

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

PRECISION LASER PROCESSING LIMITED

COMPANY NUMBER: 02918148

(Amended by Special Resolution passed on ~ 2023)

31 March

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
PRECISION LASER PROCESSING LIMITED

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 Act 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 7(2), 9(2), 14, 19(5), 24, 26(5), 28(3), 36 and 44(4) 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, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

2. DEFINED TERMS

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

"**Acceptance Period**" has the meaning given in Article 22.5(a)(ii);

"**Act**" means the Companies Act 2006;

"**Allocated Person**" has the meaning given in Article 22.8(a);

"**appointor**" has the meaning given in Article 5.1(a);

"**Company**" Precision Laser Processing Limited (company number 02918148);

"**Completion**" completion of the sale of the relevant Sale Shares in accordance with these articles;

"**Director**" a director of the Company, including any person occupying the position of director, by whatever name called;

"**Eligible Shareholders**" each Shareholder who is a Shareholder at the Transfer Notice Date (excluding the relevant Seller and any other Shareholder who at any time before that date has given (or is deemed to have given) a current Transfer Notice in respect of any Share or who is bound under these articles to give a Transfer Notice in respect of any Share);

"**Expert**" a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination

for a period of seven days, appointed on the application of any of the parties concerned by the President for the time being of the Institute of Chartered Accountants in England and Wales;

"Fair Price" the price per Sale Share agreed between the relevant Seller and the Company within 10 days after the Transfer Notice Date or, failing such agreement, the price determined by the Expert pursuant to Article 22.4.

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

"Issue Price" in relation to a share, the price at which that share issued (being the aggregate of the amount Paid in respect of the nominal value of that share and any share premium on that share);

"Paid" paid or credited as paid;

"Sale Notice" has the meaning given in Article 22.8(b);

"Sale Price" the price per Share at which the relevant Sale Shares are offered to the relevant Eligible Shareholders;

"Sale Shares" has the meaning given in Article 22.2(a);

"Seller" has the meaning given in Article 22.1.

"Shareholder" a person who is the holder of shares;

"shares" ordinary shares of £1 each in the Company;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 4 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"Total Sale Conditions" has the meaning given in Article 22.2(c);

"Transfer Form" an instrument of transfer of shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor;

"Transfer Notice" has the meaning given in Article 22.1;

"Transfer Notice Date" the date of the relevant Transfer Notice;

"Transfer Offer Notice" has the meaning given in Article 22.5;

"Transfer Proportions" in relation to the relevant Eligible Shareholders, in proportion (as nearly as possible without involving fractions) to the nominal value of the Shares held by them respectively at the Transfer Notice Date;

"Transmitee" a person entitled to a share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;

"**Unsold Shares**" has the meaning given in Article 22.12(b);

"**Unsold Shares Notice**" has the meaning given in Article 22.12; and

"**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.

1. PROCEEDINGS OF DIRECTORS

1.1 The maximum and minimum number of directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.

1.2 Subject to Article 1.3, 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.

1.3 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.

1.4 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.

2. UNANIMOUS DECISIONS

2.1 Whenever the minimum number of directors is one, the general rule about decision-making by the directors does not apply, and the sole director may take decisions without regard to any of the provisions of the Articles (including Model Article 11(2)) relating to directors' decision-making

2.2 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.

3. TERMINATION OF DIRECTOR'S APPOINTMENT

- 3.1 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.

4. 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.

5. ALTERNATE DIRECTORS

- 5.1 (a) Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:-
- (i) exercise that director's powers; and
 - (ii) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- (b) 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:-
- (i) identify the proposed alternate; and
 - (ii) 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.
- 5.2 (a) 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.
- (b) Except as these Articles specify otherwise, alternate directors:-
- (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their appointors; and
 - (iv) are not deemed to be agents of or for their appointors.
- (c) A person who is an alternate director but not a director:-
- (i) 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); and
 - (ii) 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).

