B/(B+C+E))$$

$$X = V1 \times (C/(B+C+E))$$

$$Y = V1 \times (E/(B+C+E)) \quad Z = \text{Nil}$$

- b) As to the next £10,000,000 of value, the value to be applied to each "B", "C", "D" and "E" Ordinary share shall be the result of applying the following formulae

$$Z = V2/2$$

$$W = (V2/2) \times (B/(B+C+E))$$

$$X = (V2/2) \times (C/(B+C+E))$$

$$Y = (V2/2) \times (E/(B+C+E))$$

Any asset value in excess of £12,500,000 shall be allocated to the "A" Ordinary Shares and Voting Ordinary Shares in accordance with these Articles and not allocated to the "B" "C" "D" and "E" Ordinary Shares

12 Further participation

The "B" "C" "D" and "E" Ordinary Shares shall not carry any voting rights, any further rights of participation in the profits or assets of the Company or other rights except as set out in these Articles

13 As regards voting

The "B" "C" "D" and "E" Ordinary Shareholders shall be entitled to receive notice of but not the right to attend or speak or vote at all General Meetings of the Company

14 Matters requiring Consent

14 1 Except with the consent of the holders of not less than 75% of the "B" "C" "D" and "E" Ordinary Shares as regards the shares which they hold

14 1 1 the Company shall not modify or vary the rights attaching to the "B" "C" "D" and "E" Ordinary Shares,

14 1 2 the Company shall not make any distribution, payment or return to shareholders (other than to the holders of the "B" "C" "D" and "E" Ordinary Shares in the ratios set out in Article 11 1),

14 1 3 the Company shall not issue any further shares ranking as regards participation in the profits or assets of the Company in priority to or pari passu with the "B" "C" "D" and "E" Ordinary Shares,

14 1 4 the Company shall not permit any subsidiary to issue (other than to the Company or another wholly-owned subsidiary of the Company) any shares ranking as regards participation in the assets or profits of that subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company or by any subsidiary of the Company of any such shares (otherwise than as aforesaid),

FURTHER RIGHTS AND CONDITIONS OF THE "C" ORDINARY SHARES

15 Option to sell

15 1 Each of the "C" Ordinary Shareholders shall have the option exercisable by notice in writing at any time within the period of six months commencing on allotment to them of those shares to require the Company to purchase their shares for an aggregate consideration of £2,500.

15 2 Completion of the sale and purchase of those Shares shall take place at the Registered Office of the Company (or at such other place as may be agreed) on the day thirty days after the date on which notice has been received by the Company, provided that if such day is not a business day then completion shall take place on the first business day thereafter

16 Deemed Transfers

16 1 In this Article the following words shall bear the following meanings

16 1 1 "Bad Leaver" means a "C" Ordinary Shareholder or an "E" Ordinary Shareholder who ceases to be an Employee in the case of a "C" shareholder, or a director in the case of an "E" Ordinary Shareholder at any time in consequence of -

- (a) the Company's acceptance of the Employee's repudiation of his contract of employment, or
- (b) the Company's acceptance of the resignation of a "C" Ordinary Shareholder or an "E" Ordinary Shareholder as a director of the Company,
- (c) the lawful termination by the Company of the Employee's contract of employment in circumstances where the Company is entitled to terminate the contract of employment without notice,
- (d) the lawful termination by the Company of the directorship of a "C" Ordinary Shareholder or an "E" Ordinary Shareholder

but not in consequence of the Employee's death or in consequence of the Employee permanently retiring from employment or in consequence of the termination of the Employee's employment by the Company on the grounds of redundancy, illness or other incapacity (whether physical or mental),

16 1 2 "Bankrupt Leaver" means a "C" Ordinary Shareholder or an "E" Ordinary Shareholder who ceases to be an Employee or a director of the Company by reason of his bankruptcy.

