

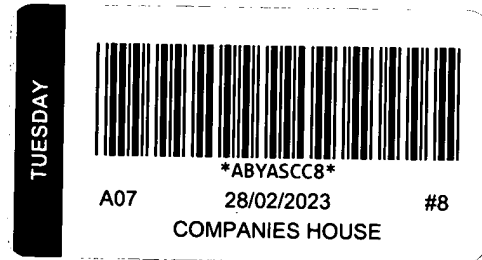
THE COMPANIES ACT 2006 PRIVATE

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

VICKERY HOLMAN LIMITED

(Adopted by special resolution  
passed on the 24<sup>th</sup> February  
2023)



1. PRELIMINARY

- (a) The regulations constituting Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) and as otherwise amended prior to the adoption of these Articles as they relate to a private company limited by shares ("**Model Articles**") shall apply to Vickery Holman Limited ("the Company") except in so far as they are excluded or varied by these Articles.
- (b) In these Articles the expression "Accounts Date" means 30 June.
- (c) In these Articles the expression "the Act" means the Companies Act 2006 as amended and in force prior to the adoption of these Articles.
- (d) In these Articles the expression "Financial Year" means an accounting reference period (as defined in section 391 of the Act) of the Company.
- (e) In these Articles the expression "Significant Interest" means an interest (within the meaning of the Act) in any shares conferring in total 25% or more of the total voting rights conferred by all the Shares from time to time and conferring the right to vote at all general meetings of the Company
- (f) Articles 6(2), 7, 11 to 14 (inclusive), 16, 17, 22, 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- (g) 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".
- (h) In Article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- (i) Articles 31(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".

## **2. ALLOTMENT OF SHARES**

(a) Shares which are comprised in the authorised share capital from time to time of the Company shall be under the control of the Directors who may (for the purposes of section 551 of the Act and to paragraphs (c) and (d) below) allot, grant options over or otherwise dispose of the same but only to persons who at the date of any such allotment, grant or other disposal shall be employees of the Company or any subsidiary company on such terms and in such manner as the Directors think fit.

(b) In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

(c) The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital from time to time of the Company at any time or times during the period of five years from the date of adoption of these Articles but only to persons who at the date of any such allotment or grant shall be employees of the Company or any subsidiary company and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 551) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

(d) The Directors shall not issue shares to any individual to the extent that if such shares were issued then that individual would hold more than 25 per cent. of the enlarged issued share capital of the Company.

## **3. SHARES**

(a) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

(b) The lien conferred by Article 3(a) above shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company.

(c) The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

(d) To give effect to a sale the Directors may authorise some person to

execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

(e) The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale

(f) If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

#### **4. GENERAL MEETINGS AND RESOLUTIONS**

(a) No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph (b) below, four persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

(b) If and for so long as the Company has less than four Members, then all the Members at such time (provided they are present in person or by proxy or if that Member is a corporation by a duly authorised representative) shall be a quorum.

(c) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

#### **5.**

(a) If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 168 and 510 of the Act.

(b) Any decision taken by a sole Member pursuant to paragraph (a) above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

(c) All decisions made at any meeting of the Directors shall be made only by resolution and resolutions at any meeting of the Directors shall be decided by a majority of votes.

## **6. APPOINTMENT AND RETIREMENT OF DIRECTORS**

(a) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. 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.

(b) At the first annual general meeting all the Directors shall retire from office, and at every subsequent annual general meeting one-third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Director who is subject to retirement by rotation, he shall retire.

(c) Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

(d) If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

(e) No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting unless—

(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 meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed or reappointed.

(f) Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors.

(g) Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.

(h) 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 fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

(i) Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

(j) In any case where as the result of the death of a sole Member of the Company, the Company has no Members and no Directors the personal representatives of such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to Article 6(i) above (and for the avoidance of doubt such appointment shall not be subject to the provisions of Article 6(e) above).

## **7. BORROWING POWERS**

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 551 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **8. ALTERNATE DIRECTORS**

(a) An alternate Director shall be entitled to receive notice of all meetings of Directors, to attend and vote at any such meeting at which the Director appointing him is not personally present and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may give notice in writing to the Company from time to time direct. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.

(b) Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

(c) A Director, or any such other person as is mentioned in Article 9(a) above, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every "Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one Director for the purpose of determining whether a quorum is present.