No alternate may be counted as more than one director for such purposes.

- (d) 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.
- (e) 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".

5.3 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.

6. ISSUE OF SHARES

- 6.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 6.2 Article 6.1 does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.
- 6.3 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 6.4 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
- 6.5 The Company may by special resolution:
 - (a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
 - (b) subdivide its shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person; and
 - (c) reduce its share capital and any share premium account in any way.
- 6.6 In accordance with section 567 of the Act, sections 561 and 562 of the Act are excluded.

7. SHARE CERTIFICATES

- 7.1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds.
- (b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge.
- (a) No certificate may be issued in respect of shares of more than one class.
- (b) A member may request the Company, in writing, to replace:-

- (i) the member's separate certificates with a consolidated certificate; or
 - (ii) the member's consolidated certificate with two or more separate certificates.
 - (c) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so.
- 7.2 (a) Every certificate must specify:-
- (i) in respect of how many shares, of what class, it is issued;
 - (ii) the nominal value of those shares;
 - (iii) whether the shares are nil, partly or fully paid; and
 - (iv) any distinguishing numbers assigned to them.
- (b) Certificates must:-
- (i) have affixed to them the Company's common seal; or
 - (ii) be otherwise executed in accordance with the Companies Acts.

8. CONSOLIDATION OF SHARES

- 8.1 (a) This Article applies in circumstances where:-
- (i) there has been a consolidation of shares; and
 - (ii) as a result, members are entitled to fractions of shares.
- (b) The directors may:-
- (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
 - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.
- (c) 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.
- (d) 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.
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

9. DIVIDENDS

- 9.1 (a) Except as otherwise provided by these Articles or the rights attached to the shares, all dividends must be:-
- (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - (ii) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

- (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
 - (c) For the purpose of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.
- 9.2 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:
- (a) the terms on which the share was issued, or
 - (b) the provisions of another agreement between the holder of that share and the Company.

10. CAPITALISATION OF PROFITS

- 10.1 Subject to the Articles, the directors may:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise ('capitalised sum') to the persons who would have been entitled to it if it were distributed by way of dividend ('persons entitled') and in the same proportions.
- 10.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- 10.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 10.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 10.5 Subject to the Articles the directors may:
- (a) apply capitalised sums in accordance with Articles 10.3 and 10.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

11. WRITTEN RESOLUTIONS OF MEMBERS

- 11.1 (a) Subject to Article 11.1(b), 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.

- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
 - (i) a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
 - (ii) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 11.2 (a) Subject to Article 11.2(b), on a written resolution, a member entitled to vote has one vote in respect of each share held by him.
- (b) No member entitled to vote may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid.

12. NOTICE OF GENERAL MEETINGS

- 12.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
 - (i) 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
 - (ii) section 325(1) of the Act as to the giving of information to members entitled to vote regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member entitled to vote 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.

13. QUORUM AT GENERAL MEETINGS

- 13.1 (a) If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the 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.
- (b) If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the 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.
- (a) 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."

14. VOTING AT GENERAL MEETINGS

- 14.1 (a) Subject to Article 14.2 below, on a vote on a resolution at a general meeting on a show of hands:-
 - (i) each member entitled to vote who, being an individual, is present in person has one vote;

- (ii) if a member entitled to vote (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
 - (iii) if a corporate member entitled to vote 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.
 - (b) Subject to Article 14.2 below, on a resolution at a general meeting on a poll, every member entitled to vote (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.
- 14.2 No member entitled to vote 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.
- 14.3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:-
- "by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".
- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.
- 14.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

15. DELIVERY OF PROXY NOTICES

- 15.1 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.

16. COMMUNICATIONS

- 16.1 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.
- 16.2 (a) 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.
- (b) 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.

- 16.3 (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 16.3, no account shall be taken of any part of a day that is not a working day.

18. COMPANY SEALS

- 18.1 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.
- 18.2 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".