16 1 3 "Employee" means an individual who is employed by the Company under the terms of any contract of employment or a director of the Company

16 1 4 "Good Leaver" means a "C" Ordinary Shareholder or an "E" Ordinary Shareholder who ceases to be an Employee or a director of the Company other than in circumstances constituting him a Bad Leaver or where the Board, with the consenting vote of the Investor Director as described in Article 26 4, determines that he be treated as a Good Leaver

16 2 Each of the Company the "C" and "E" Ordinary Shareholders shall procure (so far as it is lawfully within their power to do so) that any "C" Ordinary Shareholder or any "E" Ordinary Shareholder who, having been an Employee ceases to be such an Employee or who is a person or persons to whom Shares formerly held by a "C" Ordinary Shareholder or an "E" Ordinary Shareholder have been transferred (whether or not by the "C" Ordinary Shareholder or the "E" Ordinary Shareholder) shall, upon that "C" Ordinary Shareholder or "E" Ordinary Shareholder being declared bankrupt or ceasing for whatever reason to be an Employee of the Company be deemed to have given (other than in the case of ceasing to be an Employee by reason of death) immediately before the happening of such event) a

Transfer Notice in accordance with Article 22 in respect of all Shares then held by or for the benefit of the relevant "C" Ordinary Shareholder or "E" Ordinary Shareholder (the "Transfer Shares") In the case of ceasing to be an Employee by reason of death, the Transfer Notice shall not be deemed to have been given until the date determined under Article 16 5,

- 16 3 If in relation to any "C" Ordinary Shareholder or "E" Ordinary Shareholder whose ceasing to be an Employee of the Company results in a Transfer Notice being deemed to be given in relation to the Transfer Shares then held by that "C" Ordinary Shareholder or "E" Ordinary Shareholder then -
- 16 3 1 if the "C" Ordinary Shareholder or "E" ordinary Shareholder is a Bad Leaver or a Bankrupt Leaver the Transfer Price in relation to the Transfer Shares which are the subject of the deemed Transfer Notice shall be their nominal value, and
- 16 3 2 if the Retiring Shareholder is a Good Leaver the Transfer Price in relation to the Transfer Shares which are the subject of the deemed Transfer Notice shall be their fair market value at the date on which the deemed Transfer Notice is given as determined by the Company's Auditors In making such determination the Auditors shall not take into account that the Transfer Shares comprise a minority interest in the Company;
- 16 4 A dispute as to whether a "C" Ordinary Shareholder or an "E" Ordinary Shareholder is a Good Leaver or a Bad Leaver shall not affect the validity of a deemed Transfer Notice or the operation of the transfer pursuant to this Article 16 and the transfer of the "C" Ordinary Shares or the "E" Ordinary Shares shall be made notwithstanding the continuance of such dispute
- 16 5 On the death of a "C" Ordinary Shareholder or of an "E" Ordinary Shareholder he shall be considered to be a Good Leaver and the Directors shall extend the period in which a deemed transfer notice under Article 16 2 shall be given to the earlier of the day prior to completion of the sale or redemption of the shares or a period of 2 years from the date of death of the Shareholder The Transfer Price shall be fair market value at the date on which the Transfer Notice has been given and shall be determined by the Auditors of the Company

17 Drag Along Rights

- 17 1 In the event that one or more Shareholders of the Company holding between them in excess of 51% in aggregate of the Shares for the time being in issue ("Sellers") propose to sell the legal or beneficial interest in their holdings of shares to a person with whom none of them is connected, but nonetheless the Seller(s) procure that an

offer is made by the proposed transferee (or any person or persons acting in concert with it) to the holders of all other issued Shares in the Company to acquire their entire holdings of Shares on the same terms as apply to the "B" Ordinary Shares and the "D" Ordinary Shares under these Articles then (subject as hereinafter provided and for the maximum consideration provided for under Article 10) the Seller or the Sellers (as the case may be) shall have the right but not any obligation (the "Drag Along Right") to require all of the other holders of Shares in the Company (the "Called Shareholders") to accept in full the offer procured to be made to them.

17 2 The Drag Along Right may be exercised by the Seller or the Sellers serving notice to that effect (the "Drag Along Notice") to the Called Shareholders at the same time as or within 7 days following the making of the offer

17 3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Seller or the Sellers (as the case may be) do not transfer their entire holdings of Shares in the Company to the person making the offer (or to that person's nominee) not later than the date specified as the date for completion of the sale and purchase of shares pursuant to acceptances of the offer

17 4 Upon the exercise of the Drag Along Right in accordance with this Article 17

17 4 1 each of the Called Shareholders shall be deemed to have accepted the offer made to him, in respect of all Shares held by him in accordance with the terms of the offer applicable to him to comply with the obligations assumed by virtue of such acceptance and to have irrevocably waived any pre-emption rights he may have in relation to the transfer of any of such Shares, and

