

Company No. 04088204

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS  
OF  
AT YOUR SERVICE EVENT STAFFING LIMITED  
(the "Company")**

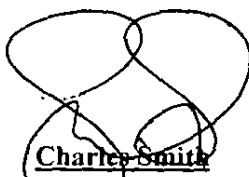
On 14 February 2017 the following special and ordinary resolutions were duly passed as written resolutions of the Company pursuant to section 288 of the Companies Act 2006:

**SPECIAL RESOLUTION**

- 1 **THAT** the new articles of association ("the New Articles"), a draft copy of which is attached to this document, be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

**ORDINARY RESOLUTION**

2. **THAT** 8,500 Ordinary shares of £0.01 each in the capital of the Company held by Charles Smith and Lucy Smith and which are issued and fully paid be converted into and re-designated as Ordinary A shares of £0.01 each and that 1,500 Ordinary shares of £0.01 each in the capital of the Company held Simon Weston and which are issued and fully paid be converted into and re designated as Ordinary B shares of £0.01 each.

  
Charles Smith  
**DIRECTOR**



***The Companies Act 2006***

**Private Company Limited by Shares**

**Company Number: 04088204**

**ARTICLES OF ASSOCIATION  
OF  
AT YOUR SERVICE EVENT STAFFING LIMITED**

Adopted by special resolution passed on 14 February 2017

## **1. Interpretation**

### **1.1 In these Articles, the following words have the following meanings:**

<b>Act</b>	means the Companies Act 2006;
<b>Articles</b>	the Company's articles of association for the time being in force,
<b>Bad Leaver</b>	means a Relevant Individual who ceases to be an Employee of the Company or any member of the Group and who is not a Good Leaver. For purposes of this definition the Relevant Individual will be deemed to cease to be an employee on the Cessation Date;
<b>Cessation Date</b>	means the date on which a Relevant Individual ceases to be an Employee of any Group Member for any reason (including death or bankruptcy) or, if the Relevant Individual is still an Employee of a Group Member, the date on which the Relevant Individual becomes eligible for benefits under a permanent health insurance policy;
<b>Controlling Interest</b>	In relation to a person means the ownership by that person and his or its connected persons of Shares carrying the right to exercise more than fifty per cent (50%) of the total number of votes which may be cast on a poll at a general meeting of the Company;
<b>Employee</b>	means an employee under a contract of employment and does not include a person who is solely an office holder;
<b>Good Leaver</b>	<p>Good Leaver means a Relevant Individual</p> <p>(a) who ceases to be an Employee of any Group Member as a result of his death, permanent incapacity due to ill-health (except where such ill-health arises as a result of an abuse of drink or drugs) which, in the opinion of the Board is sufficiently serious to prevent him from carrying out his normal duties, redundancy or retirement in accordance with his contract of employment, or</p> <p>(b) whose contract of employment is terminated by the Company or any member of the Group other than in circumstances justifying summary dismissal, or</p> <p>(c) who is employed by a subsidiary of the Company where that subsidiary ceases for any reason to be within the Group without the individual continuing as an Employee of any other Group Member, or</p>

(d) who does not fall within categories (a) to (c) above, but is determined by the Board (acting by a majority) in its absolute discretion to be a Good Leaver and in this definition the Relevant Individual will be deemed to cease to be an Employee on the Cessation Date;

