

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
RESOLUTIONS
OF
EMW GROUP LIMITED (THE "COMPANY")

FRIDAY



The following resolutions were duly passed as written resolutions of the Company on 30th January 2020. The resolutions were passed as Ordinary and Special Resolutions where indicated.

ORDINARY RESOLUTIONS

- 1 THAT the 4 issued Ordinary shares of £1.00 each in the capital of the Company be and they are hereby sub-divided into 400 Ordinary shares of £0.01 each.
- 2 THAT, subject to the passing of Resolutions 1 above and 3, 4 and 5 below, the 400 issued Ordinary shares of £0.01 each in the capital of the Company be and they are hereby re-designated as 400 A Ordinary shares of £0.01 each, having the rights and being subject to the restrictions set out in the new articles of association of the Company adopted pursuant to Resolution 5 below.
- 3 That, subject to the passing of Resolutions 1 and 2 above and 4 and 5 below, in accordance with section 551 of the 2006 Act, the directors be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company ("**Rights**") up to an aggregate nominal amount of £33,554.40, being inclusive of all issued shares as at the date this Resolution is passed, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date this Resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

SPECIAL RESOLUTIONS

- 4 THAT, subject to the passing of Resolutions 1, 2 and 3 above and 5 below, in accordance with section 570 of the 2006 Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by Resolution 3, being inclusive of all issued shares as at the date this Resolution is passed, as if section 561 of the 2006 Act did not apply to any such allotment, provided that this power shall:
 - 4.1 be limited to the allotment of equity securities up to an aggregate nominal amount of £33,554.40; and
 - 4.2 expire on the fifth anniversary of the date this Resolution is passed (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after

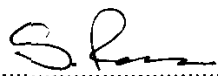
such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

5 THAT, subject to the passing of Resolutions 1, 2, 3 and 4 above, the articles of association attached (the "**New Articles**") be and they are hereby approved and adopted as the New Articles of the Company, in substitution for and to the exclusion and deletion of:

5.1 the existing articles of association; and

5.2 the relevant provisions of the memorandum of association of the Company that would otherwise be treated as provisions of the articles of association under section 28 of the Companies Act 2006.

Signed as a record of the Resolution



.....
For and on behalf of EMW Secretaries Limited
Secretary

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

EMW GROUP LIMITED (the "Company")

Company Number 03158119

(Adopted by special resolution passed on 30 January 2020)

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

"Accepting Offeree" shall have the meaning ascribed to that term in article 21.5.2;

"Act" means the Companies Act 2006;

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"Actual Working Capital" means Working Capital as at the end of the Relevant Financial Year as derived from the relevant Final Accounts;

"Adoption Date" means the date of adoption of these Articles;

"Allocation Notice" shall have the meaning ascribed to that term in article 18.10;

"Applicant" shall have the meaning ascribed to that term in article 18.10;

"Appointor" shall have the meaning ascribed to that term in article 11.1;

"Articles" means the Company's articles of association for the time being in force;

"Article 21 Seller" shall have the meaning ascribed to that term in article 21.2;

"A Share Bidco" means EMW Leamington Limited, company number 12374308;

"A Share Debt" means the principal, capital or nominal amount of any indebtedness outstanding as at the end of the Relevant Financial Year for or in respect of:

- (a) monies borrowed from any Group Company or any bank or other financial institution, the LLP or other third party by A Share Subsidiary or A Share Bidco including under finance or hire purchase agreements but excluding any inter group debt as between A Share Subsidiary and A Share Bidco;
- (b) monies borrowed from any Shareholder, bank or other financial institution by the Company or A Share Bidco in respect of its investment in or acquisition of A Share Subsidiary;
- (c) corporation tax of A Share Subsidiary or A Share Bidco; and
- (d) consideration owing by the Company or A Share Bidco pursuant to the Sale Agreement,

as derived from the Final Accounts in respect of the Relevant Financial Year;

"A Shareholder" means a holder of A Shares from time to time;

"A Shares" the A ordinary shares of £0.01 each in the capital of the Company having the rights set out in the Articles;

"A Share Subsidiary" means Stanley Tax Associates Ltd, company number 07691766;

"A Share Subsidiary EBITDA" means earnings before interest, taxation, depreciation and amortisation of A Share Subsidiary as derived from the Final Accounts in respect of the Relevant Financial Year;

"A Share Subsidiary Multiple" means 3.5 multiplied by A Share Subsidiary EBITDA;

"Bad Leaver" means a Shareholder who ceases to be a member of the LLP or employee of A Share Subsidiary who is not a Good Leaver;

