

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

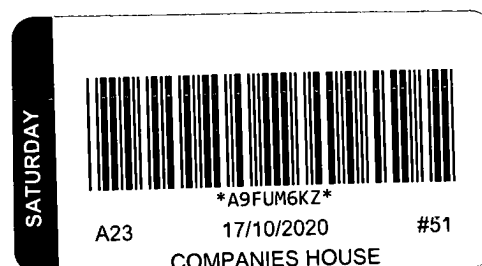
of

TANGIBLE ADVANTAGE LIMITED

(Adopted by Written Resolution passed on *6th October 2006*)
Amended by Written Resolution passed on 24th September 2020

1. INTERPRETATION

- 1.1 The articles of association of the Company shall comprise the regulations contained herein ("the Articles").
- 1.2 In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended prior to the adoption of these Articles. Save as otherwise specifically provided in these Articles and unless the context otherwise requires, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.
- 1.3 References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words, symbols or other information in any visible form by any method or combination; written shall be construed accordingly;
- 1.4 In these Articles and save as otherwise specifically provided in these Articles and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (excluding any statutory modification of the Act not in force at the date of adoption of these Articles).
- 1.5 References in these Articles to Articles are references to these Articles and references in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear.
- 1.6 In these Articles, references in these Articles to any Regulation is a reference to that Regulation as set out in Table A.
- 1.7 In these Articles, a reference to a shareholder shall be a reference to a member of the Company and/or holder of Shares and vice versa.
- 1.8 Headings in these Articles are for convenience only and shall not affect the interpretation hereof.
- 1.9 In these Articles (unless the context otherwise requires) the following words and expressions shall have the meanings as set out below:



the Act	The Companies Act 1985 as amended prior to adoption of these Articles;
Additional Director	Any Director appointed as a Director by Majority Consent in accordance with the provisions of Articles 19.1;
Articles	As defined in Article 1.1;
Board	the board of Directors from time to time;
the Company	Tangible Advantage Limited (company number: 5952246);
Connected Person	in respect of a Shareholder, each of: (a) the husband, wife, widower or widow of a Shareholder, and (b) a lineal descendant in direct line of that Shareholder;
Directors	the directors of the Company and alternate directors appointed (if any) from time to time;
Employee	a Shareholder who is employed by the Company under the terms of a Service Agreement from time to time;
Initial Directors	Each of the individuals who held the office of Director or were appointed as Directors of the Company at the date of adoption of these Articles;
Issue Price	the price at which the relevant Shares are issued, being the aggregate of the amount paid up or agreed to be paid up in respect of the nominal value and any share premium thereon;
Loans	loans to the Company made by a Shareholder from time to time;
Majority Consent	the giving of written consent or direction by the holders of not less than 75% of the nominal value of the Shares held by the Shareholders from time to time;
Permitted Transfer	a transfer of Shares permitted and authorised by Article 9 of these Articles;
Profits	the Company's pre-tax profits (ignoring any extraordinary or exceptional items) as reported in the most recent financial statements prepared and submitted to the Registrar of Companies prior to the date of the relevant Transfer Notice;
Relevant Agreement	any agreement between all or some of the Shareholders from time to time and relating in whole or part to the management and/or affairs of the Company which (expressly or by implication) supplements and/or prevails over any provisions of these Articles.
Representative	in relation to an individual Shareholder, any person or persons who have become entitled to his Shares in consequence of his death, bankruptcy or mental incapacity;

Service Agreement	a written service agreement between the Company and an executive Director as varied from time to time;
Share	a share in the capital of the Company; and Shares shall be construed accordingly;
Shareholder	a holder of Shares from time to time; and Shareholders shall be construed accordingly;
Third Party	an independent, bone fide and arms length party or parties, who is/are not a Shareholder or connected with any Shareholder.

2. ADOPTION OF TABLE A

- 2.1 The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 The following Regulations of Table A shall not apply to the Company or shall apply as amended by these Articles:
- Regulation 6;
 - Regulation 30;
 - Regulation 41;
 - Regulation 46;
 - Regulation 53;
 - Regulation 54;
 - Regulation 72;
 - Regulation 73 to 80 (inclusive);
 - Regulation 94; and
 - Regulation 95.
- 2.3 In the event of any conflict or inconsistency between the Regulations and the provisions of these Articles, the provisions of these Articles shall prevail.