19. TRANSMISSION OF SHARES

- 19.1 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".

- 19.2 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.

20. WINDING UP

- 20.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for

the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

21. SHARE TRANSFERS

- 21.1 Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor".

22. SHARE TRANSFERS - VOLUNTARY

- 22.1 Any Shareholder who wishes to transfer any shares (the "**Seller**") shall give the Company notice in writing (the "**Transfer Notice**"). Once given the Transfer Notice shall be irrevocable.

- 22.2 The Transfer Notice shall specify:

- (a) the number of shares the Seller wishes to transfer (the "**Sale Shares**");
- (b) whether the Seller has received an offer from a third party for the Sale Shares and if so the identity of that third party and the price offered by that third party for the Sale Shares;
- (c) the price per share at which the Seller wishes to sell the Sale Shares; and
- (d) whether the Seller wishes to impose a condition that unless all the Sale Shares are sold none shall be sold (a "**Total Sale Condition**").

- 22.3 By giving the Transfer Notice, the Seller appoints the Company (acting by the Directors) as his agent with the power to sell the Sale Shares (with all rights attaching to them) in accordance with the provisions of these articles.

- 22.4 The Sale Price shall be the Fair Price. If the Fair Price is to be determined by an Expert:

- (a) the Company shall immediately instruct the Expert to determine the Fair Price on the basis which, in the Expert's opinion, represents a fair price for the Sale Shares at the Transfer Notice Date as between a willing seller and a willing buyer and, in making that determination, the Expert shall have no regard to the fact that the Sale Shares represent (if that is the case) a minority or majority interest in the share capital of the Company and can be subject to the compulsory transfer requirements of Articles ~~Error! Reference source not found.~~ and ~~Error! Reference source not found.~~; **23 and 24.**
- (b) the Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply;
- (c) the certificate of the Expert shall, in the absence of manifest error, be final and binding; and
- (d) the Company shall procure that any certificate required pursuant to this Article 22.4 is obtained as soon as possible and the cost of obtaining that certificate shall be borne equally by the Company and the Seller unless the Expert directs otherwise.

- 22.5 Within seven days of the Sale Price being agreed or determined in accordance with these articles, the Company shall give notice in writing (the "**Transfer Offer Notice**") to the Eligible Shareholders offering for sale the Sale Shares at the Sale Price. The Transfer Offer Notice shall specify:

- (a) that each Eligible Shareholder:
 - (i) is entitled to apply for some or all of the Sale Shares; and

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- (ii) shall, if he wishes to apply, have a period of 25 days from the date of the Transfer Offer Notice (the "**Acceptance Period**") within which to deliver his application for Sale Shares to the Company; and
 - (b) whether the Transfer Notice contained a Total Sale Condition.
- 22.6 Subject to Article 22.7, on the expiry of the Acceptance Period:
- (a) if the total number of Sale Shares applied for is equal to or less than the total number of Sale Shares, the Company:
 - (i) shall allocate to each Eligible Shareholder the number of Sale Shares he applied for; and
 - (ii) may allocate any remaining Sale Shares to itself (and it shall, subject to the Act, be entitled to acquire them); or
 - (b) if the total number of Sale Shares applied for is greater than the total number of Sale Shares, the Company shall allocate:
 - (i) the Sale Shares, in the Transfer Proportions, amongst the Eligible Shareholders who have applied for them (but without allocating to any Eligible Shareholder more Sale Shares than he applied for); and
 - (ii) any remaining Sale Shares, in the Transfer Proportions, to those Eligible Shareholders whose applications for Sale Shares have not yet been satisfied in full (but without allocating to any Eligible Shareholder more Sale Shares than he applied for) and any remaining Sale Shares shall be allocated by re-applying the provisions of this Article 21.6(b)(ii).
- 22.7 If the Transfer Notice contained a Total Sale Condition the Company shall not allocate any of the Sale Shares pursuant to Article 22.6 unless all of the Sale Shares can be so allocated.
- 22.8 If any of the Sale Shares are allocated by the Company pursuant to Article 22.6:
- (a) the persons to whom they are allocated (each an "**Allocated Person**") shall be bound to acquire the Sale Shares allocated to them on the terms on which they were offered for sale; and
 - (b) the Company shall immediately on allocating any Sale Shares give notice in writing (the "**Sale Notice**") to the Seller and to each Allocated Person specifying:
 - (i) the number of Sale Shares allocated to that Allocated Person and the aggregate price payable for those Sale Shares; and
 - (ii) the time, date and place of Completion (which shall be not less than seven and not more than 28 days after the date of the Sale Notice).
- 22.9 On Completion:
- (a) each Allocated Person (other than the Company) shall pay the purchase price in respect of the relevant Sale Shares:
 - (i) to the Seller; or
 - (ii) if the Seller is not present at Completion, to the Company to be held on trust (without interest) for the Seller (and the receipt of the Company for the purchase price shall be a good discharge to that Allocated Person (who shall not be bound to see to the application of it));