17 4 2 Each of the Called Shareholders shall become obliged to deliver up to such transferee or his nominee an executed transfer of such Shares and the certificate(s) in respect of the same together with an executed waiver of all such pre-emption rights

17 5 If any Called Shareholder fails to accept the offer made to him or, having accepted such offer fails to take any action required of him under the terms of the offer within 4 days of becoming required to do so, then the Directors shall be entitled to, and shall authorise and instruct such person as they think fit to execute the necessary transfer(s) on behalf of the Called Shareholders and, against receipt by the Company (on trust for such Shareholder but without interest) of the purchase moneys payable for the relevant Shares, deliver such transfer(s) and pre-emption waivers to the proposed transferee or its nominee and register such transferee or its nominee as the holder thereof, and after such transferee or his nominee has been registered as the holder the validity of such proceedings shall not be questioned by any person

18 Tag Along Rights

- 18 1 If at any time one or more Shareholders ("Proposed Sellers") propose to sell between them or in aggregate and whether in one or a series of related transactions 50% or more of the Shares then in issue ("Proposed Sale Shares") to any person other than pursuant to Article 21 the Proposed Sellers shall give written notice ("Proposed Sale Notice") to the other Shareholders of such intended sale at least 14 days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("Proposed Buyer"), the purchase price and other terms and conditions of payment, the proposed date of sale ("Proposed Sale Date") and the number of Shares proposed to be purchased by the Proposed Buyer.
- 18 2 Any other Shareholder shall be entitled, by written notice given to the Proposed Sellers within 14 days of receipt of the Proposed Sale Notice, to be permitted to sell up to the same proportion of his Shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice insofar as they as apply to the "B" Ordinary Shares and the "D" Ordinary Shares under these Articles.

ISSUES OF SHARES

- 19 Subject to these Articles the pre-emption provision of sub-section (1) of section 561 and sub-section (1) (3) (4) and (5) of section 562 and subsection (3) of section 568 the Act shall apply to any allotment of the Company's equity securities, provided that (a) for the purposes of those sub-sections the Voting Ordinary Shares the "A" "B" "C" "D" and "E" Ordinary shares shall be treated as separate classes, and (b) the period specified in section 562 (5) of the Act shall be 14 days.

VOTING

- 20 Subject to the provisions of these Articles, Article 42 of the Model Articles shall apply to the rights of voting of the Shareholders of the Company.

PERMITTED TRANSFERS

- 21 1 Article 22 in relation to the transfer of Shares does not apply to any of the following, each being a Permitted Transfer other than in relation to "C" Ordinary Shares and "E" Ordinary Shares where subparagraphs 21 1 2 and 21 1 6 (only) apply:

21 1 1 a transfer by a member to his Family or to the trustees of a Family Trust,

21 1 2 a transfer by the personal representatives of a deceased member to a person to whom they have been specifically bequeathed or to the Family of the deceased member,

21 1 3 a transfer for the purpose solely of implementing one or more changes in the trustees of a Family Trust,

- 21 1 4 any transfer where the provisions of Articles 22 and 23 have been fully complied with,
- 21 1 5 any transfer by the trustee or trustees of a trust to which subparagraphs 21 1 1 to 21 1 4 above applies to any person beneficially interested under the trust as the trustee or trustees may in their absolute discretion determine, and
- 21 1 6 any transfers by a member where the holders of 75% of the Voting Ordinary Shares have consented to such transfer
- 21 2 Prior to the registration of a proposed transfer as a Permitted Transfer, the Directors may require the transferor or transferee to provide such information in writing as they reasonably specify to ascertain whether a proposed transferee is a Permitted Transferee
- 21 3 The Directors may refuse to register a transfer which purports to be a Permitted Transfer until evidence to their reasonable satisfaction has been provided to the Directors in relation to any information requested under Article 21 2
- 21 4 If and whenever a Family Trust ceases to be a Family Trust the Shares shall be transferred to another Family Trust or a member of the Family within 7 days of such cessation failing which the holder of the Shares shall be deemed immediately to have given a Deemed Transfer Notice in respect of the Shares