"Bad Leaver Relevant Financial Year" means (a) if the Termination Date occurs in the first 6 months of a financial year of the Group, the financial year of the Group ending immediately preceding the Termination Date; or (b) if the Termination Date occurs in the second 6 months of a financial year of the Group, the financial year of the Group during which the Termination Date occurs;

"Business Day" means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business;

"Buyer" shall have the meaning ascribed to that term in article 21.1;

"Called Securities" shall have the meaning ascribed to that term in article 22.2.1;

"Called Shareholders" shall have the meaning ascribed to that term in article 22.1;

"Cash" means cash on hand or standing to the credit of an account with any bank or other financial institution of A Share Subsidiary or A Share Bidco at the end of the Relevant Financial Year as derived from the relevant Final Accounts;

"Class Loan Notes" means loan notes issued by the Company pursuant to the Class Note Instrument to which they relate;

"Class Note Instrument" means a loan note instrument entered into by the Company from time to time and referencing in its title and/or description a class of Shares to which it relates;

"Class Offer Period" shall have the meaning ascribed to that term in article 18.8;

"Class Offer Shareholders" means holders of Class Offer Shares;

"Class Offer Shares" means Shares of the same class as the Sale Shares;

"Conflict" shall have the meaning ascribed to that term in article 7.1;

"Control" means, in relation to a body corporate, the power of a person to secure that the affairs of that body corporate are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, or the possession of voting power; or
- (b) as a result of any powers conferred by the articles of association or any other document,

and a **"Change of Control"** occurs if a person who controls a body corporate ceases to do so or if another person acquires Control of it;

"Deemed Transfer Notice" means a Transfer Notice that is deemed to have been served under any provisions of these Articles;

"Directors" means the directors of the Company from time to time;

"Drag Along Notices" shall have the meaning ascribed to that term in article 22.2;

"Drag Along Option" shall have the meaning ascribed to that term in article 22.1.

"eligible director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

"Excess Securities" shall have the meaning ascribed to that term in article 16.5.3;

"Fair Value" means in relation to shares, as determined in accordance with article 19;

"Final Accounts" means, in respect of a financial year of the Group, the final annual accounts of each Group Company;

"First Unallocated Applications" shall have the meaning ascribed to that term in article 18.15.2;

"Good Leaver" means a Shareholder who:

- (a) dies;
- (b) ceases to be a member of the LLP or employee of A Share Subsidiary by virtue of retirement at normal retirement age;
- (c) ceases to be a member of the LLP or employee of A Share Subsidiary by virtue of retirement from work generally on or after his sixty second birthday;
- (d) ceases to be a member of the LLP or employee of A Share Subsidiary by virtue of mental or physical ill health determined by two medical reports from independent medical specialists as being unable to perform all or substantially all of his duties as a member of the LLP for a period of at least 12 months; or
- (e) ceases to be a member of the LLP or employee of A Share Subsidiary and in respect of whom the Directors designate, acting in their absolute discretion, a Good Leaver;

"Group" means 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 from time to time and Group Company shall be construed accordingly;

"Group Offeror Applications" shall have the meaning ascribed to that term in article 18.14.2;

"Group Offerors" shall have the meaning ascribed to that term in article 18.14.1;

"Group Offeror Stapled Sale Securities" shall have the meaning ascribed to that term in article 18.14.1;

"Independent Expert" means the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Company (in each case acting as an expert and not as an arbitrator);

"Interested Director" shall have the meaning ascribed to that term in article 7.1;

"LLP" means EMW Law LLP, company number OC309126;

"Mandatory Offeree" shall have the meaning ascribed to that term in article 21.3;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles;

"Monthly Working Capital" means Working Capital at the end of the month in respect of which it is calculated, as derived from the relevant management accounts of A Share Subsidiary and of A Share Bidco;

"New Shareholder" shall have the meaning ascribed to that term in article 22.10;

"Offer" shall have the meaning ascribed to that term in article 21.3;

"Offeree" shall have the meaning ascribed to that term in article 16.4;

"Offer Notice" shall have the meaning ascribed to that term in article 21.4;

"Offer Period" shall have the meaning ascribed to that term in article 21.4;

"Proportionate Amount" means in relation to a Transfer Notice or Deemed Transfer Notice, the proportion that the Sale Shares to which it relates bear to all of the Shares of the same class held by the Seller;

"Proposed Buyer" shall have the meaning ascribed to that term in article 22.1;

"Proposed Transfer" shall have the meaning ascribed to that term in article 21.1;

"Relevant Class" shall have the meaning ascribed to that term in article 16.4;

"Relevant Class Waiver" means the written approval of the holders of not less than 75% by nominal value of Shares of the Relevant Class that the offer required pursuant to article 16.4 is to be waived in relation to the proposed allotment in question;