<b>Group</b>	means the Company and its Subsidiaries (as defined by section 736 Companies Act) from time to time and references to a "Member of the Group" or a "Group Member" will be construed accordingly;
<b>Issue Price</b>	means the amount paid up or credited as paid up (including any premium on issue) on a Share;
<b>Model Articles</b>	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 and reference to a numbered "Model Article" is a reference to that article of the Model Articles;
<b>Ordinary Shareholder</b>	means a holder for the time being of one or more Ordinary Shares;
<b>Ordinary Shares</b>	Ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles and the term Ordinary Share shall be construed accordingly;
<b>Ordinary A Shareholder</b>	means a holder for the time being of one or more Ordinary A Shares;
<b>Ordinary A Shares</b>	Ordinary A shares of £0.01 each in the capital of the Company having the rights set out in these Articles and the term Ordinary A Share shall be construed accordingly;
<b>Ordinary B Shareholder</b>	means a holder for the time being of one or more Ordinary B Shares;
<b>Ordinary B Shares</b>	Ordinary B shares of £0.01 each in the capital of the Company having the rights set out in these Articles and the term Ordinary B Share shall be construed accordingly;
<b>Privileged Relation</b>	means in relation to any Member, the Member's spouse for the time being, cohabitee for the time being (where such cohabitee is the biological parent of one or more of the Member's children), civil partner and all lineal descendants of that Member (including for this purpose any step-child, adopted child or illegitimate child of the Member or his lineal

	descendants) or any person who for the time being is married to any such lineal descendant but no lineal descendant may be a Privileged Relation whilst a minor;
<b>PRs</b>	means the legal personal representative of a deceased Member;
<b>Share</b>	means a share in the capital of the Company; and Shares shall be construed accordingly;
<b>Shareholder</b>	means a holder of a Share
<b>Total Transfer Condition</b>	means a condition in a Transfer Notice stipulating that such Transfer Notice is conditional upon all and not some only of the Sale Shares specified in it being sold;
<b>Transfer Notice</b>	means a notice in writing by a Seller of his wish to transfer any Shares.

**1.2.1** 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 those meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.

**1.3** Unless it is specifically stated otherwise, any dispute as to value, or as to calculations or adjustments to be made, or as to amount, whether to or in respect of Market Value of Sale Shares under Articles 10 or 11.5 or otherwise pursuant to these articles, will be referred Immediately to the Auditors for final determination. If the Auditors decline to act in respect of any such referral or such final determination is disputed by any Member, and such dispute is referred to the Board in writing within 15 Business Days of such final determination being notified to such Member, the matter will be determined by an Independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement within five Business Days after the Auditors have declined to act or the final determination is disputed, appointed by the Incumbent president of the Institute of Chartered Accountants In England and Wales. The Auditors or Independent accountants (as the case may be) will act as expert and not as arbitrator and their costs will be borne as directed by the Article in question or, if the Article is silent on the point as directed by the Auditors / independent accountants. In the absence of any such direction, such costs will be borne equally between parties concerned. The written certificate of the Auditors / independent accountants (as the case may be) will be conclusive and binding on the Company and the Members (except in the case of fraud or manifest error).

## **2. Adoption of the Model Articles**

The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, 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 articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

## **3. Share Capital**

**3.1** Except as otherwise provided in these Articles, the Ordinary Shares, Ordinary A Shares and Ordinary B Shares shall rank *pari passu* in all respects but shall constitute separate classes of Shares.

**3.2** No variation or abrogation of the rights attaching to any class of Shares shall be effective except with the consent of the holders of the relevant class of Shares, which shall be made by way of a special resolution passed at a separate meeting of the holders of the Shares of the relevant class or with the consent in writing of the holders of at least 75% of the issued Shares of the relevant class. Where a special resolution to provide consent for varying or abrogating the rights attaching to a class of Shares is proposed at a separate *general meeting of that class of Shares*, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

**3.3** Each of the following shall without limitation be deemed to constitute a variation of the rights attached to each class of Shares:

any alteration of Articles 4, 5 or 6; and

any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own Shares or other alteration in the Share capital of the Company or any of the rights attaching to any Share capital; in each case other than permitted by or provided for in these Articles.

## **4. Share Rights - Voting**

**4.1** Subject to Article 11.6 (suspension of voting rights during compulsory transfer procedure), each Share shall entitle the holder thereof to receive notice of, to attend and to vote at, general meetings of the Company or to vote on a written resolution.