TRANSFER OF SHARES

- 22 1 This Article shall not apply to "C" Ordinary Shares or "E" Ordinary Shares other than in the instances where those shares may be transferrable pursuant to Articles 16 2 ("Deemed Transfers") and 21 ("Permitted Transfers").
- 22 2 Except in the case of a Permitted Transfer expressly authorised by Article 21, all transfers shall be subject to the following restrictions and provisions, save where those restrictions and provisions are expressly excluded elsewhere in these Articles
- Excepted in the case of a Deemed Transfer, before effecting a transfer the person proposing to effect the transfer ("the Proposing Transferor") shall give notice in writing ("a Transfer Notice") to the Company stating the number of shares in relation to which he desires to effect a transfer and stating the price ("Proposed Price") at which he proposes to effect such transfer, the identity of any third party transferee to whom he proposes to effect the transfer (and, where such third party is a corporate body, the person (if any) who has a Controlling Interest in such third party) The Transfer Notice shall constitute the Company his agent for the sale of the shares therein mentioned ("the Sale Shares") at the Prescribed Price (as defined in article 22 3 below) in accordance with this Article 22 and shall not be revocable

except with the consent of the Directors or if the Company fails to find purchasers for all of the Sale Shares pursuant to this Article 22

22 3 If, not more than 10 days after the date ("the Transfer Notice Date") on which the Transfer Notice is given or is deemed to have been given pursuant to Article 16.2, the Proposing Transferor and a majority of the Directors shall have, acting in good faith, agreed in writing a price per share either (as applicable) as prescribed by Article 16 or otherwise as representing the market value thereof or as being acceptable to the Proposing Transferor and not more than the market value. Such price shall then be the "Prescribed Price" (subject to the deduction therefrom of any dividend or other distribution declared or made after such agreement and prior to the transfer of the Sale Shares) Otherwise, the Directors shall request the auditors within 5 days of the Company ("the Auditors") to determine and certify the sum per share considered by them to be the market value or the value prescribed by Article 16 thereof as at the Transfer Notice Date and the sum per share so determined and certified shall be the Prescribed Price ("the Prescribed Price") Subject to the terms of Article 22 2, the costs and expenses of the Auditors shall be payable by the Proposing Transferor (as to 50%) and by those shareholder who accept the offer made pursuant to the Transfer Notice ("Proposing Transferees") (as to the balance) and the Auditors shall act as experts and not as arbitrator and their determination shall be final and binding on all persons concerned and, in the absence of fraud, the Auditors shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done for the purposes thereof or in connection therewith In calculating market value, no regard is to be had to the fact that the shares concerned constitute a majority or minority interest or that their transfer is subject to restrictions and the calculation shall be on a going concern basis between a sale between a willing seller and a willing purchaser and in making their calculation the Auditor shall take into account the price per share, if any, offered by a bona fide third party for the Sale Shares

22 4 Other than where the transfer is a deemed transfer and made pursuant to Article 16, in the event that the Prescribed Price is more than 10% less than the Proposed Price but not otherwise, the Proposing Transferee shall be entitled to withdraw the Transfer Notice by delivering to the Company notice in writing within five days of receipt of notice from the Company as to the determination of the Prescribed Price, Provided Always that in the event of such withdrawal or in the event that the Proposing Transferor has included a condition in the Transfer Notice to the effect that he will sell none of the Sale Shares in the event that the Company does not find purchasers for all of the Sale Shares and such condition is not satisfied,

the Proposing Transferor will be liable to pay all the Auditors' costs and expenses as referred to in Article 22 3

- 22 5 If the Prescribed Price is agreed as aforesaid within 20 days after the Transfer Notice Date, the Prescribed Period shall commence on the Transfer Notice Date. If the Prescribed Price was not so agreed, the Prescribed Period shall commence on the date on which the Auditor shall have notified the Director of their determination of the Prescribed Price (pending which the Director shall defer the making of the offer hereinafter mentioned)
- 22 6 All shares included in any Transfer Notice given by a Voting Ordinary Shareholder shall by notice in writing be offered within seven days of the commencement of the Prescribed Period by the Company to all Voting Ordinary Shareholders (other than the member to whose shares the Transfer Notice relates or any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the terms that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of Voting Ordinary Shares. Any offer made under this paragraph shall limit, a time (not being less than 14 days nor more than 21 days and, in the absence of any such time limit, shall be deemed to be 14 days) within which it must be accepted or in default will lapse. Any shares not accepted by the Voting Ordinary Shareholders within the period during which the offer is open for acceptance shall be offered to the "A" Ordinary Shareholders (other than any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the same terms
- 22 7 The provisions of Article 22 6 shall apply equally to the "A" "B" and "D" Ordinary shares and the Voting Ordinary Shares but not the "C" Ordinary Shares or the "E" Ordinary Shares as if that Article were reproduced with the appropriate substitutions
- 22 8 In the case of transfers of "C" Ordinary Shares or the "E" Ordinary Shares, the "A" Ordinary Shareholders shall purchase those shares at the value determined in accordance with Article 16. Completion of the purchase shall take place on the day thirty days after the date on which notice has been received or deemed to have been received by the Company, provided that if such day is not a business day then completion shall take place on the first business day thereafter. Article 22 10 shall not apply