3. PRIVATE COMPANY

- 3.1 The Company is a private company within the meaning of section 1(3) of the Act and accordingly shall not offer or allot or agree to allot any shares or debentures of the

Company to the public or with a view to all or any of those shares or debentures being offered for sale to the public.

4. FINANCIAL ASSISTANCE

- 4.1 Except insofar as prohibited by section 151 of the Act, the Company may give directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any of the objects of the Company in its memorandum of association, financial assistance of any kind (including but not limited to financial assistance within the meaning of section 152(1) of the Act) to any person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) may give financial assistance for the purpose of or in connection with the purchase of or subscription for securities in the capital of the Company to be made by any person or company.

5. SHARE CAPITAL

- 5.1 At the date of adoption of these Articles, the authorised share capital of the Company is £100,000 divided into 100,000 shares of £1 each.
- 5.2 Subject to the provisions of the Act and these Articles, the Company shall have power:
- (a) pursuant to sections 159 and 160 of the Act to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member on such terms and in such manner as shall be provided by these Articles from time to time;
 - (b) pursuant to section 162 of the Act to purchase its own shares (including any redeemable shares);
 - (c) pursuant to section 171 and 172 of the Act to make a payment out of capital in respect of such redemption or purchase.

- 5.3 The second sentence of Regulation 6 shall be substituted by the following:

"Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon, and such a certificate signed by a Director of the Company together with the Secretary or a second Director shall be evidence of the title of the registered holder to the shares, whether or not the common seal of the Company (if it has one) has been affixed and regardless of any words in the certificate referring to a seal."

6. ISSUE OF SHARES

- 6.1 The pre-emption provisions in section 89(1) of the Act and the provisions of subsections 90(1) to 90(6) inclusive of the Act shall not apply to the allotment of the Company's equity securities.
- 6.2 Subject to the provisions of this Article 6, section 80 of the Act all unissued Shares shall be at the disposal of the Directors who subject to Majority Consent may allot,

grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, provided that no Shares shall be issued at a discount.

- 6.3 Any new Shares which the Company proposes to allot (of whatever class and whether forming part of the existing or any increased share capital) shall first be offered to the Shareholders pro rata to their current holding of the Shares, in accordance with the provisions of Article 6.4 Provided that this Article 6.3 shall not apply to Shares which are allotted by way of capitalisation of profits or share premium to Shareholders in proportion (as nearly as possible without involving fractions) according to the number of Shares then held by them respectively.
- 6.4 The offer pursuant to Article 6.3 shall be on terms that each Shareholder can apply for any number of the new Shares up to the total number of new Shares to be allotted and on the terms that the new Shares shall be allocated (in the case of competition) in proportion (as nearly as possible without involving fractions) according to the number of Shares of which they are registered or entitled to be registered as holders, provided that no applicant shall be obliged to take more than the maximum number of Shares applied for by him. The offer shall be made by notice in writing specifying the number of and subscription price for the shares offered and limiting a period (not less than 14 days) within which the offer, if not accepted, shall be deemed to have been declined. Any Shares which are not so accepted by the existing Shareholders under this Article 6.4 shall be under the control of the Board which may allot, grant options over or otherwise dispose of the same to such persons (whether or not members of the Company), for such consideration (not being less than such offer price), on such terms, in such manner and at such times as they shall determine but so that such Shares shall not be disposed of on terms which are more favourable to such persons than the terms on which they were originally offered to the Shareholders.

7. INITIAL AUTHORITY TO ISSUE RELEVANT SECURITIES

- 7.1 Subject to the provisions of this Article and Article 6, the Directors are hereby authorised for the purposes of section 80 of the Act to exercise the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for, or to convert any security into, and otherwise dispose of the Shares (including the relevant securities as defined by section 80(2) of the Act) in the capital of the Company for the time being unissued to such persons (including any Directors) at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount.
- 7.2 The general authority contained in Article 7.1 shall be conditional upon due compliance with the provisions of this Article and Article 6 and extends to the amount of unissued, authorised share capital of the Company at the date of adoption of these Articles. This authority shall expire on the fifth anniversary of the date of adoption of these Articles.
- 7.3 In these Articles, references to relevant securities and to the allotment thereof shall be construed in accordance with the said provisions of the Act and references to the amount of relevant securities allotted shall in the case of Shares be construed as references to the nominal value of such Shares and in the case of a right to subscribe for, or convert any security into, Shares shall be construed as references to the nominal value of the Shares which may require to be allotted pursuant to such right.