## 9. DIRECTORS' CONFLICTS OF INTERESTS

(a) The Directors may, in accordance with the requirements set out in this Article 9, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

(b) Any authorisation under this Article 9 will be effective only if:

- (i) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (ii) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- (iii) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

(c) Any authorisation of a matter under this Article may (whether at the time of giving the authority or subsequently):

- (i) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (ii) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;
- (iii) be terminated or varied by the Directors at any time.

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

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

- (i) disclose such information to the Directors or to any Director or other officer or employee of the Company;
- (ii) use or apply any such information in performing his duties as a Director;

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

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

- (i) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- (ii) is not given any documents or other information relating to the

Conflict;

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

(f) Where the Directors authorise a Conflict:

- (i) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;
- (ii) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

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

#### **10. DIRECTORS' DECLARATION OF INTERESTS**

(a) A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act.

(b) A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Acts, unless the interest has already been declared under paragraph (a).

(c) Subject, where applicable, to the disclosures required under the above paragraphs, and to any terms and conditions imposed by the Directors in accordance with Article 10, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

(d) A Director need not declare an interest:

- (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interest of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
- (ii) if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or

- (iii) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

## **11. GRATUITIES AND PENSIONS**

(a) The Directors may exercise the powers of the Company conferred by Clause 3 ((ii) (s) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) The Directors shall not provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, nor for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him.

## **12. INDEMNITY**

(a) Subject to the Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.

(b) The Company may buy and maintain insurance against any liability falling upon its Directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

## **13. TRANSFER OF SHARES**

(a)

- (i) The Directors may in their absolute discretion cause the Company to instruct the Accountants for the time being of the Company to certify in writing the sum which in their opinion represents the fair



value of all the issued shares in the Company based on the statutory accounts for the preceding Financial Year. An instruction for the valuation may be placed in the period 1 April to 30 June on a biennial basis and the costs of such valuations shall be borne by the Company;

(ii) If:

- there has not been a valuation of the issued shares in the Company in the preceding 12 months; or
- another Accounts Date has passed since the previous valuation

any Member may by notice in writing to the Directors require the Directors to cause the Company to instruct (which they shall do within fourteen days following receipt of such notice) the Accountants for the time being of the Company to certify in writing the sum which in their opinion represents the fair value of all the issued shares in the Company as at the date of such instruction and the costs of such valuation shall be borne by the Member requiring such valuation who shall be liable to indemnify the Company in respect of such costs;

(iii) In certifying the fair value as aforesaid the Accountants shall be deemed to be acting as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration shall not apply;

(iv) Upon receipt of the certificate of the Accountants the Company shall by notice in writing inform all Members of the valuation which shall be the fair value of the shares at the relevant instruction date unless any Member or Members give notice in writing to the Company within one month after the date of the Company's said notice that they are dissatisfied with the valuation whereupon the Company will within fourteen days following the end of such period of one month instruct (at the expense of such dissatisfied Member or Members who shall be liable (jointly and severally if more than one) to indemnify the Company in respect of the expense thereby incurred by the Company) an independent firm of Chartered Accountants ("**the Independent Accountants**") to certify in writing the sum which in their opinion represents the fair value of all the issued shares in the Company as at the relevant date. The identity of the Independent Accountants shall be agreed between the Directors and such dissatisfied Member or Members and if there shall be failure to agree upon the Independent Accountant within fourteen days following the expiration of the period of one month above referred to the matter shall be referred on the application of either the Company or any such dissatisfied Member to the President for the time being of the Institute of Chartered Accounts in England and Wales and his nomination of the Independent Accountants shall be final and binding on the Company and such dissatisfied Member or Members;

(v) Following a determination of the fair value of the shares in the Company pursuant to the foregoing provisions such value shall be used to establish the price of any shares transferred pursuant to the following provisions of this Article 13 until a subsequent determination is made under the above provisions unless an alternative price applies pursuant to the rules of an option scheme of the Company.

(b) The right to transfer or otherwise dispose of any share or any interest in or arising from a share (an option or other like right to acquire any share (whether by subscription or otherwise) being deemed to be an interest in a share for this purpose) shall be subject to the following restrictions and provisions of this Article.

