

COMPANY NUMBER: 01728085

**The Companies Acts 1985 to 1989
Public Company Limited by Shares**

**ARTICLES OF ASSOCIATION
of CHELSEA FINANCIAL SERVICES PLC**

**ADOPTED ON 16th SEPTEMBER 2010 AND AMENDED BY SPECIAL RESOLUTION PASSED ON
9/3/2020**

PRELIMINARY

- 1
- (a) Subject as hereinafter provided the Regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended and hereinafter called "Table A" shall apply to the Company
 - (b) The Articles hereinafter contained, together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company
 - (c) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment
 - (d) Any reference in these Articles to "Business Day(s)" shall mean a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business

INTERPRETATION

- 2 In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same"
- 2A 1 The share capital of the Company at the date of adoption of these Articles as the Articles of Association of the Company is £55,000 divided into 5,000,000 A Shares of 1p each and 500,000 B Shares of 1p each The A Shares and B Shares shall rank pari passu in all respects save that the holder of the B Shares ("the B Shareholders") shall have
- (a) no rights to dividend except on the occasion of and as part of the arrangements for the sale or flotation of the Company and after any such sale or flotation For the purposes of this article a sale shall only occur where Article 5A 1 applies and flotation shall mean the date of admission of the Company's Shares on the Official List of the London Stock Exchange or the grant of permission to deal in the same on the Alternative Investment Market of the London Stock Exchange or any other "recognised investment exchange" as that term is defined in the Financial Services and Markets Act 2000
 - (b) No rights as to voting and the B Shareholders shall not be entitled to attend or vote at any general meeting of the company

ALLOTMENT OF SHARES

- 3 Subject to the provisions hereinafter expressed, the Directors are authorised for the purposes of sections 80 and 89 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the

WEDNESDAY



R90MF7SW

RM

11/03/2020

#265

COMPANIES HOUSE

Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that -

- (i) save as provided in sub-paragraph (ii) below, the authority hereby given to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of adoption of these Articles,
- (ii) The Members in General Meeting may by Ordinary Resolution -
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the authority or renewed authority will expire,
 - (b) revoke or vary any such authority (or renewed authority), and
- (iii) notwithstanding the aforementioned provisions of sub-paragraphs (i) and (ii) the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired and as if Section 89(1) of the Act did not apply

Any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right

- 3A If the Company wishes to issue further A Shares, each of the holders of A Shares shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that the Company offers, by giving written notice to each respective holder of A Shares, that proportion of the A Shares proposed to be issued which the number of A Shares held by that holder bears to the total number of A Shares in issue at the time the Company gives its notice. Such offer shall state the number of A Shares to be issued and the price per share
- 3A 1 Each holder of A Shares may accept the offer by giving notice to the Company, at any time within 90 days following the Company's notice, accompanied by a banker's draft made payable to the Company in respect of full payment for the A Shares to be subscribed for
- 3A 2 Any A Shares referred to in the Company's offer, for which the holders of A Shares do not subscribe, may be issued by the Company as it thinks fit, provided that any such issue is completed within 25 Business Days after the expiry of the period under article 3A 1 within which each holder of A Shares may accept the Company's offer
- 4 Subject to Chapter VII of Part V of the Act and regulations of the Company, the Company may purchase its own shares (including redeemable shares) out of distributable profits or the proceeds of a fresh issue of shares
- 5 Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or, at the option of the Company or the shareholder are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution

determine, and whether out of distributable profits or the proceeds of a fresh issue of shares

5A 1 DRAG ALONG

5A 1 1 If the holder(s) of 80% of the shares in issue in the Company for the time being ("Selling Shareholder") wishes to transfer all of his interest in his shares ("Seller's Shares") to a bona fide arm's length purchaser ("Proposed Buyer"), the Selling Shareholder may require any other Shareholders in the Company ("Called Shareholders") to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article ("Drag Along Option") for the purposes of articles 5A 1 and 5A 7 "Business Day" means a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open for business