"Relevant Dividends" means the aggregate of all dividends paid on the A Shares after the end of the Relevant Financial Year but prior to the date of sale of the Sale Shares in question;

"Relevant Financial Year" means (a) in relation to a Bad Leaver, the Bad Leaver Relevant Financial Year; and (b) in all other cases, the most recent financial year of the Group ending prior to the service of the relevant Transfer Notice or Deemed Transfer Notice;

"Relevant Securities" any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date, other than the Warehoused Shares;

"Residual Sale Securities" shall have the meaning ascribed to that term in article 18.8;

"Sale Agreement" means the share purchase agreement entered into on or about the Adoption Date pursuant to which A Share Bidco acquires or acquired the entire issued share capital of A Share Subsidiary;

"Sale Date" shall have the meaning ascribed to that term in article 21.4;

"Sale Shares" shall have the meaning ascribed to that term in article 18.2;

"Second Unallocated Applications" shall have the meaning ascribed to that term in article 18.15.3;

"Seller" shall have the meaning ascribed to that term in article 18.2;

"Sellers' Securities" shall have the meaning ascribed to that term in article 22.1;

"Selling Shareholders" shall have the meaning ascribed to that term in article 22.1;

"Shares" means shares in the capital of the Company (of whatever class) (and reference to a "Share" shall be construed accordingly);

"Stapled Notes" means, in relation to the Sale Shares in question, any Class Loan Notes relating to them held by the Seller;

"Stapled Sale Notes" means the Proportionate Amount of the Stapled Notes, rounded down to the nearest whole number, and each a **"Stapled Sale Note"**;

"Stapled Sale Securities" means the Sale Shares in question and any Stapled Sale Notes, and **"Stapled Sale Security"** means any such Sale Share or Stapled Sale Note;

"Target Working Capital" means the aggregate of Monthly Working Capital for each month of the Relevant Financial Year divided by 12;

"Termination Date" means the date upon which a Shareholder ceases to be a member of the LLP or employee of A Share Subsidiary;

"Transfer Notice" means a notice in writing given by any shareholder where the shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any Shares;

"Transfer Notice Window" means, during each calendar year, the period commencing on delivery by the Company of the Final Accounts to the Shareholders and expiring 3 months thereafter;

"Transfer Price" shall have the meaning ascribed to that term in article 19.1;

"Warehoused Shares" means up to 176,602 A Shares unissued as at the Adoption Date;

"Working Capital" means trade debtors of A Share Subsidiary less the aggregate of trade creditors, VAT, PAYE and other creditors and accruals of A Share Subsidiary and of A Share Bidco as at the date to which it is calculated but specifically excluding Cash, work in progress and A Share Debt.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Article 7 of the Model Articles shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.11.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".

1.14 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles,” after the words “the transmittee’s name”.

1.15 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:

1.15.1 another person (or its nominee), by way of security or in connection with the taking of security; or

1.15.2 its nominee.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

2 DIRECTORS UNANIMOUS DECISIONS

2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

2.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

3 CALLING A DIRECTORS’ MEETING

3.1 Any director may call a directors’ meeting by giving not less than 7 Business Days’ notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

4 QUORUM FOR DIRECTORS’ MEETINGS

4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any three eligible directors.

4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director’s conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

5 DIRECTORS' MEETINGS CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting does not have a casting vote.

6 DIRECTOR TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

6.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 6.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 6.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 6.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 6.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7 DIRECTORS' CONFLICTS OF INTEREST

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **"Interested Director"**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**"Conflict"**).

7.2 Any authorisation under this article 7 will be effective only if:

- 7.2.1 the matter in question shall have been proposed by any director for consideration 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;
 - 7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
 - 7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.
- 7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):
- 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 7.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 7.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 7.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 7.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 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.

8 RECORDS OF DIRECTORS DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than one.

10 APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

11 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11.1 Any director ("**Appointor**") may appoint as an alternate any other director to:

11.1.1 exercise that director's powers; and

11.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

11.3 The notice must:

11.3.1 identify the proposed alternate; and

11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

12.2.1 are deemed for all purposes to be directors;

12.2.2 are liable for their own acts and omissions;

12.2.3 are subject to the same restrictions as their Appointors; and

12.2.4 are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

12.3 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

12.4 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

13 TERMINATION OF ALTERNATE DIRECTORSHIP

13.1 An alternate director's appointment as an alternate terminates:

13.1.1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

13.1.2 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 appointment as a director;

13.1.3 on the death of the alternate's Appointor; or

13.1.4 when the alternate's Appointor's appointment as a director terminates.

14 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

15 SHARE CAPITAL

15.1 On the date of the adoption of these Articles, the share capital of the Company is £33,554.40 divided into 3,355,440 A Shares.