**4.2** Each Shareholder who is present in person or by proxy or (being a corporation) by a duly authorised representative or by proxy shall have one vote on a show of hands at a general meeting. On a poll, every Shareholder so present shall have one vote for each Share held. On a vote on a written resolution, every Shareholder shall have one vote for each Share held.

## **5. Share Rights - Dividends**

Subject to the company declaring a dividend or the directors deciding to pay an interim dividend, the dividend shall be paid by the Company on each Share held *pari passu* and pro rata on the number of Shares held as if they were one class of share provided that the directors shall be authorised to pay dividends in respect of one class of shares to the exclusion of the others, or to differentiate between the classes as to the amount of dividend payable

## **6. Share Rights - Return of Capital**

On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be distributed to the Shareholders on a *pari passu* basis and pro rata to the number of Shares held by each Shareholder.

## **7. Transfers of Shares – Prohibited Transfers of Shares**

### *General Prohibitions*

**7.1** The Directors will not register any transfer of Shares to any of the following:

**7.1.1** Any person who, in the opinion of the Directors is carrying on business directly or indirectly in competition with the Company or any member of the Group, except that this restriction will not apply to any transfer of Shares pursuant to Articles 12 and/or 13 (Tag Along Rights and Drag Along Rights), or

**7.1.2** Any person who does not have legal capacity to transfer such Shares or otherwise to comply fully with the provisions of these articles.

### *Prohibition unless in accordance with those articles*

**7.2** Subject to Article 7.1, the Directors will not register a transfer of Shares unless:

**7.2.1** The transfer is permitted by Article 8, (Permitted Transfers), or has been made in accordance with Article 9 (Pre-emption), and

**7.2.2** The proposed transferee has entered into a deed of adherence to, and in the form required by the Shareholders' Agreement.

**7.3** For the purpose of ensuring that

**7.3.1** A transfer of shares is permitted under these articles, or

**7.3.2** No circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given, or

**7.3.3** No circumstances have arisen whereby the tag along provisions are required to be or ought to have been triggered pursuant to Article 12,

The Board may require any Member to procure that any person whom the Board reasonably believes has information relevant for such purpose provides the Company with such information and evidence as the Board thinks fit. Pending the provision of such Information, the Board will be entitled to refuse to register any relevant transfer.

## **8. Permitted Transfers**

**8.1** Where any Shares are the subject of a Transfer Notice, no transfers of any such Shares shall be permitted pursuant to this Article 8.

**8.2** Subject to Article 8.1, and to Articles 8.3 to 8.6 (Inclusive), any Share may be transferred

**8.2.1** Subject to Article 8.3, by its beneficial owner to a person shown to the reasonable satisfaction of the Directors to be a nominee for such beneficial owner only, and by any such nominee to the beneficial owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the beneficial owner only, or

**8.2.2** Subject to Article 8.3, by its beneficial owner (being an Individual) to the trustee or trustees of a Family Trust, and by any such Privileged Relation(s) or trustee(s) to the beneficial owner, or to any other person or persons shown to the reasonable satisfaction of the Directors to be a trustee or trustees for the time being (on a change of trustee) of the Family Trust in question, or

**8.2.3** Subject to Article 8.3, by an Original Member to his or her Privileged Relation(s), and by any such Privileged Relation(s) to the Original Member, or to any other person or persons shown to the reasonable satisfaction of the Directors to be a Privileged Relation of the Original Member, or

**8.2.4** When required by, and in accordance with, Article 11 (Compulsory Transfers), or

**8.2.5** To a Buyer in acceptance of an Approved Offer pursuant to Article 12 (Tag Along Rights) or Article 13 (Drag Along Rights), or

**8.2.6** In the case of Shares held by an undertaking, subject to Article 8.4, to a group undertaking of the transferor

*Further transfers by privileged relatives, group members etc.*

**8.3** Where Shares are held by one or more nominees of their beneficial owner, or by a trustee or trustees on a Family Trust or by one or more Privileged Relations of an Original Member and any such person ceases to be

**8.3.1** A nominee of the beneficial owner of the Shares, or

**8.3.2** A trustee of the Family Trust of the beneficial owner of the Shares, or

**8.3.3** A Privileged Relation of the relevant Original Member

such person will on or before the cessation transfer such Shares to a transferee permitted (as the case may be) under Article 8.2.1, Article 8.2.2 or Article 8.2.3.