5A 1 2 The Selling Shareholder may exercise the Drag Along Option by giving written notice to that effect ("Drag Along Notice") at any time before the transfer of the Seller's Shares to the Proposed Buyer. The Drag Along Notice shall specify

- (a) that the Called Shareholders are required to transfer all their Shares ("Called Shares") pursuant to this article 5A 1,
- (b) the person to whom the Called Shares are to be transferred,
- (c) the consideration payable whether in cash and/or shares and/or debentures for the Called Shares which shall, for each Called Share, be an amount at least equal in value to the price per share offered by the Proposed Buyer for the Seller's, and
- (d) the proposed date of the transfer in accordance with article 5A 1 6 below

5A 1 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholder has not sold the Seller's Shares to the Proposed Buyer within 30 Business Days of the later of

- (a) the serving of the Drag Along Notice, or
- (b) the Minority A Shareholder deciding that he will not purchase the Seller's Shares pursuant to article 5A 1 6 below

The Selling Shareholder may serve further Drag Along Notices following the lapse of any particular Drag Along Notice

5A 1 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 5A 1

5A 1 5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Seller's Shares unless

- (a) all of the Called Shareholders and the Selling Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholder, or
- (b) that date is less than 5 Business Days after the later of either the date on which the Drag Along Notice is served or the Minority A Shareholder deciding that he will not purchase the Seller's Shares pursuant to article 5A 1 6, in

which case the Completion Date shall be a date on or after the 10th Business Day after the later of either the service of the Drag Along Notice or the Minority A Shareholder deciding that he will not purchase the Seller's Shares pursuant to article 5A 1 6

5A 1 6 The rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served save that any holder(s) for the time being of 10% of the A shares in issue in the Company (or his permitted assigns) ("Minority A Shareholder") shall be entitled upon service of a Drag Along Notice to purchase the Seller's Shares himself at the Fair Value determined in accordance with article 5A 8. The Minority A Shareholder shall have 90 days after the service of a Drag Along Notice to decide whether he intends to purchase the Seller's Shares and if he does so decide he shall serve written notice of the same on the Selling Shareholder ("Minority A Shareholder Acceptance") and the provisions of this article 5A 1 shall cease to apply and if he does not so decide the provisions of this article 5A 1 shall continue to apply with respect to the relevant Drag Along Notice. Where the Minority A Shareholder does so decide to purchase the Seller's Shares completion of such purchase shall be in accordance with article 5A 9 below (as applicable) as if a 'Minority A Shareholder Acceptance' were an 'Acceptance', a 'Minority A Shareholder' was a 'Continuing Shareholder' and the 'Selling Shareholder' was the 'Seller'. The proposed date of transfer under article 5A 1 2(d) cannot be prior to the expiration of the 90 day period to which the Minority A Shareholder is entitled under this article 5A 1 6 in order to decide whether he will purchase the Seller's Shares unless the Minority A Shareholder decides not to purchase the Seller's Shares, in which case the proposed date of transfer under article 5A 1 2(d) may be before the expiration of such 90 period.

5A 1 7 Within the later of

(a) 6 Business Days of the Selling Shareholder serving a Drag Along Notice on the Called Shareholders, or

(b) 6 Business Days of the Minority A Shareholder deciding that he will not purchase the Seller's Shares pursuant to article 5A 1 6

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 Proposed Buyer, the amounts they are due for their shares pursuant to clause article 5A 1 2(c) 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 pursuant to article 5A 1 2(c) in trust for the Called Shareholders without any obligation to pay interest.

5A 1 8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to article 5A 1 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 5A 1 in respect of their Shares.

5A 1 9 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 Shareholder to be the agent and attorney of such Called Shareholder to execute all or any 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 Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed 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 5A 1.

5A 1 10 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or on the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder shall then be bound to sell and transfer all the shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this clause 10 shall apply with the necessary changes to the New Shareholder, except that where the Completion Date has already occurred prior to deemed service of the relevant Drag Along Notice on the New Shareholder then completion of the sale of such Called Shares shall take place immediately on such Drag Along Notice being deemed served on the New Shareholder.