15.2 On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets remaining after payment of its liabilities shall be applied:

15.2.1 so far as comprising or derived from:

15.2.1.1 shares in the capital of A Share Subsidiary or A Share Bidco; or

15.2.1.2 the business, undertaking or assets of A Share Subsidiary or A Share Bidco,

to the holders of the A Shares; and

15.2.2 the balance shall belong to and be distributed amongst the holders of all Shares (pari passu as if the same constituted one class of shares).

15.3 The Company may declare a dividend in respect of one class of Shares without being obliged to declare a dividend (whether an equal value or otherwise) in respect of any other class of Shares. A dividend declared in respect of one class of Shares shall not entitle payment of a dividend on any other class of Shares.

15.4 The right to receive a dividend or distribution in respect of the A Shares shall derive only from distributable reserves of the Company made available by reason of dividends or distributions received by the Company from A Share Bidco.

15.5 The costs of the Company shall, for the purposes of determining the amount of any distribution by way of dividend of the Company on any particular class of Shares, be apportioned against the profits derived from its interest in the other Group Companies in such manner as the Directors shall, in their absolute discretion, determine.

15.6 The special rights attaching to a class of Shares may only be varied or abrogated if the holders of three-quarters or more in nominal value of the class in question consent in writing to the variation or abrogation.

15.7 Any issue of, or grant of any rights in relation to, the Warehoused Shares shall be deemed not to constitute a variation of the special rights attached to any class of Shares.

15.8 The Company shall immediately cancel any Shares acquired under Chapter 4 of Part 18 of the CA 2006.

16 ISSUE OF SHARES

16.1 Subject to the remaining provisions of this article 16, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to offer or allot, grant rights to subscribe for or to convert any security into and otherwise deal in, or dispose of the Warehoused Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Warehoused Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

16.2 The authority referred to in article 16.1:

16.2.1 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

16.2.2 may only be exercised for a period of five years from the Adoption Date save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

- 16.3 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) made by the Company.
- 16.4 If the Company proposes to allot any Relevant Securities, those Relevant Securities shall, unless a Relevant Class Waiver is first obtained, be offered to the holders (on the date of the offer) of the same class of Shares (the "**Relevant Class**") as the Relevant Securities proposed to be allotted (each an "**Offeree**") in the respective proportions that the number of Shares of the Relevant Class held by each Offeree bears to the total number of Shares of the Relevant Class held by all Offerees (as nearly as possible without involving fractions).
- 16.5 An offer made under article 16.4 shall:
- 16.5.1 be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered;
 - 16.5.2 remain open for a period of at least 20 Business Days from the date of service of the offer; and
 - 16.5.3 stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under article 16.4 shall, in his acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he wishes to subscribe.
- 16.6 If, on the expiry of an offer made in accordance with article 16.4, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.
- 16.7 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with article 16.4 shall be used to satisfy any requests for Excess Securities made pursuant to article 16.5.3. If there are insufficient Relevant Securities to satisfy such requests, such Relevant Securities shall be allotted to the applicants in the respective proportions that the number of Shares of the Relevant Class held by each such applicant for Excess Securities bears to the total number of such Shares of the Relevant Class held by all applicants for Excess Securities (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him).
- 16.8 Any Relevant Securities not accepted pursuant to article 16.4 or article 16.7 shall not be offered to any other person(s) without the prior written consent of the Directors.

17 SHARE TRANSFERS: GENERAL

- 17.1 Subject to the provisions of articles 21 and article 22 then, notwithstanding any of the other provisions of the Articles, any Shares may be transferred to any person with the prior written consent of:
- 17.1.1 the Board; and
 - 17.1.2 the holders of not less than 75% by nominal value of all Shares of the same class as the Shares proposed to be transferred.

- 17.2 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 17.3 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to article 17.4, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 17.4 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors in breach of the Articles may require:
- 17.4.1 any holder (or the legal representatives of a deceased holder);
 - 17.4.2 any person named as a transferee in a transfer lodged for registration; or
 - 17.4.3 such other person as the Directors may reasonably believe to have information relevant to that purpose,
- to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.
- 17.5 If any such information or evidence referred to in article 17.4 is not provided to enable the Directors to determine to their reasonable satisfaction that no such breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that such a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and:
- 17.5.1 the relevant Shares shall cease to confer on the holder of them any rights:
 - 17.5.1.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
 - 17.5.1.2 to receive dividends or other distributions otherwise attaching to those Shares; or
 - 17.5.1.3 to participate in any future issue of Shares; and
 - 17.5.2 the Directors may, by notice in writing to the relevant holder, determine that a Deemed Transfer Notice shall have been given in respect of some or all of his Shares with effect from the date of service of the notice (or such later date as may be specified in such notice).
- 17.6 The Directors may reinstate the rights referred to in article 17.5.1 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to article 17.5.2 on completion of such transfer.
- 17.7 If a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).