**8.4** Where Shares have been transferred under Article 8.2.6 (transfers to group undertakings) and the transferee ceases to be a group undertaking of the transferor, it will, on or before the cessation, transfer such Shares to the original transferor or to another group undertaking of the original transferor

**8.5** If a Member fails or refuses to execute and deliver any transfer in respect of any Shares pursuant to its obligations under Article 8.3 or Article 8.4, the Board may authorise any Director to execute and deliver the necessary transfer(s) on the defaulting Member's behalf. The Board will authorise registration of the transfer, and of the transferee as the holder of the Shares so transferred, once appropriate stamp duty (if any) has been paid. After registration, the title of the transferee as registered holder of such Shares will not be affected by any irregularity in or invalidity of such proceedings, which, will not be questioned by any person.

## **9. Pre- Emption**

### *Transfer Notices*

**9.1** Except in the case of a transfer pursuant to Article 8 (Permitted Transfers), and subject to the prohibitions on transfers set out in Article 7, a Seller must give a Transfer Notice to the Company.

**9.2** Each Transfer Notice will (except as provided in Article 11 (Compulsory Transfers) specify

**9.2.1** The number of Sale Shares,

**9.2.2** The Identity of the Proposed Transferee (if any),

**9.2.3** The price per Share at which the Seller wishes to transfer the Sale Shares, and

**9.2.4** Whether or not the Transfer Notice is subject to a Total Transfer Condition.

In the absence of any stipulated Total Transfer Condition, a Transfer Notice will be deemed not to be so conditional. No Total Transfer Condition will apply in respect of any Transfer Notice deemed to have been given pursuant to Article 11.

**9.3** No Transfer Notice will be capable of variation or cancellation without the consent of the Board unless the Auditors or the independent accountants referred to in Article 1.3, as appropriate, subsequently determine the Market Value of the Sale Shares to be less than the price specified in the Transfer Notice.

### *Transfer Price*

**9.4** The Transfer Notice will constitute the Company as the agent of the Seller for the transfer of the Sale Shares in accordance with this Article 9 at the following price (" Transfer Price")

**9.4.1** The price specified in the Transfer Notice if agreed by the Board within 10 Business Days after the date of service or deemed service of the Transfer Notice, or

**9.4.2** In default of agreement under Article 9.4.1,

9.4.2.1 The lower of the price per Share specified in Transfer Notice, and

9.4.2.2 If the Board elects within 15 Business Days after the date of service or deemed service of the Transfer Notice to instruct the Auditors to determine the same, the Market Value of the Sale Shares as at the date of service or deemed service of the Transfer Notice, and as determined in accordance with Articles 1.3 and 9.

*First offer to Original Members*

9.5 Subject to Articles 9.9 and 9.10, within ten Business Days after its receipt of a Transfer Notice or, where later, on the determination of the Transfer Price, the Company (in its capacity as agent for the Seller) will give notice in writing to each of the Original Members (other than the Seller and any other Original Member who has served or who is deemed to have served a Transfer Notice in respect of his entire holding of Shares pursuant to which the sale of such Shares has not then been concluded) offering the Sale Shares for sale at the Transfer Price in accordance with Articles 9.6 and 9.7. The notice will specify that the Original Members will have a period of up to 20 Business Days from the date of such notice within which to apply for some or all of the Sale Shares.