5B TAG ALONG

5B 1 Except in the case of transfers pursuant to article 5A 1, the provisions of article 5B 2 to article 5B 7 shall apply if the holder(s) for the time being of 10% of the A Shares in issue in the Company (or their permitted assigns) ("Minority Seller(s)") proposes to transfer all of his shares in the Company ("Proposed Transfer") which would, if carried out, result in any third party ("Buyer"), and any person Acting in Concert with the Buyer, acquiring all such shares in the Company.

5B 2 Subject to article 5B 5 below, the rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a Buyer or any person Acting in Concert with the Buyer pursuant to a Proposed Transfer or any transfer to an Accepting Shareholder (as defined in clause 5B 6 below) in accordance with this article 5B save that the holder(s) of 80% of the A Shares in issue in the Company for the time being (or his permitted assigns) ("Majority A Shareholder") shall be entitled to purchase all of the shares of the Minority Seller himself at the Fair Value determined in accordance with article 5A 8. The Majority A Shareholder shall have 90 days after deemed receipt of any Offer Notice (as defined in article 5B 4 below) to decide whether he intends to purchase all of the shares of the Minority Seller and if he does so decide he shall serve written notice of the same on the Minority Seller(s) ("Majority A Shareholder Acceptance") and the provisions of this article 5B shall cease to apply and if he does not so decide the provisions of this article 5B shall continue to apply. Where the Majority A Shareholder does so decide to purchase all the Minority Seller's shares completion of such purchase shall be in accordance with article 5A 9 below (as applicable) as if a 'Majority A Shareholder Acceptance' were an 'Acceptance', 'Majority A Shareholder' was a 'Continuing Shareholder' and 'Minority Seller' was a 'Seller'. The Sale Date under article 5B 4 cannot be prior to the expiration of the 90 day period to which the Majority A Shareholder is entitled under this article 5B 2 in order to decide whether he will purchase the shares of the Minority Seller unless the Majority A Shareholder decides not to purchase such shares, in which case the Sale Date under article 5B 4 may be before the expiration of such 90 day period.

5B 3 Before making a Proposed Transfer, the Minority Seller shall procure that the Buyer makes an offer ("Offer") to the other holder(s) of A Shares in issue in the Company to

purchase all of the 'A' Shares held by such holder(s) for a consideration in cash and/or shares and/or debentures per Share that is at least equal in value 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 ("Specified Price")

5B 4 The Offer shall be given by written notice ("Offer Notice"), no less than 90 days ("Offer Period") before the proposed sale date ("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 ("Offer Shares")

5B 5 If the Buyer fails to make the Offer to all holders of A Shares in the Company in accordance with articles 5B 3 and 5B 4 the Minority Seller(s) shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of A Shares effected in accordance with the Proposed Transfer and the pre-emption provisions set out in these Articles in relation to the A Shares shall apply once again

5B 6 If the Offer is accepted by any holder of A Shares in the Company (Accepting Shareholder(s)) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by the Accepting Shareholder(s)

5B 7 For the purposes of this article 5B "Acting in Concert" has the same meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time)

5A.2 TRANSFER OF B SHARES

5A 2 1 Except for a member who holds B Shares as a trustee of a trust for the benefit of employees of the Company ("Trust Shares"), if a member of the Company holding B Shares -

a) becomes a person who is not a director or employee of the Company or any subsidiary of the Company, or

b) dies or becomes mentally incapable, or

c) transfers or expresses an intention to transfer any legal or beneficial interest in B Shares (whether or not for consideration and whether or not in writing) otherwise than pursuant to Article 5A 1

a transfer notice ("Transfer Notice") for the purposes of this article 5A 2 and article 5A 3) shall be deemed to have been served on the Company on the date the event in question occurs in respect of all B Shares ("Transfer Shares") held by such member ("the Transferor") (except for any Trust Shares) immediately before such event.