- 22 9 If the Company shall within the said periods find members (hereinafter called "Purchasers") in accordance with the foregoing provisions to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor within two weeks of the expiry of such time limits he shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective Purchasers. Every such notice shall state the name and address of each of the Purchasers and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 7 days nor more than 14 days after the date of such notice. Provided that if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares neither this paragraph nor the following Article 22 9 shall apply unless the Company shall have found Purchasers for the whole of such Sale Shares
- 22 10 If a Proposing Transferor (having become bound to do so) shall fail or refuse to transfer any shares to a Purchaser hereunder, the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see to the application thereof) and after the Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Proposing Transferor shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Proposing Transferor shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Proposing Transferor but without interest. If such certificate shall comprise any shares which the Proposing Transferor has not become bound to transfer as aforesaid the Company shall issue to the Proposing Transferor a certificate for such shares
- 22 11 If the Company shall not within the said periods find Purchasers willing to purchase all the Sale Shares, the Company shall promptly give notice in writing thereof to the Proposing Transferor and the Proposing Transferor at any time thereafter up to the expiration of 50 days after receipt of such notice shall be at liberty to transfer those shares for which the Company has not found Purchasers to any person on a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the Transfer Notice Date and to be retained by the Proposing Transferor) Provided that

22 11 1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred,

22 11 2 the Directors may require to be satisfied that such Sale Shares are being transferred to a person not engaged in a competing business and in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer

GENERAL MEETINGS

23 1 For the purposes of Article 45 (1) (d) of the Model Articles proxies must be delivered to the Company one hour before the time of a General Meeting

23 2 If a meeting is adjourned pursuant to Article 38 of the Model Articles because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum, and Article 38 of the Model Articles shall be modified accordingly

POLLS

24 A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting and Article 44 of the Model Articles shall be modified accordingly.

DIRECTORS' BORROWING POWERS

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

DIRECTORS

26 1 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall be not less than two There will be no maximum number of Directors

26 2 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment

26 3 The office of Director shall be vacated if the Director in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director, and Article 18 of the Model Articles shall be modified accordingly

- 26 4 The holders of the majority of the nominal value of the "A" Ordinary Shares shall be entitled following consultation with the Board to appoint and remove a director of the Company (the "Investor Director") by notice in writing to the Company at its registered office.
- 26 5 The Investor Director shall be entitled to appoint any person willing to act, whether or not he is a Director following consultation with the Board to be his alternate director and such person need not be approved by resolution of the Directors and Article 17 of the Model Articles shall be modified accordingly

BOARD MEETINGS

- 27 1 Meetings of the Board of Directors shall take place no less frequently than once per calendar month and at least seven clear working days' notice of each meeting shall be given to each Director save that a meeting may be postponed or omitted by the written consent of a majority of the Directors
- 27 2 Any Director or his alternate may participate in a meeting of the Directors or a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participating in any such meeting in this manner shall be deemed to constitute presence at the meeting
- 27 3 Without prejudice to the obligation of any Director to disclose his interest in accordance with sections 177, 184 and 185 of the Act, a Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty and if he does so vote his vote shall be counted and he shall be counted in the quorum present at a meeting in relation to any such resolution

INDEMNITY

- 28 1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary, auditor or other officer of the Company shall be indemnified out of the assets of the Company against all losses, liabilities and costs which he may incur in the execution of his duties or the exercise of his powers, authorities and discretions including a liability incurred in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer of the Company in which judgment is given in his favour or in which he is acquitted or which otherwise end without a finding or admission of material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

28 2 The Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is an officer or employee, or former officer or employee, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirements benefits scheme or another trust in which an officer or employee or former officer or employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any liability which may lawfully be insured against by the Company