- 7.4 The Directors shall be entitled under the general authority conferred by Article 7.1 to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

8. TRANSFER OF SHARES

- 8.1 Except as permitted by Articles 9, 10, 11, 12 and 13, no Shareholder shall:

- (a) transfer any Shares;
- (b) grant, declare, create or dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any Share;
- (c) create or permit to exist any charge, lien, encumbrance, trust, charge (whether fixed or floating) or other security interest over any Share; or
- (d) agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things.

- 8.2 Any transfer or purported transfer of any Share not permitted by these Articles or made otherwise in accordance with these Articles shall be void and of no effect and the Directors shall decline to register such transfer. The Directors shall not have any discretion to register any transfer of Shares which has not been made in compliance with this Article.

- 8.3 All transfers of Shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re-enactment thereof for the time being in force).

- 8.4 If there is a breach of the provisions of this Article 8 by a Shareholder in relation to any transfer of Shares, the relevant Shares shall carry no entitlement to:

- (a) attend or vote at general meetings of the Company;
- (b) dividends declared or paid after the date of transfer; and
- (c) to capital on a winding up of the Company.

Such restrictions shall continue until the relevant Shareholder has remedied the breach by procuring that the beneficial ownership of the Shares is restored to the position immediately before the breach occurred.

- 8.5 Subject to Article 11, the election by the Representative of a Shareholder to become registered holder of any Share pursuant to Regulation 30 shall be permitted by the Directors and shall not give rise to any obligation to serve an additional transfer notice in respect of such share. Regulation 30 shall be modified accordingly.

9. PERMITTED TRANSFERS

9.1 Subject to the provisions of Article 8, all (but not some) of the Shares held by a Shareholder may at any time be transferred:

- (a) pursuant to the provisions of Articles 10, 11, 12 or 13;
- (b) by any Representative of the Shareholder to any person to whom the Shareholder, if not dead, bankrupt or mentally incapacitated, would be permitted under these Articles to transfer the same, or if the Representative shall be permitted to become registered as holder of the Shareholder's Shares and elects to do so, to any person to whom the Shareholder would be permitted under these Articles to transfer the same if he had remained the holder thereof;
- (c) on the death of a Shareholder, by way of a transfer made by or under or pursuant to any testamentary disposition to a Connected Person of that deceased Shareholder.

9.2 For the avoidance of doubt there shall be no Permitted Transfer of Shares by a Shareholder or a Representative of a Shareholder to a Connected Person of that Shareholder during the lifetime of that Shareholder.

9.3 No transfer of any Share permitted by this Article shall be made during the active period of any transfer notice or deemed transfer notice in respect of such share (and for this purpose 'active period' in respect of a given notice means the period from the time of its service until the time when no member has any further rights or obligations, directly or indirectly, pursuant to that notice).

10. PRE-EMPTION RIGHTS

10.1 Except in the case of a Permitted Transfer, the right to transfer Shares or any interest in the Shares shall be subject to the following restrictions and provisions. References in this Article 10 to transferring Shares shall include any interest in and grant of contractual rights or options over or in respect of those shares.

10.2 Except in the case of a Permitted Transfer, no Shares held by a Shareholder may be transferred otherwise than pursuant to a transfer by that Shareholder ("Seller") of all (and not some only) of the Shares which are held by the Seller.

10.3 Before the Seller makes any transfer of the Seller's Shares, the Seller shall first give notice in writing (a "Transfer Notice") to the Company specifying:

- (a) the number of the Shares which the proposing Seller wishes to transfer ("the Sale Shares");
- (b) the price per share at which the Seller is prepared to sell the Sale Shares and the identity of any person who has indicated a willingness to purchase the Sale Shares at such price; and
- (c) such other details of the proposed transfer as the Directors may in their absolute discretion determine.

A Transfer Notice shall be irrevocable once given to the Company.

10.4 The Transfer Notice shall constitute the Company (by its Board) his agent for the sale of the Sale Shares (together with all rights then attached thereto) at the Sale Price (as calculated in accordance with Article 10.5 and/or 10.6) during the Acceptance Period (as defined in Article 10.8) to a Shareholder on the basis set out in the following provisions of this Article 10.