(c) Any person ("**the Proposing Transferor**") proposing to transfer any shares (and a person who is deemed to have given a Transfer Notice under this Article shall also be a "**Proposing Transferor**") shall give notice in writing ("**the Transfer Notice**") to the Company that he desires to transfer such shares. The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of all (but not some of) the shares comprised in the Transfer Notice to any person willing to purchase such shares in accordance with these Articles ("**the Purchasing Member**"). A Transfer Notice shall not be revocable except with the sanction of the Directors.

(d)

(i) Subject to paragraph (ii) below, the shares comprised in any Transfer Notice given pursuant to paragraph (c) above shall be offered to the Members (other than the Proposing Transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing ("**the Offer Notice**") within seven days after the receipt of the Company of the Transfer Notice. The Offer Notice shall state the price per share and shall limit the time in which the offer may be accepted, being not less than twenty-one days nor more than forty-two days after the date of the Offer Notice. The price for each share comprised in the Transfer Notice shall be its value as a rateable proportion of the fair value of all the issued shares in the Company as determined in accordance with paragraph (a) and shall not be discounted or enhanced by reference to the number of shares referred to in the Transfer Notice. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice shall further invite each Member to state in his reply the number of additional shares (if any) (in excess of his proportion) which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by such claimants respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, such shares shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard to them, and the lots shall be drawn in such manner as the Directors may think fit.

(ii) The Directors may in their absolute discretion resolve to purchase all or any of the shares comprised in a Transfer Notice or Deemed Transfer Notice (subject always to the provisions of the 2006 Act) in which case the balance of shares not being purchased by the Company (if any) shall be offered to the Members in accordance with paragraph (d)(i) and, in addition, the Company has the right to purchase any shares (to the extent possible pursuant to the Act) not purchased by Members under paragraph (d)(i).

(e) If purchasers (Purchasing Members and/or the Company) have been found for all the shares comprised in the Transfer Notice within the period specified in accordance with paragraph (d) above, the Company shall not later than seven days after the expiry of such period given notice in writing ("**the Sale Notice**") to the Proposing Transferor specifying the purchasers and the Proposing Transferor shall be bound to transfer the shares to them otherwise, if purchasers have not been found for all such shares then the Proposing Transferor shall not be bound to transfer any of the shares which are the subject of the Transfer Notice.

(f) If in any case the Proposing Transferor after having become bound to transfer shares in accordance with this Article makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account.

(g) If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

(h) A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.

(i) A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

(j) In the application of Articles 13(g) to 13(i) (inclusive) to the Company:-

(i) any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a Transfer Notice and shall not be entitled in respect of any share to be registered himself or to execute a transfer;

(ii) if a person so becoming entitled shall not have given a Transfer Notice in respect of any share within three months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice ("Notice A") requiring such person within thirty days of such notice to give a Transfer Notice in

respect of all the shares to which he has so become entitled and for which he has not previously given a Transfer Notice and if he does not do so he shall at the end of such thirty days be deemed to have given a Transfer Notice (a "**Deemed Transfer Notice**") pursuant to Paragraph (c) of this Article relating to those shares in respect of which he has still not done so and the date of such Deemed Transfer Notice shall be the date the Directors give Notice A.

(k) Whenever any Member of the Company who is employed by the Company or any subsidiary company in any capacity (whether or not he is also a Director) ceases to be employed by the Company or any subsidiary company otherwise than by reason of his death the Directors may at any time not later than three years after his ceasing to be employed resolve that such Member shall transfer his shares, and he shall then (unless he has already served a Transfer Notice) be deemed to have served a Transfer Notice (also a "**Deemed Transfer Notice**") in respect of his shares pursuant to paragraph (c) of this Article. Notice ("**Notice B**") of the passing of any such resolution shall immediately be given to the Member affected and the date of the Deemed Transfer Notice under this paragraph shall be the date the Directors give Notice B.

(l) If for whatever reason a Member holds more than 25 per cent. of the total issued share capital of the Company (25 per cent. being "**the Maximum Shareholding**") such Member shall be deemed to have served a Transfer Notice (also a "Deemed Transfer Notice") pursuant to paragraph (c) and such Deemed Transfer Notice shall be in respect of the minimum number of shares which need to be transferred in order to bring the relevant Member's shareholding down to or just below the Maximum Shareholding. The date of such Deemed Transfer Notice shall be the date on which the Company gives notice to the Member that their shareholding is above the Maximum Shareholding and that the provisions of this paragraph apply.