*Pre-emption Procedure*

9.6 It will be a term of any offer made pursuant to Article 9.5 that the Sale Shares will be treated as offered to all Original Members

9.7 It will be a further term of the offer that, if there is competition from any Original Members for the Sale Shares offered to them, such Sale Shares will be treated as offered among such Original Members in proportion (as nearly as possible) to their existing holdings of Shares ("Proportionate Entitlement"). However, the offer will also invite Original Members to indicate in their applications for Sale Shares, whether they would be willing to buy Shares in excess of their Proportionate Entitlement should any such Shares be available and, if so, how many ("Extra Shares").

*Allocation of shares*

9.8 After the expiry of the offer period specified in Article 10.5 (or, if sooner, upon valid applications being received for all of the Sale Shares in accordance with that Article), the Board will allocate the Sale Shares as follows:

9.8.1 If the total number of Sale Shares applied for (including Extra Shares) is equal to or less than the available number of Sale Shares, each offeree will be allocated the number applied for in accordance with his application (subject to Article 9.1.3), or

9.8.2 If the total number of Sale Shares applied for is greater than the available number of Sale Shares, each offeree will be allocated his Proportionate Entitlement, or, if less, the number of Sale Shares which he has applied for,

and

- 9.8.3 Applications for Extra Shares will be allocated in accordance with such applications or, in the event of competition, among those applying for Extra Shares in such proportions as equal (as nearly as possible) the proportions of all the Shares held by such offerees.

*Second Offer to Members*

- 9.9 If all of the Sale Shares are allocated in accordance with Article 9.8, the provisions of this Article will not apply. If none or some only of the Sale Shares are so allocated, the provisions of this Article will have effect as if reference to Sale Shares was to those not allocated in accordance with Article 9.8. Subject to Articles 9.5 to 9.8, within ten Business Days after the allocation of Sale Shares in accordance with Article 9.8 the Company shall (in its capacity as agent for the Seller) immediately offer at the Transfer Price the Sale Shares to the Members other than the Original Members on the same terms and conditions as and applying the provisions of Articles 9.5 to 9.8, as if all references therein were to Members rather than Original Members, which Articles shall apply as if set out in full in this Article 9.9.

*Third Offer to Company*

- 9.10 If all of the Sale Shares are allocated in accordance with Articles 9.8 and, where applicable, Article 9.9, the provisions of this Article will not apply. If none or some only of the Sale Shares are so allocated, the provisions of this Article will have effect as if reference to Sale Shares was to those not allocated in accordance with Article 9.8 and, where applicable, Article 9.9. Subject to Articles 9.5 to 9.9, within ten Business Days after the allocation of Sale Shares in accordance with Article 9.9 the Company shall (in its capacity as agent for the Seller), if the Board resolves, immediately offer at the Transfer Price such number of Sale Shares as the Board may in its discretion decide to the Company pursuant to the relevant provisions of the Companies Act.

*Allocation and Acceptance*

- 9.11 Allocations (or deemed allocations) of Sale Shares made by the Company pursuant to this Article 9 will constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person will be obliged to take more than the maximum number of Sale Shares which he has indicated to the Company he is willing to purchase.

*Completion of sale and purchase of Sale Shares*

- 9.12 The Company will immediately upon allocating any Sale Shares pursuant to this Article 9 give notice in writing ("Allocation Notice") to the Seller and to each person to whom Sale Shares have been allocated specifying
- 9.12.1 The number of Sale Shares so allocated,
- 9.12.2 The aggregate price payable for them,
- 9.12.3 Any additional information required by Article 9.14.1 (if applicable), and
- 9.12.4 (subject to Article 9.14.1) the place and time (being not later than five Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares will be completed.