10.5 The Sale Shares shall be offered for sale at the price determined by this Article 10.5 (the "Sale Price"). Subject to Article 11, the Sale Price shall be calculated as follows:-

- (a) in the case of any Transfer Notice served or deemed to be served in respect of the Sale Shares within three years from the date of adoption of these Articles ("the Initial period"), the Sale Price shall be equal to the Issue Price of the Sale Shares; and
- (b) in the case of any Transfer Notice served or deemed to be served in respect of the Sale Shares during any period after expiry of the Initial Period, the Sale Price shall equal the sum calculated in accordance with the following formula:-

$$\frac{A \times B}{C} \times D$$

Where:

A = the Profits

B = subject to Article 10.6, a multiplier of 1 or such greater number as agreed by Majority Consent

C = the total number of all the Shares in the capital of the Company in issue at the date of the Transfer Notice

D = the total number of all the Sale Shares

10.6 A Shareholder shall have the right to contest the value attributed to the multiplier B which has been agreed by Majority Consent or otherwise by requesting the Company to refer the matter to the auditors of the Company from time to time ("the Expert"). The Expert shall be instructed to determine a fair multiplier of profits to be applied to the formula set out in Article 10.5(b). The Expert shall act hereunder at the cost and expense of the Company and as experts and not arbitrators. Their determination shall (in the absence of fraud or manifest error) be final and binding on all persons concerned.

10.7 In the case of any Transfer Notice served or deemed to be served in respect of the Sale Shares by a Seller who is the beneficiary of a Loan, subject to the terms of any Relevant Agreement and the Company having sufficient funds, the Directors shall

procure that the Company shall contemporaneously with a transfer of the entire legal and beneficial interest in such Sale Shares repay the outstanding amount of any applicable Loan (in whole or in part) to the Seller.

- 10.8 The date of determination of the Sale Price ("**the Determination Date**") shall be the date of the Transfer Notice.
- 10.9 Within five (5) business days of the Determination Date, the Company shall by notice in writing to the Seller (have the right to) elect to purchase the Sale Shares if the Company is able to comply fully with sections 159 to 181 of the Act as those sections may be applicable to the purchase involved provided that nothing in this Article 10.9 shall be construed as constituting a purchase contract or contingent purchase contract.
- 10.10 If the Company makes an election pursuant to Article 10.9, the Company shall have the right to purchase the Sale Shares within thirty days of the election (or such other time period as the Director and the Seller shall agree) and the Seller shall thereupon become bound upon payment of the Sale Price to the Seller to transfer the Sale Shares to the Company. Subject to the giving of such election the purchase shall be completed at the time and place appointed by the Directors. If the Company fails to complete the purchase within such period, then the Company shall offer the Sale Shares in accordance with the remaining provisions of this Article 10.
- 10.11 In the event that the Company does not or is unable to make an election or the Company does not purchase the Sale Shares in accordance with Article 10.10, the Company shall by notice in writing offer the Sale Shares at the Sale Price to each Shareholder other than the Seller in proportion (as nearly as may be without involving fractions or increasing the number sold to any Shareholder beyond that applied for by him) to their existing holding of the Shares. The offer shall:
- (a) be made:
 - (i) if the Company does not elect to purchase pursuant to Article 10.10, within 10 business days after the Determination date; or
 - (ii) if the Company elects to purchase pursuant to Article 10.10 but fails to do so within the agreed period, within 5 business days of the expiry of the agreed period;
 - (b) be in writing and specify the total number of Sale Shares and the proportion of Sale Shares that each Shareholder is entitled;
 - (c) invite each Shareholder to state in writing to the Company within thirty (30) days of the date of the offer (the "**Acceptance Period**") the number of Shares in respect of which it wishes to accept the offer. If a Shareholder wishes to accept the offer (an "**Accepting Member**"), it shall give written notice of his acceptance to the Company.
- 10.12 If the total number of Shares in respect of which Accepting Members wish to accept the offer exceeds the number of the Sale Shares, then on the expiration of the Acceptance Period, the Sale Shares shall be allocated as follows:
- (a) an Accepting Member shall be entitled to that proportion of the Sale Shares that its then shareholding bears to the total shareholdings of all Accepting Members (its **Proportionate Entitlement**), or the amount of shares in respect of which it has accepted the offer, whichever is less;