(m)

(i) For the purposes of this paragraph the expression:

- (a) "**Minor Transfer**" shall apply to a proposed transfer pursuant to a Transfer Notice or a Deemed Transfer Notice where 2 per cent. or less of the total issued share capital of the Company at the date thereof is comprised in such Transfer Notice or Deemed Transfer Notice
- (b) "**Significant Transfer**" shall apply to a transfer pursuant to a Transfer Notice or a Deemed Transfer Notice where: (1) more than 2 per cent. of the total issued share capital of the Company at the date thereof is comprised in such Transfer Notice or Deemed Transfer Notice and; (2) the transfer forms more than one transfer ("**a Series of Transfers**") by the same Proposing Transferor within a period of twelve months where the aggregate number of shares comprised in a Series of Transfers is more than 2 per cent. of the total issued share capital of the Company at the date of the last of such transfers;
- (c) "**Major Transfer**" shall apply to a transfer pursuant to a Transfer Notice or a Deemed Transfer Notice where 15 per cent. or more of the total issued share capital of the Company at the date thereof is comprised in such Transfer Notice or Deemed

Transfer Notice and:

(ii) in the case of a Minor Transfer or where shares are being transferred following the death or permanent disability of a Member or dismissal of a Member from the Company or any subsidiary company by reason of his or her redundancy (whether or not the transfer is a Significant Transfer) the price to be paid to the Proposing Transferor for the shares comprised in the Transfer Notice or Deemed Transfer Notice shall be paid at the expiration of 28 days from the date of the transfer of the shares and in the case of any other Significant Transfer the price shall be paid to the Proposing Transferor by three equal instalments, as follows:

(a) the first to be paid by each purchaser to the Proposing Transferor at the time when the Proposing Transferor transfers the shares to that purchaser or in the case of a Series of Transfers at the time when the Proposing Transferor transfers the shares in the last transfer in the series to that purchaser; and

(b) the second and third instalments to be paid on the first and second anniversaries of the due date for payment of the first of such instalments.

(iii) in the case of a Major Transfer the price to be paid to the Proposing Transferor for the shares comprised in the Transfer Notice or Deemed Transfer Notice shall be paid at the expiration of 28 days from the date of the transfer of the shares and in the case of any other Significant Transfer the price shall be paid to the Proposing Transferor by five equal instalments, as follows:

(a) the first to be paid by each purchaser to the Proposing Transferor at the time when the Proposing Transferor transfers the shares to that purchaser or in the case of a Series of Transfers at the time when the Proposing Transferor transfers the shares in the last transfer in the series to that purchaser; and

(b) the second, third, fourth and fifth instalments to be paid on the first, second, third and fourth anniversaries of the due date for payment of the first of such instalments.

(i) The Directors may, in their absolute discretion and without assigning any reason therefore, veto the purchase of any shares by a purchasing Member under any of the above terms by giving written notice to that effect to the purchasing Member in question and the Proposing Transferor within seven days after the expiry of the period of acceptance specified in the Offer Notice given in accordance with Paragraph 13(d) above;

(ii) Within 7 days following notification of such veto the Proposing Transferor may (where the Offer Notice resulted from a Transfer Notice which is not also a Deemed Transfer Notice) by notice in writing to the Directors cancel the transfer of all shares comprised in the Transfer Notice.

(n) The Directors may, in their absolute discretion and without assigning any reason therefore, accelerate the payment schedule in relation to a Minor

Transfer, a Significant Transfer or a Major Transfer.

(o) No share and no interest or right in or arising from any share may be sold, transferred or otherwise disposed of to any person save in accordance with the foregoing provisions of this Article. If the said foregoing provisions shall be infringed the holder of the share or shares concerned shall, unless the Directors otherwise determine, be deemed to have given, on the date on which the Directors became aware of such infringement, a Transfer Notice in respect of all the shares of which such person is then holder.

(p) References in this Article 13 to "Transfer Notice" shall be deemed to include a reference to "Deemed Transfer Notice".

#### 14. DRAG ALONG

(a) If Members holding 75% in nominal value of the shares (the **Selling Members**) wish to transfer all their interest in their shares (the **Transferring Shares**) to a bona fide arm's length buyer (the **Buyer**), the Selling Members have the option (the **Drag Along Option**) to require all the other Members (the **Called Members**) to sell and transfer all their shares (the **Called Shares**) to the Buyer or as the Buyer may direct, in accordance with these Articles.