- 17.8 Any Transfer Notice (but not an Offer Notice or a Drag Along Notice) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.

18 PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

- 18.1 Except where the provisions of article 17.1, article 21 or article 22 apply, any transfer of Shares by a Shareholder shall be subject to the provisions of this article 18.
- 18.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, before transferring or agreeing to transfer any Shares, give notice in writing (a "**Transfer Notice**") to the Company specifying, subject to article 17.7, the number and class of Shares he wishes to transfer ("**Sale Shares**"). A separate Transfer Notice shall be required (or in the case of a Deemed Transfer Notice, be deemed served) in relation to each class of Sale Shares. Unless it is a Deemed Transfer Notice, a Transfer Notice may only be served during a Transfer Notice Window.
- 18.3 Once given, a Transfer Notice may only be withdrawn with the consent of the Directors.
- 18.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale or redemption of the Stapled Sale Securities at the Transfer Price.
- 18.5 No transfer of Sale Shares shall be made pursuant to this article 18 unless with and at the same time as the sale or redemption of Stapled Sale Securities. Any acquisition of part only of the Stapled Sale Securities pursuant to this article 18 by the Company, a Class Offer Shareholder or any other person may only be made by acquiring the same proportion of Sale Shares and Stapled Sale Notes (but rounding down to the nearest Sale Share or Stapled Sale Note, where required).
- 18.6 As soon as practicable following the later of:
- 18.6.1 expiry of the Transfer Notice Window during which the Transfer Notice is served (or in the case of a Deemed Transfer Notice deemed served outside a Transfer Notice Window, the date such notice is deemed to be served); and
- 18.6.2 the determination of the Transfer Price,
- the Directors shall (unless the Transfer Notice is withdrawn in accordance with article 18.3) offer the Stapled Sale Securities for sale or repayment in the manner set out in the remaining provisions of this article 18 at the Transfer Price. Each offer shall be in writing and shall give details of the number and Transfer Price of the Stapled Sale Securities offered.
- 18.7 The Company shall offer Stapled Sale Securities in the following order of priority:
- 18.7.1 first, with the prior written consent of the Seller (unless the Seller is a Bad Leaver, in which case such consent shall not be required) to the Company (subject to compliance with the Act) by way of buy-back of the Sale Shares and redemption of the Stapled Sale Notes; and
- 18.7.2 second, to the Class Offer Shareholders,
- in each case on the basis set out in article 18.8 to article 18.12 (inclusive).

- 18.8 To the extent that all or any Stapled Sale Securities have not been purchased or redeemed by the Company pursuant to article 18.7.1 on or before the date falling 40 Business Days after the offer (or such shorter period as the Directors may determine), the Directors shall offer such Stapled Sale Securities (the "**Residual Sale Securities**") to the Class Offer Shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (the "**Class Offer Period**") for the maximum number of Stapled Sale Securities they wish to buy.
- 18.9 If at the end of the Class Offer Period:
- 18.9.1 the number of Residual Sale Securities applied for is equal to or exceeds the number of Residual Sale Securities, the Directors shall allocate the Residual Sale Securities to each Class Offer Shareholder who has applied for Residual Sale Securities in the proportion which his existing holding of Class Offer Shares bears to the total number of Class Offer Shares held by all Class Offer Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Residual Sale Securities being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors. No allocation shall be made to a Shareholder of more than the maximum number of Residual Sale Securities which he has stated he is willing to buy;
- 18.9.2 not all Residual Sale Securities are allocated following allocations in accordance with article 18.9.1, but there are applications for Residual Sale Securities that have not been satisfied, the Directors shall allocate the remaining Residual Sale Securities to such applicants in accordance with the procedure set out in article 18.9.1. The procedure set out in this article 18.9.2 shall apply on any number of consecutive occasions until either all Residual Sale Securities have been allocated or all applications for Residual Sale Securities have been satisfied;
- 18.9.3 the total number of Residual Sale Securities applied for is less than the number of Residual Sale Securities, the Directors shall, subject to Article 18.14, allocate the Residual Sale Securities to the Class Offer Shareholders in accordance with their applications.
- 18.10 The Directors shall give notice in writing of the allocations of Residual Sale Securities (an "**Allocation Notice**") to the Seller and each Shareholder to whom Residual Sale Securities have been allocated (each an "**Applicant**"). The Allocation Notice shall specify the number of Residual Sale Securities allocated to each Applicant and the place and time for completion of the transfer of the Residual Sale Securities (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).
- 18.11 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Residual Sale Securities allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.
- 18.12 If the Seller fails to comply with article 18.11 or fails to transfer Stapled Sale Securities to the Company pursuant to article 18.7.1:

- 18.12.1 any Director or other person nominated by a Directors resolution) may, as agent on behalf of the Seller:
- 18.12.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Stapled Sale Securities;
- 18.12.1.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- 18.12.1.3 (subject to the relevant transfer being duly stamped) enter the Applicants in the register of Shareholders and register of Class Loan Notes as the holders of the Stapled Sale Securities purchased by them; and
- 18.12.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Stapled Sale Securities (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Stapled Sale Securities) to the Company.
- 18.13 Where an Allocation Notice does not relate to all the Stapled Sale Securities, then the Seller may only transfer the remaining Stapled Sale Securities with the prior written consent of the Directors.
- 18.14 The provisions of article 18 shall in all cases be subject to the provisions of this article 18.14. If:
- 18.14.1 more than one Shareholder serves or is deemed to have served a Transfer Notice during the same Transfer Notice Window in respect of the same class of Shares (together the "**Group Offerors**" and the Stapled Sale Securities of the Group Offerors being collectively the "**Group Offeror Stapled Sale Securities**"); and
- 18.14.2 the number of Group Offeror Stapled Sale Securities applied for pursuant to the provisions of this article 18 is less than the total Group Offeror Stapled Sale Securities (the number of Group Offeror Stapled Sale Securities applied for being the "**Group Offeror Applications**"),
- the Directors shall allocate the Group Offeror Applications in accordance with the provisions of article 18.15.
- 18.15 The Directors shall, subject to article 18.16, allocate the Group Offeror Applications pursuant to article 18.14 in the following order of priority:
- 18.15.1 firstly, amongst the Group Offerors who are Good Leavers, and if the number of Group Offeror Applications is less than the Group Offeror Stapled Sale Securities of all such Good Leavers, then pro rata amongst them with each Good Leaver Group Offeror receiving an Allocation Notice in respect of such percentage of his Stapled Sale Securities as is equal to the percentage that the Group Offeror Applications bears to the Group Offeror Stapled Sale Securities of such Good Leavers;
- 18.15.2 secondly, if there are Group Offeror Applications unallocated following the application of article 18.15.1 (the "**First Unallocated Applications**") they shall be allocated amongst

the Group Offerors who are Bad Leavers, and if the number of First Unallocated Applications is less than the Group Offeror Stapled Sale Securities of all such Bad Leavers, then pro rata amongst them with each Bad Leaver Group Offeror receiving an Allocation Notice in respect of such percentage of his Stapled Sale Securities as is equal to the percentage that the First Unallocated Applications bears to the Group Offeror Stapled Sale Securities of such Bad Leavers; and

18.15.3 finally, if there are Group Offeror Applications unallocated following the application of article 18.15.2 (the "**Second Unallocated Applications**") they shall be allocated amongst all other Group Offerors, and if the number of Second Unallocated Applications is less than the Group Offeror Stapled Sale Securities of all such other Group Offerors, then pro rata amongst them with each such other Group Offeror receiving an Allocation Notice in respect of such percentage of his Stapled Sale Security Applications as is equal to the percentage that the Second Unallocated Applications bears to the Group Offeror Stapled Sale Securities of such other Group Offerors.

18.16 The allocation of fractional entitlements resulting from the application of article 18.15 shall be determined by the Directors.

19 VALUATION

19.1 The Transfer Price ("**Transfer Price**") for each Sale Share and each Stapled Sale Note comprising the Stapled Sale Securities the subject of a Transfer Notice (or Deemed Transfer Notice) shall, subject to article 19.2, be the price (in cash) agreed between the Directors (any Director with whom the Seller is connected not voting) and the Seller or, in default of agreement within 20 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the Directors first has actual knowledge of the facts giving rise to such deemed service), its Fair Value.

19.2 In the case of Group Offerors, each Sale Share forming part of the Group Offeror Stapled Sale Securities must have the same Transfer Price and each Stapled Sale Note forming part of the Group Offeror Stapled Sale Securities must have the same Transfer Price.

19.3 To the extent that the Stapled Sale Securities are A Shares, Fair Value shall be determined by the Independent Expert on the following bases and assumptions:

19.3.1 valuing the A Shares comprised in the Stapled Sale Securities as a rateable proportion of the total value of all issued A Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and

19.3.2 valuing the aggregate of the A Shares at an amount equal to:

19.3.2.1 A Share Subsidiary Multiple;

19.3.2.2 plus Cash;

19.3.2.3 less A Share Debt;

19.3.2.4 plus the extent to which Actual Working Capital exceeds Target Working Capital or less the extent to which Target Working Capital exceeds Actual Working Capital; and

19.3.2.5 less Relevant Dividends.