- (b) an Accepting Member who, in its notice, has notified a wish to accept the offer in respect of more than its Proportionate Entitlement (its **Excess Proportion**) shall receive that proportion of any remaining unallocated shares as its Excess Proportion bears to the total Excess Proportions of any Accepting Members; and
 - (c) if any of the Sale Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated jointly among the Accepting Member.
- 10.13 If there are acceptances in respect of all the Sale Shares, the Company shall within five (5) business days of the end of the Acceptance Period notify the Accepting Member(s) of their respective allocations and shall inform the Seller of the identity of the Accepting Member(s) and the number of shares allocated to each of them under this Article.
- 10.14 If there are no (or insufficient) acceptances of the offer to the Shareholders, the Company shall inform the Seller within five (5) business days of the end of the Acceptance Period that the Seller may then proceed to transfer all the Seller's Shares (but not some only) to a Third Party at a price not less than the Sale Price provided that such transfer must be completed within ninety (90) days of the notice from the Company.
- 10.15 If there are acceptances in respect of all the Sale Shares from the Accepting Members ("**the Purchasers**") the Company shall give notice to the Seller and the Purchaser(s) and the Seller shall thereupon become bound upon payment of the Sale Price to the Seller to transfer to each Purchaser those Sale Shares accepted by Purchaser. Every such notice shall state the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.
- 10.16 If a Seller, having become bound to transfer the Sale Shares, defaults in transferring the Sale Shares, any Director nominated by the Board shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute and complete the necessary instrument of transfer of such Sale Shares and deliver it in the name and on behalf of the Seller. The Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the transferee to be registered as the holder of such Sale Shares and shall hold such purchase money on behalf of the Seller. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Seller until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- 10.17 An obligation to transfer or procure the transfer of a Share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

- 10.18 In these Articles, any reference to a transfer of shares includes any attempt to deal with or dispose of the Shares or interest therein.

11. COMPULSORY TRANSFERS

- 11.1 For the purposes of this Article a 'Relevant Event' shall mean:

- (a) the Shareholder is adjudged bankrupt; or
- (b) the Shareholder ceasing to be an Employee under the terms of a relevant Service Agreement except in the instance of death or mental incapacity;
- (c) the Shareholder is convicted of a fraudulent act in relation to the Company;
- (d) the Shareholder pledges, charges, mortgages (whether by fixed or floating charge) or otherwise encumbers its legal and/or beneficial interest in any of his or its Shares otherwise than as permitted by these Articles; or
- (e) any person (including a chargee) enforcing any rights under or pursuant to any mortgage, charge, lien or any encumbrance or security interest of any kind over any of the Shares held by the Shareholder; or
- (f) any person (including a chargee) becoming a Shareholder or otherwise entitled (whether legally beneficially or otherwise) to Shares as a result of enforcing its rights under or pursuant to any mortgage, charge, lien or any encumbrance or security interest of any kind over any of the Shares held by a Shareholder; or
- (g) any Shareholder transferring or purporting to transfer Shares in contravention of these Articles; or
- (h) the sale or other disposition of any beneficial interest in a Share otherwise in accordance with these Articles; or
- (i) any breach of a Relevant Agreement.

- 11.2 On the occurrence of a Relevant Event, the Shareholder affected shall be deemed to have immediately served a Transfer Notice in respect of all the Shares as shall then be registered in the name of such Shareholder and the Company shall within 10 business days after receiving notice of the facts giving rise to a Relevant Event serve notice on all Shareholders notifying them that a Transfer Notice has been given.

- 11.3 The deemed Transfer Notice referred to in Article 11.2 shall have the same effect as a Transfer Notice and the provisions of Article 10 shall apply, save that:

- (a) the Transfer Notice shall take effect on the basis that it does not identify a proposed purchaser or state a price for the shares; and
- (b) the Sale Price shall be determined pursuant to Articles 10.5 and 10.6.

- 11.4 If a Relevant Event shall be the bankruptcy of a Shareholder, and if any of the relevant Sale Shares which are offered to the Shareholders pursuant to the deemed Transfer Notice shall not be sold to the Shareholders (the 'Unsold Shares'), then the

Representative of the Shareholder may elect to be registered as the holders of the Unsold Shares (but such election shall not give rise to any obligation to serve a Transfer Notice in respect of such Shares).

- 11.5 If a Shareholder or any of his Representatives becomes aware of any Relevant Event, he shall forthwith give written notice of the Relevant Event to the Board.