5A 2 2 The Transfer Notice shall constitute the Company as the agent of the Transferor for the sale of the Transfer Shares at a price for each Transfer Share to be determined in accordance with the provisions of sub-clause 5 A 3 ("the Market Value")

5A 2 3 On the Market Value being fixed pursuant to clause 5 A 3 the Company shall by notice in writing offer the Transfer Shares at Market Value -

a) firstly to the A Shareholders pro rata according to their existing shareholdings

- b) any surplus of Transfer Shares not taken up pursuant to clause 5A 2 3a above shall be purchased by the Company pursuant to regulation 35 of table A and article 4 above

5A 2 4 The purchase of the Transfer Shares shall be concluded not later than sixty days after the occurrence of the event in question

5A 2 5 The Transferor shall be bound on payment of the Market Value to transfer the Transfer shares and to deliver up to the Company his certificate for the Transfer Shares

5A 2 6 If in any case the Transferor, after having become bound as aforesaid, defaults in transferring the Transfer Shares the Company may hold the Transfer Shares in trust for the Transferor and may authorise the transfer of the Transfer Shares to the transferee

5A 2 7 Subject to the provisions of article 5A 1 no transfer of any B Share in the capital of the Company shall be made or registered without the previous sanction of the directors who may without assigning any reason decline to give any such sanction

5A 3 MARKET VALUE

5A 3 1 The Market Value of the Transfer Shares shall be as specified in the Transfer Notice but if such value is not agreed by the Board then the Market Value of the Transfer Shares shall be the value as agreed between the Proposing Transferor and the Board within 14 days of the giving of the Transfer Notice to the Company failing which the Market Value shall be calculated on the basis of

- a) valuing the Sale Shares as on an arm's length sale between a willing seller and a willing buyer, and
- b) having regard to the fair value of the business of the Company as a going concern,
- c) taking full account of the rights and restrictions attached to the Transfer Shares including whether the Transfer Shares do or do not (taken as a whole) confer any right of control of the Company and discounting or enhancing by reference to the class of the Transfer Shares or the number thereof
- d) the valuation being as at the date of the giving of the Transfer Notice to the Company

CERTIFICATION OF MARKET VALUE

5A 3 2 The Market Value shall be certified by the Auditors, who shall act as experts and not as arbitrators and their decision shall be final and binding upon the parties

5A 3 3 If any difficulty shall arise in applying any of the assumptions or bases stated in article 5A 3 1 then such difficulty shall be resolved by the Auditors in such manner as they shall in their absolute discretion think fit

5A 3 4 The Company shall use its best endeavours to procure that the Auditor determines the Market Value within 21 days of being requested so to do

5A 3 5 The costs and expenses of the Auditor in determining the Market Value and of his appointment shall be borne equally by the Transferor and the Company

5A 4 TRANSMISSION OF SHARES

5A 4 Regulations 29 to 31 inclusively of Table A shall not apply upon the death of a B Shareholder

5A 5 TRANSFER OF 'A' SHARES

5A 5 1 No holder of A Shares in the capital of the Company shall sell, transfer, assign, pledge, charge or otherwise dispose of any A Share or any interest in any A Share or right attaching thereto, except as permitted by these Articles. Any reference in these Articles to a 'transfer' of A Shares shall incorporate the full meaning set out in this article 5A 5 1

5A 5 2 A holder of A Shares ("Seller") wishing to transfer 'A' Shares in the capital of the Company or any interest therein ("Sale Shares") shall give notice in writing ("Transfer Notice") to the other holder(s) of 'A' Shares excluding any Shareholder whose shares are, at the date of the Transfer Notice, the subject of a deemed Transfer Notice under article 5A 6 ("Continuing Shareholder(s)") specifying the details of the proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the proposed price for each Sale Share ("Proposed Sale Price") and each Continuing Shareholder's entitlement to the Sale Shares shall be his pro rata entitlement according to the Continuing Shareholder's then existing holding of 'A' Shares (his "Entitlement")

5A 5 3 The Continuing Shareholder(s) (or any of them if applicable) may, by giving notice in writing ("Price Notice") to the Seller at any time within 15 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within 10 Business Days of the Seller's receipt of a Price Notice, they (or any of them) shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 5A 8 (as defined in article 5A 8 2)

5A 5 4 If, following delivery to him of the Valuers' written notice in accordance with article 5A 8 1, the Seller does not agree with the Valuers' assessment of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholder(s) within five Business Days of delivery to him of the Valuers' written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these Articles