(b) The Selling Members may exercise the Drag Along Option by giving written notice at any time before the transfer of their shares to the Buyer (the **Drag Along Notice**). A Drag Along Notice must state that the Called Members are required to transfer all the Called Shares to the Buyer under this Article, the identity of the Buyer, the consideration payable and the proposed date of transfer.

(c) A Drag Along Notice once issued is irrevocable but will lapse if for any reason there is no sale of the Selling Members' shares to the Buyer within 21 business days after the date of service of the Drag Along Notice. The Selling Members are entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

(d) The consideration (in cash or otherwise) for which the Called Members are obliged to sell each Called Share will be the same as that attributed by the offer from the Buyer for the shares held by the Selling Members (the **Equivalent Consideration**).

(e) Completion of the sale of the Called Shares will take place on the same date as the date proposed for the completion and sale of the Selling Members unless:

(i) all of the Called Members and the Selling Members agree otherwise or

(ii) that date is less than three business days after the Drag Along Notice, in which case it must be deferred until the third business day after the Drag Along Notice.

(f) The rights of pre-emption set out in these Articles do not arise on any transfer of shares to a Buyer (or as he may direct) as a result of a duly served Drag Along Notice.

(g) If any Called Member fails to carry out the sale of any of his Called Shares on the date specified in the Drag Along Notice, the Directors may authorise some person to execute a transfer of the Called Shares in question to the Buyer and the Company may give a good receipt for the purchase price

of these Called Shares and may register the Buyer as the holder of these Called Shares and issue to it certificates for the Called Shares at which point the Buyer becomes entitled to the Called Shares.

(h) As soon as a person, following the issue of a Drag Along Notice, becomes a Member pursuant to the exercise of a pre-existing option to acquire shares in the Company (a New Member) a Drag Along Notice is deemed to have been served on the New Member on the same terms as the previous Drag Along Notice. The New Member is immediately bound to sell and transfer all the shares acquired by him to the Buyer or as the Buyer may direct and the provisions of Article 14 will apply in exactly the same way to the New Member except that completion of the sale of those shares will take place immediately on the Drag Along Notice being deemed served on the New Member.

## 15. TAG-ALONG RIGHTS

(a) If at any time any Member(s) of the Company (the **Proposed Sellers**) propose to sell, in one or a series of related transactions, a Significant Interest in the Company to any person the Proposed Sellers may only sell shares held by them if they comply with the provisions of this Article 15.

(b) The Proposed Sellers shall give written notice (the **Proposed Sale Notice**) of such sale to the other members of the Company at least 28 days prior to the date of sale. The Proposed Sale Notice shall set out the identity of the proposed buyer (the **Proposed Tag-along Buyer**), the proposed date of sale, the number of shares proposed to be purchased by the Proposed Tag-along Buyer (or the maximum number of shares which he is prepared to purchase), the proposed purchase price per share (the **Tag-along Sale Price**) and all other material terms and conditions of transfer and payment.

(c) Any recipient of the Proposed Sale Notice shall be entitled by written notice (the **Tag-along Notice**) given to the Proposed Sellers within 14 days of receipt of the Proposed Sale Notice, to require the Proposed Sellers to refrain from selling the Significant Interest unless the Proposed Sellers procure that the Proposed Tag-along Buyer purchases all of the shares held by such member for a consideration equal to the Tag-along Sale Price and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice.

(d) If any Member serves a Tag-along Notice, the Proposed Sellers shall not sell their shares to the Proposed Tag-along Buyer unless they procure that the Proposed Tag-along Buyer simultaneously acquires those shares specified in the Tag-along Notice for a consideration equal to the Tag-along Sale Price per share and on the same terms.

(e) If any Member fails to serve a Tag-along Notice within the period set out in Article 15(c) then such member shall be deemed to have declined his rights under this Article 15.

(f) The rights of pre-emption set out in these Articles do not arise on any sale of a Significant Interest under this Article 15.

**Significant Interest** an interest (within the meaning of the Act) in any shares conferring in total 25% or more of the total voting rights conferred by all the Shares from time to time and conferring the right to vote at all general meetings of the Company.