12. DRAG ALONG RIGHTS

- 12.1 If a number of Shareholders with Majority Consent (hereinafter referred to as 'the Vendors') give notice to the holders of all the other Shares (hereinafter called 'the Other Shareholders') that the Vendors have procured a Third Party to make a *bona fide* offer ('the Third Party Offer') in writing (which shall be open for acceptance for at least 30 days) to each of the Shareholders (including the Vendors) to acquire all of the issued share capital of the Company ('the Drag Notice') then the following provisions shall apply so as to override the provisions of Article 10.

- 12.2 The Drag Notice shall specify that:-

- (a) the Other Shareholders are required to transfer, with full title guarantee, all of their Shares pursuant to this Article 12 to the Third Party;
- (b) the aggregate consideration for sale of the Shares shall be distributed and allocated amongst the Shareholders as provided in Article 12.9;
- (c) the price at which the Shares are to be transferred;
- (d) the proposed details of completion of the purchase;
- (e) the identity of the Third Party; and
- (f) the terms and conditions relating to the sale and purchase.

- 12.3 If the Third Party Offer shall be accepted by the Vendors (whether or not conditionally upon acceptance by the Other Shareholders) the Other Shareholders shall also accept the Third Party Offer and shall take all such action as may be necessary to transfer all their respective Shares in the capital of the Company with full title guarantee in accordance therewith.

- 12.4 The Other Shareholders shall not be obliged to transfer their Shares in the Company pursuant to the Third Party Offer unless the Vendors do likewise. The provisions of Article 10 as regards the giving of Transfer Notices shall not apply to any such transfers pursuant to this Article 12.

- 12.5 Subject as set out in this Article, the Drag Notice shall be irrevocable but shall lapse if for any reason the Vendors shall not sell their Shares to the Third Party within 30 days after the date of the Drag Notice. The Vendors may withdraw the Drag Notice at any time prior to completion of the sale of the Shares pursuant to the Third Party Offer by giving notice to the Company to that effect whereupon the Drag Notice shall

cease to have effect but without prejudice to the right of the Vendors to serve further Drag Notices at any relevant time.

- 12.6 If the Third Party Offer shall not have been so accepted by any one or more of the Other Shareholders ("a **Defaulting Shareholder**") within the period during which it is open for acceptance (or having been accepted shall not have been fully and duly implemented at the time for completion, including the failure to sell his Shares at the price and otherwise on the terms set out in the relevant Drag Notice given to him), the Company shall automatically be constituted and appointed as the agent and attorney of such Defaulting Shareholder for the purpose of the sale of his Shares in accordance with this Article 12 and the relevant Third Party Offer and Drag Notice (together with all rights then attached thereto) and the Directors may authorise any Director to undertake any action required or necessary under the Third Party Offer and Drag Notice on the part of the Defaulting Shareholder (on his behalf and in his name) to give effect to acceptance of the Third Party Offer and sale of the Shares held by the defaulting Shareholder pursuant to this Article 12. Such actions include, but are not limited to acceptance of the Third Party Offer, the execution and delivery on behalf of the Defaulting Shareholder all and any necessary transfer(s), sale agreement, tax deed, disclosure letter, waiver of any applicable pre-emption rights and other documentation ancillary or otherwise related to or required as part of the sale of the Shares by the Defaulting Shareholder to the Independent Third Party pursuant to the Third Party Offer and Drag Notice.
- 12.7 The Company may receive the purchase money in trust for each Defaulting Shareholder and cause the Third Party to be registered as the holder of such Shares. The receipt of the Company of the purchase money pursuant to such transfers shall constitute a good and valid discharge to the Third Party (who shall not be bound to see to the application thereof). After the Third Party has been registered as a Shareholder in purported exercise of the powers set out in Article 12.6, the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to a Defaulting Shareholder until the Shareholder delivers his Share certificates or a suitable indemnity and the necessary transfers to the Company and ratifies all actions taken and documents signed on behalf of the Defaulting Shareholder pursuant to Article 12.6.
- 12.8 The constitution and appointment of the Company as agent and attorney pursuant to Article 12.6 shall be irrevocable and unconditional and by way of security for the obligations of the Defaulting Shareholder under this Article 12.
- 12.9 The aggregate amount of the value of the consideration receivable by the Shareholders of the Company under the Third Party Offer shall be distributed and allocated among the Shareholders pro rata in accordance with their shareholding from time to time.