5A 5 5 Within 90 days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 90 days of receipt of the Valuers' determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with article 5A 5 4), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing ("Acceptance") to the Seller stating that he wishes to purchase his Entitlement to the Sale Shares at the Sale Price. The Continuing Shareholder may also in his Acceptance elect the Company to purchase his Entitlement to the Sale Shares at the Sale Price at which stage the directors of the Company will decide whether or not to purchase the Sale Shares at the Sale Price within 15 Business Days of the deemed receipt of such election. If the directors do so choose on behalf of the Company to purchase the Sale Shares the Company shall have all the rights of the Continuing Shareholder under this clause 4. If the Company does not choose to purchase the Sale Shares then the Continuing Shareholder(s) who elected the Company shall be deemed not to have accepted the Sale Shares. A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Entitlement ("Extra Shares")

5A 5 6 If, on the expiry of the relevant 90 day period referred to in article 5A 5 5, the total number of Sale Shares and Extra Shares applied for is the same or greater than the available number of Sale Shares, each accepting Continuing Shareholder shall be allocated his Entitlement only. If, the total number of Sale Shares applied for is less than the available number of Sale Shares, each accepting Continuing Shareholder

shall be allocated his Entitlement and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Continuing Shareholders applying for Extra Shares pro rata (or as nearly as may be) to their then existing holdings of 'A' Shares in the capital of the Company

5A 5 7 Completion of the purchase of those Sale Shares (or Extra Shares) accepted by the Continuing Shareholder(s) shall take place in accordance with article 5A 9

5A 5 8 In relation to any Sale Shares not accepted by the Continuing Shareholder(s) (and not bought back by the Company) under article 5A 5 5 the Seller shall be entitled to transfer those Sale Shares to any third party buyer at a price per Sale Share not less than the Sale Price

5A 5 9 "Sale Price" means the Proposed Sale Price or, following service of a Price Notice, the price per Sale Share determined in accordance with article 5A 5 3

5A 6 EVENTS OF DEFAULT

5A 6 1 A holder of A Shares in the capital of the Company is deemed to have served a Transfer Notice under article 5A 5 2 immediately before any of the following events of default

- (a) a bankruptcy order being made against him, or
- (b) he fails to remedy a material breach or persistent breaches by him of any provision of these Articles within 15 Business Days of notice to remedy the breach or breaches being served by any other holder of A Shares in the Company

5A 6 2 The deemed Transfer Notice has the same effect as a Transfer Notice, except that

- (c) the deemed Transfer Notice takes effect on the basis that it does not state a price for the shares and the Sale Price shall be the Fair Value of those shares, determined by the Valuers in accordance with article 5A 8,
- (d) the Seller does not have a right to withdraw the Transfer Notice following a valuation,
- (c) if the Continuing Shareholders do not accept the offer of shares comprised in the deemed Transfer Notice in full, the Seller does not have the right to sell the shares to a third party and the Company shall have the right to buy back the shares itself

5A 7 PERMITTED TRANSFERS OF 'A' SHARES

5A 7 1 In this article, 'Relative' in relation to a person means and includes

- (a) any wife, husband, widow, widower or civil partner, and
- (b) any parent or child,

of that person

5A 7 2 Any holder of 'A' Shares in the capital of the Company ("A Shareholder") may at any time transfer any of his 'A' Shares to any Relative of his

5A 7 3 The personal representatives of a deceased A Shareholder may transfer any of the shares registered in the name of such deceased A Shareholder (on his behalf) to any person who was a Relative of the deceased A Shareholder immediately prior to his death who is entitled to those shares under the deceased A Shareholder's will or on his intestacy

5A 7 5 Any A Shares may be registered in the name of one or more persons in their capacity as trustees or trustee of a will trust or settlement of a holder of A Shares in the Company and may only be transferred or appointed absolutely into the name of a Relative (whether or not in accordance with the exercise of any discretionary power) by virtue of the trusts of that will or settlement