- (b) if the Company is an Allocated Person, it shall:
 - (i) pay the purchase price for the relevant Sale Shares to the Seller; or
 - (ii) if the Seller is not present at Completion, hold the purchase price for the relevant Sale Shares on trust (without interest) for the Seller; and
- (c) the Seller shall transfer the relevant Sale Shares to the relevant Allocated Person and deliver the relevant share certificates.

22.10 If the Seller defaults in transferring any Sale Shares to an Allocated Person pursuant to Article 22.9, the Company is unconditionally and irrevocably authorised to appoint any person as agent of the Seller to execute a Transfer Form for those Sale Shares in the name, and on behalf, of the Seller (and to do such other things as are necessary to transfer the relevant Sale Shares pursuant to this Article 21.1) and when that Transfer Form has been duly stamped:

- (a) where the Allocated Person is not the Company, the Company shall cause the name of that Allocated Person to become the Holder of those Sale Shares; or
- (b) where the Allocated Person is the Company, the Company shall cause those Sale Shares to be cancelled in accordance with the Act;

and after that, the validity of the proceedings shall not be questioned by any person.

22.11 Any money held on trust by the Company for the Seller in respect of any Sale Shares shall only be released to the Seller on production of the relevant share certificates (or an appropriate indemnity for any lost share certificates) for the Sale Shares that have been transferred to Allocated Persons.

22.12 If the Company cannot allocate all of the Sale Shares pursuant to Article 22.6, the Company shall immediately notify the Seller in writing (the **"Unsold Shares Notice"**). The Seller may within three months of the date of the Unsold Shares Notice:

- (a) if the Transfer Notice contained a Total Sale Condition, sell all (but not some only) of the Sale Shares; or
- (b) if the Transfer Notice did not contain a Total Sale Condition, sell all or any of the Sale Shares that have not been allocated pursuant to Article 22.6 (the **"Unsold Shares"**);

to any person at any price per Share which is not less than the Sale Price. The Directors may require the Seller to satisfy them that any transfer of Shares pursuant to this Article 22.12 is in pursuance of a sale in good faith for the consideration stated in the transfer and if they are not satisfied they may refuse to register the relevant Transfer Form.

23. SHARES MORTGAGED OR CHARGED BY WAY OF SECURITY

23.1 Notwithstanding anything to the contrary contained in these Articles, any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or other lending institution whether as agent and security trustee for a group of banks or lending institutions or otherwise, or to any nominee or any transferee of such a bank or lending institution (a **"Secured Institution"**).

23.2 Notwithstanding anything contained in these Articles and without prejudice to any restrictions required by law or statute, the directors shall promptly register any transfer of shares and may not suspend registration thereof where such transfer:

- (a) is to a Secured Institution;

- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares;
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company, or any of them, and no such shareholder shall have any right under these Articles or otherwise howsoever, to require such shares to be transferred to them whether for consideration or not.