13. TAG ALONG RIGHTS

- 13.1 No sale, transfer or other disposition by Shareholders with Majority Consent ("the **Proposed Sellers**") of any interest in Shares to a Third Party pursuant to a bona fide and arms-length offer shall be permitted unless and until the Proposed Sellers shall comply with the provisions Article 10 and the provision of this Article.

13.2 The Proposed Sellers shall give written notice ("**Proposed Sale Notice**") to the other Shareholders ("**Other Shareholders**") of such sale and the Third Party offer at least 10 business days prior to the date thereof. The Proposed Sale Notice shall set out:

- (a) the identity of Third Party;
- (b) the proposed price per Share and other terms and conditions of payment ("**Proposed Price**")
- (c) proposed date of sale ("**Proposed Sale Date**");
- (d) the proposed terms and conditions applicable to the proposed sale, including those applicable to the Proposed Sellers and those which would be applicable to any Other Shareholder if the Other Shareholder makes the election pursuant to Article 13.3, on the basis that the terms applicable comply with the requirements of a Third Party Offer pursuant to Article 12 ("**Proposed Terms**");

13.3 Any Other Shareholder shall be entitled, by written notice given to the Proposed Sellers within 5 business days of receipt of the Proposed Sale Notice to require the Proposed Sellers to refrain from selling their Shares unless the Proposed Sellers procure that the Third Party offers to purchase all of his Shares at the Proposed Price on the Proposed Sale Date and otherwise on the terms and conditions as those set out in the Proposed Sale Notice.

13.4 If any Other Shareholder is not given the rights accorded him by the provisions of this Article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such sale in effect.

14. **PROCEEDINGS AT GENERAL MEETINGS**

14.1 No resolution shall be voted on and no other business shall be transacted at any general meetings unless a quorum is present at the commencement of the meeting and also when such vote is taken or the business is transacted. Save as otherwise provided in these Articles, the quorum for general meetings of the Company shall be three Shareholders, each of whom is present at the meeting personally, by proxy or by its duly authorised representative. Regulation 40 shall be modified accordingly.

14.2 If within an hour from the time appointed for a general meeting a quorum is not present or if a quorum ceases at any time to be present during the continuance of a general meeting, the meeting shall be 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 all the members may agree in writing). If at the re-convened meeting such a quorum is not present within an hour from the time appointed for the re-convened meeting or a quorum ceases to be present during the continuance of the adjourned meeting, such adjourned meeting shall be dissolved. Regulation 41 shall be modified accordingly.

14.3 A general meeting of the Company may consist of a conference between Shareholders, some or all of whom are in different places provided that each Shareholder who participates is able to hear each of the other participating Shareholders addressing the meeting and to address all of the other participating

Shareholders simultaneously, whether directly by conference telephone or by any other form of communications equipment or by a combination of them. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of Shareholders required to form a quorum.

15. WRITTEN RESOLUTIONS

- 15.1 A resolution in writing (including one contained in an electronic communication) signed by all the Shareholders of the Company entitled to receive notice of and to attend and vote at a general meeting, or by their duly appointed representatives, proxies or attorneys, will, subject to the provisions of the Act, be as valid and effective as if it had been passed at a general meeting of the Company properly convened and held whether such resolution would otherwise be required to be passed as a special, extraordinary or elective resolution. Any such resolution may be contained in one document or in several documents in the same terms, each signed by one or more of the members or their proxies, or attorneys. Signature of documents sent by facsimile will be valid and acceptable under this paragraph. Regulation 53 shall be modified accordingly.

16. LIEN

- 16.1 The lien conferred by Regulation 8 shall extend to all shares whether fully paid or not and in respect of any liability to the Company of the registered holder or holders of such Shares.

17. VOTES

- 17.1 Subject to any rights or restrictions attached to any Shares pursuant to these Articles, each Shareholder who is present in person or by proxy shall have one vote for every voting Share of which he is a holder. Regulation 54 shall be modified accordingly.