5A 8 FAIR VALUE

5A 8 1 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

- (a) 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,
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- (c) the sale is to be on arms' length terms between a willing seller and a willing buyer,
- (d) the shares are sold free of all liens, charges and other encumbrances,
- (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value, and
- (f) any bona fide third party offer(s) for the Sale Shares made within one month prior to the date that the Valuers are requested to determine the Fair Value shall be taken into consideration by the Valuers when valuing the Sale Shares provided that any such offer(s) is not spurious

5A 8 2 For the purposes of this article 5A 8 "Valuers" means an independent firm of accountants appointed by the Seller and by the Continuing Shareholder(s) or, in the absence of agreement between them on the identity of the expert or its terms of appointment within 5 Business Days of the expiry of the 10 Business Day period under article 5A 5 3 following service of a Price Notice, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator)

5A 9 COMPLETION OF A SHARE PURCHASE

5A 9 1 Completion of the sale and purchase of shares under articles 5A 5 and 5A 6 of this agreement shall take place within 20 Business Days of an Acceptance being sent from the Continuing Shareholder(s) to the Seller as described in 5A 5 5, or some other time agreed between the Seller and the Continuing Shareholder(s)

5A 9 2 At such completion

- (a) the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an

indemnity in lieu thereof) and such other documents as the Continuing Shareholder(s) or the Company may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the Sale Shares, and

- (b) each relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller)

5A 9 3 Each of the Continuing Shareholders shall use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) the registration (subject to due stamping by the Continuing Shareholder(s)) of the transfers of the Sale Shares under this article 5A 9 and each of them consents to such transfers and registrations

GENERAL MEETINGS AND RESOLUTIONS

- 6
 - (a) Any proxy appointed by a member of the Company in accordance with Section 372 of the Act shall be entitled to vote on a show of hands as well as on a poll, provided that no person present shall be entitled to more than one vote on a show of hands save as provided in Regulation 50 of Table A
 - (b) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member
 - (c) Regulations 38 and 59 of Table A shall be modified accordingly
 - (d) Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. The Directors may at their discretion treat a facsimile transmission or other machine made copy of an instrument appointing a proxy as a proxy for the purposes of this Article. Regulation 62 of Table A shall be modified accordingly
- 7 A Resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a General Meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such a class meeting of the Company (as the case may be) duly convened and held. Any such Resolution may consist of several documents in the like form, each signed by one or more of the members or their attorneys (or in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative). Regulation 53 of Table A shall not apply to the company

APPOINTMENT OF DIRECTORS

- 8 Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be two
- 9
 - (a) The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company

- (b) No person shall be appointed a Director at any General Meeting unless either -
- (i) he is recommended by the Directors, or
 - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed
- (c) Subject to paragraph (b) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director
- (d) The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined by the Company in General Meeting as the maximum number of Directors for the time being in force
- (e) Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom

PROCEEDINGS OF DIRECTORS

- 10 Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a facsimile or telex number given by him to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.
- 11 All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.
- 12 (a) A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

- (a) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company

BORROWING POWERS

- 13 The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

DISQUALIFICATION OF DIRECTORS

- 14 The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly

GRATUITIES AND PENSIONS

- 15 In Regulation 87 of Table A there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company"

DIVIDENDS

- 16 No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company

NOTICES

- 17 (a) Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by post addressed to the Member at his registered address or by facsimile transmission or telex or other instantaneous means of transmission to a number provided by the Member for this purpose, or by leaving it at his registered address addressed to the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly
- (b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by facsimile transmission or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply

EXECUTION OF DOCUMENTS

- 18 The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. Any document signed by a Director and the Secretary of the Company or by two Directors of the Company and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution

of the Directors or a committee of the Directors Regulation 101 of Table A shall not apply to the Company

INDEMNITY

- 19 (a) The Company shall in accordance with Section 310(3) of the Act pay for any liability insurance and shall also indemnify any Director, Officer or Auditor of the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgement is given in his favour or he is acquitted in any connection with an application under Section 144(3) or (4) or Section 727 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
- (b) Regulation 118 in Table A shall not apply to the Company