- 19.4 Subject to article 19.3, the Fair Value shall be the price per Stapled Sale Security determined by the Independent Expert on the following bases and assumptions:
- 19.4.1 valuing the Stapled Sale Securities as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
 - 19.4.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 19.4.3 that the Stapled Sale Securities are capable of being transferred without restriction;
 - 19.4.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
 - 19.4.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 19.5 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 19.6 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.
- 19.7 The parties are entitled to make submissions to the Independent Expert including oral submissions and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.
- 19.8 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 19.9 The Independent Expert shall be requested to determine the Fair Value within 30 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 19.10 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs.

20 COMPULSORY TRANSFERS

- 20.1 A person entitled to Shares in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer Notice in respect of such Shares on the date of such bankruptcy or equivalent procedure.
- 20.2 A person entitled to Shares in consequence of the death of a Shareholder who has not already given a Transfer Notice pursuant to Article 18.2 in respect of those Shares shall be deemed to have given a Transfer Notice in respect of those Shares on the date of a notice to that effect served on

such person by the Directors at any time during the Transfer Notice Window immediately following delivery to the Shareholders of the Final Accounts in respect of the financial year of the Company during which death occurred.

- 20.3 If a Shareholder becomes a Bad Leaver a Transfer Notice shall, unless the Directors otherwise direct in writing within 60 Business Days of the relevant Termination Date, be deemed to have been served in respect of all Shares held by the Bad Leaver on the first day of the first Transfer Notice Window occurring following the end of the Relevant Financial Year and any Transfer Notice served in respect of any of such Shares before the date such Shareholder becomes a Bad Leaver shall automatically lapse.
- 20.4 Forthwith upon a Transfer Notice being deemed to be served under article 20.3 the Shares subject to the relevant Deemed Transfer Notice shall cease to confer on the holder of them any rights:
- 20.4.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- 20.4.2 to receive dividends or other distributions otherwise attaching to those Shares; or
- 20.4.3 to participate in any future issue of Shares issued in respect of those Shares.
- 20.5 The Directors may reinstate the rights referred to in article 20.4 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to this article 20 on completion of such transfer.

21 MANDATORY OFFER ON CHANGE OF CONTROL

- 21.1 In the event that a proposed transfer of Shares (other than a transfer of Shares made pursuant to article 20 or an acquisition by the Company of its own shares) whether made as one or as a series of transactions (a "**Proposed Transfer**") would, if completed, result in any person other than an existing Shareholder (the "**Buyer**"), together with any person Acting in Concert with the Buyer, acquiring Control, the remaining provisions of this article 21 shall apply.
- 21.2 If any holder of Shares the subject of a Proposed Transfer (an "**Article 21 Seller**") holds related Class Loan Notes, no Proposed Transfer shall take place unless the Buyer purchases from each Article 21 Seller the proportionate amount of his related Class Loan Notes. For the purposes of this Article 21.2, the "proportionate amount" of each Article 21 Seller's holding of Class Loan Notes shall be equal to the proportion that his holding of related Shares proposed to be sold pursuant to the Proposed Transfer bears to his total holding of Shares of that class.
- 21.3 The Company shall procure that, prior to the completion of the Proposed Transfer, the Buyer shall make an offer (the "**Offer**") to each Shareholder (each an "**Mandatory Offeree**") on the date of the Offer to buy all of the Shares and Class Loan Notes held by such Mandatory Offerees on the date of the Offer for a consideration in cash per Share and Class Loan Note (the "**Offer Price**") which is equal to the highest price per Share and Class Loan Note of the same class (or if none, the highest price per Share and Class Loan Note) offered, paid or to be paid by the Buyer, or any person Acting in Concert with the Buyer, for Shares and Class Loan Notes in connection with the Proposed Transfer.

- 21.4 The Offer shall be made by notice in writing (an "**Offer Notice**") addressed to each Mandatory Offeree on the date of the Offer at least 10 Business Days (the "**Offer Period**") before the date fixed for completion of the Proposed Transfer (the "**Sale Date**"). The Offer Notice shall specify:
- 21.4.1 the identity of the Buyer (and any person(s) Acting in Concert with the Buyer);
 - 21.4.2 the Offer Price and any other terms and conditions of the Offer;
 - 21.4.3 the Sale Date; and
 - 21.4.4 the number of Shares and Class Loan Notes which would be held by the Buyer (and persons Acting in Concert with the Buyer) on completion of the Proposed Transfer.
- 21.5 The completion of the Proposed Transfer shall be conditional in all respects on:
- 21.5.1 the making of an Offer in accordance with this article 21; and
 - 21.5.2 the completion of the transfer of any Shares and Class Loan Notes by any Mandatory Offeree (each an "**Accepting Offeree**") who accepts the Offer within the Offer Period,
- and the Directors shall refuse to register any Proposed Transfer made in breach of this article 21.5.
- 21.6 The Proposed Transfer is, but the purchase of Shares from Accepting Offerees pursuant to an Offer made under this 21 shall not be, subject to the pre-emption provisions of article 18.