18. DIRECTORS

- 18.1 The Directors shall not be required to retire by rotation and Regulations 73 to 75 shall not apply and all other references to the Regulations to retirement by rotation shall be disregarded.
- 18.2 No Director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a Director by reason of his having attained any particular age.
- 18.3 Each of the Initial Directors shall be considered as permanent Directors and each of them shall hold office until he dies, resigns or otherwise vacates his office pursuant to Regulation 81, ceases to be an Employee (if applicable) or ceases to hold Shares in the Company pursuant to the provisions of these Articles and on the happening of any of these events his office will be automatically vacated.

19. APPOINTMENT AND REMOVAL OF DIRECTORS

19.1 Subject to Majority Consent, the Company may appoint and remove a person who is willing to act to be a Director either to fill a vacancy or as an Additional Director and in relation to such right the following provisions shall have effect:

- (a) any appointment or removal of a Director pursuant to Article 19.1 shall be effected in writing to the Company and signed by the Shareholders constituting a Majority Consent and served on the Company at its registered office, marked for the attention of the Secretary of the Board; and
- (b) any such appointment or removal shall take effect as at the time of such notice being served or at such later time (if any) as shall be specified in the notice.

19.2 No Director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

19.3 Every Director appointed pursuant to this Article 17 shall hold office until he is either removed in manner provided by Article 16.3 or the Act or vacates office pursuant to Regulation 81.

19.4 In the event that a resolution is put to the meeting for the removal of an Initial Director from his office pursuant to section 303 of the Act, then notwithstanding the provisions of Regulation 54 the Shareholder who is subject to the proposed removal as a Director of the Company shall be entitled on a poll to have such number of votes for every Share held by him so as to enable him to have 51% of the votes cast, but in the case of any other proposed resolution the provisions of Regulation 54 shall apply. Regulation 54 shall be modified accordingly.

20. DIRECTORS' INTERESTS; DISCLOSURE OF INFORMATION

20.1 Regulations 94 and 95 of Table A shall not apply. Without prejudice and subject to his obligations of disclosure under the Act and these Articles, a Director may vote and be taken into account in ascertaining whether a quorum is present at any meeting of the Board or a committee of the Directors on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company, provided that the Director has disclosed his interest in writing to the Secretary of the Board in accordance with the provisions of the Act and these Articles.

21. PROCEEDINGS OF DIRECTORS

21.1 No resolution shall be voted on and no other business shall be transacted at any meeting of the Board unless a quorum is present at the commencement of the meeting and also when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present.

- 21.2 Save as otherwise provided in these Articles, the quorum for any meeting of the Board shall be three Directors.
- 21.3 A person who holds office only as an Alternate Director, shall if his appointer is not present, be counted in the quorum as a Director.
- 21.4 If a quorum is not present within 30 minutes from the time appointed for the meeting of the Board or if during the meeting such a quorum ceases to present, the meeting shall be adjourned to the same day in the next week at the same time and place. If at the re-convened meeting such a quorum is not present within 30 minutes from the time appointed for the re-convened meeting or a quorum ceases to be present during the continuance of the adjourned meeting, such adjourned meeting shall be dissolved.
- 21.5 All or any of the Directors may participate in a meeting of the Directors by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak to and hear each other simultaneously. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum; and accordingly, subject to the provisions of this Article 21.5. A meeting of the Directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is. The word "meeting" shall be construed accordingly.
- 21.6 All decisions made at any meeting of the Board shall be made only by resolution, and no such resolution shall be effective unless more votes are cast for it than against it.
- 21.7 Questions arising at any meeting of the Board shall be decided by a majority of votes.

22. NOTICE OF BOARD MEETINGS

- 22.1 At least fourteen (14) days notice of every meeting of the Board shall be given.
- 22.2 No business except that specifically disclosed in the notice pursuant to Article 22.1 shall be transacted at that Board meeting.
- 22.3 Every notice of a meeting of the Board shall be in writing and shall be properly sent to a Director if the notice is sent to him personally or by courier, prepaid first class post, facsimile transmission or electronic communication to the address notified from time to time by each Director for that purpose to the Secretary of the Board. If the notice is sent to an address outside the United Kingdom, the notice shall be sent by courier, electronic communication or facsimile transmission.
- 22.4 No later than 5 business days before the date of each meeting of the Board each Director shall be sent, in the same manner as the notice of the meeting, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; and be accompanied by any relevant papers for discussion at such meeting.
- 22.5 Appropriate complete minutes of each meeting of the Board shall be maintained by the Company.

22.6 A Director may waive notice of any meeting either prospectively or retrospectively.