22 DRAG ALONG

- 22.1 If the holders of 75% or more by number of Shares in issue for the time being or the holders of 75% or more by number of any class of Shares in issue for the time being (the "**Selling Shareholders**") wish to transfer all of their interest in Shares and Class Loan Notes or all of their interest in that class of Shares and related Class Loan Notes ("**Sellers' Securities**") to a bona fide purchaser on arm's-length terms ("**Proposed Buyer**"), the Selling Shareholders shall have the option ("**Drag Along Option**") to require all the other holders of Shares and Class Loan Notes or all of the other holders of that class of Shares and related Class Loan Notes on the date of the request ("**Called Shareholders**") to sell and transfer all their interest in Shares and Class Loan Notes or all of their interest in that class of Shares and related Class Loan Notes with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this article 22.
- 22.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a "**Drag Along Notice**"), at any time before the completion of the transfer of the Sellers' Securities, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:
- 22.2.1 that the Called Shareholders are required to transfer all their Shares and Class Loan Notes or all of the Shares of that class and related Class Loan Notes ("**Called Securities**") pursuant to this article 22;
 - 22.2.2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);

- 22.2.3 the consideration payable for the Called Securities calculated in accordance with article 22.4;
- 22.2.4 the proposed date of completion of transfer of the Called Securities.
- 22.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the Directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Securities to the Proposed Buyer (or as the Proposed Buyer may direct) within 60 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 22.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Securities shall be the highest price per Share and Class Loan Note of the same class offered or to be paid by the Proposed Buyer for the Sellers' Securities.
- 22.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 22.
- 22.6 Completion of the sale and purchase of the Called Securities shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Securities unless:
- 22.6.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or
- 22.6.2 that date is less than 10 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Securities shall take place 20 Business Days after the date of service of the Drag Along Notice.
- 22.7 Within 10 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver transfers for their Called Securities in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share and loan note certificate(s) in respect of those Called Securities (or a suitable indemnity in respect thereof) to the Company. On the expiration of that 10 Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to article 22.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 22.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 22.4 in trust for the Called Shareholders without any obligation to pay interest.
- 22.8 To the extent that the Proposed Buyer has not, on the expiration of the 10 Business Day period, put the Company in funds to pay the amounts due pursuant to article 22.4, the Called Shareholders shall be entitled to the return of the transfer forms and share and loan note certificate(s) (or suitable indemnity) for the Called Securities and the Called Shareholders shall have no further rights or obligations under this article 22 in respect of their Called Securities.
- 22.9 If any Called Shareholder fails to deliver to the Company duly executed transfer(s) in respect of the Called Securities held by him (together with the share and loan note certificate(s) in respect of those Called Securities (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent to execute and deliver all necessary transfers on his behalf,

against receipt by the Company (on trust for such holder) of the consideration payable for the Called Securities. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Securities, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Called Securities under this article 22.

- 22.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to a share option scheme (a "**New Shareholder**"), a Drag Along Notice served in respect of all Shares and Class Loan notes or the same class of Shares and related Class Loan Notes shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares and Class Loan Notes (or all such Shares and Class Loan Notes in respect of which the Drag Along Notice is served) acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 22 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares and Class Loan Notes shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Shares and Class Loan Notes. References in this article 22.10 to a person becoming a Shareholder (or increasing an existing shareholding) shall include the Company, in respect of the acquisition of any of its own Shares.
- 22.11 A transfer of Called Securities to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of article 18.
- 22.12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

23 POLL VOTES

- 23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 23.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

24 PROXIES

- 24.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 24.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their

discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that article.

25 MEANS OF COMMUNICATION TO BE USED

25.1 Subject to article 25.1.8, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- 25.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- 25.1.2 if sent by fax, at the time of transmission; or
- 25.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- 25.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
- 25.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- 25.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- 25.1.7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
- 25.1.8 if deemed receipt under the previous paragraphs of this article 25.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

25.2 To prove service, it is sufficient to prove that:

- 25.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- 25.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- 25.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- 25.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

26 INDEMNITY

- 26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - 26.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - 26.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
 - 26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 26.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 26.3 In this article:
- 26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 26.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

27 INSURANCE

- 27.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 27.2 In this article:
- 27.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of

an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

27.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

27.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.