**9.13** Subject to Article 9.14, completion of the sale and purchase of Sale Shares in accordance with the Allocation Notice will take place at the place and time specified in the Allocation Notice when the Seller will, upon payment of the due price, transfer those Sale Shares specified in the Allocation Notice and deliver the relevant Share certificates to the persons to whom they have been allocated

**9.14** If the Transfer Notice included or was deemed to include a Total Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares

**9.14.1** The Allocation Notice will refer to such Total Transfer Condition and will contain a further offer, open for 28 days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares, and

**9.14.2** completion of the transfer in accordance with the preceding paragraphs of this Article 9 will be conditional upon all such Sale Shares being so allocated

*Default by the Seller*

**9.15** Except in the case of an acquisition of Sale Shares by the Company, if the Seller fails by the due completion date to execute and deliver transfers in respect of any of the Sale Shares which he is due to transfer, the Board may authorise any Director to

**9.15.1** Execute the necessary transfer(s) on the Seller's behalf, and

**9.5.2** Against receipt by the Company of the Transfer Price payable for the relevant Sale Shares (to be held on trust for the Seller without interest) (the receipt being a good discharge to the offeree who will not be bound to see to the application of it), deliver such transfer(s) to the relevant offeree(s)

The Board will authorise registration of the transfer(s), and of the offeree(s) as the holder(s) of the Sale Shares so transferred, once appropriate stamp duty has been paid. After registration, the title of such offeree(s) as registered holder(s) of such Sale Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person.

**9.16** In the case of an acquisition of Sale Shares by the Company, if the Seller fails by the due completion date to transfer and/or to deliver the certificates (or a suitable indemnity) in respect of any Sale Shares, the Board may authorise any Director to execute, complete and deliver the necessary transfer and indemnity to the Company on the Seller's behalf. When that instrument has been duly stamped, the Company will ensure that such share capital is cancelled in accordance with the Companies Act, and will hold the purchase monies on trust (without interest) for the Seller.

*Exhaustion of pre-emption rights - rights and restrictions with regard to sale to third party*

**9.17** Immediately after the exhaustion of any pre-emption process followed in accordance with these articles, if any Sale Shares remain unallocated, the Company will notify the Seller of that fact. The Seller may, at any time within one calendar month after receiving such notice (but not otherwise unless the pre-emption procedure set out in these articles is repeated), transfer any unsold Sale Shares to the Proposed Transferee specified in the Transfer Notice at any price which is not less than the Transfer Price, except that

- 9.17.1 The Board will refuse registration of any transfer to a Proposed Transferee who is a person to whom Shares may not be transferred by virtue of Articles 7.1.1 or 7.1.2,
- 9.17.2 If the Seller included or was deemed to include a Total Transfer Condition in the Transfer Notice which has not been satisfied, the Seller will be entitled to transfer all (but not some only) of the Sale Shares,
- 9.17.3 Any such transfer must be in good faith and the Board may require to be satisfied (in such manner as it may reasonably think fit) that the Sale Shares are being sold at a price which is not less than the Transfer Price without any deduction, rebate or allowance whatsoever. If not so satisfied, the Board shall refuse to register the transfer, and
- 9.17.4 in the case of any deemed transfer process pursuant to Article 10, the Compulsory Seller will not be entitled to transfer any unsold Sale Shares to any third party.
- 9.8 The Seller may not sell any unallocated Sale Shares to any Proposed Transferee that is not named in the Transfer Notice. If the Seller wishes to identify a new Proposed Transferee or change the identity of the Proposed Transferee, the Seller must repeat the pre-emption process by serving a new Transfer Notice

## 10 Valuation

### *Determination of "Market Value"*

If the Auditors (or, by virtue of Article 13, independent accountants) are required to determine Market Value pursuant to Article 9.4.2.2, the provisions set out below will apply

- 10.1 Market Value will be determined by the Auditors or, as the case may be, independent accountants, first valuing the Company as a whole
- 10.1.1 Assuming, if the Company is then carrying on business as a going concern, that it will continue to do so,
- 10.1.2 Assuming that the entire Issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion,
- 10.1.3 taking account of any Shares which may be allotted pursuant to options which have been issued by the Company and which are still outstanding, and
- 10.1.4 taking into account whether the Shares concerned represent a majority or a minority interest
- 10.2 The costs and expenses of the Auditors (or Independent accountants) for reporting on their opinion of the Market Value will be borne as to three quarters by the Seller and as to

the remainder by the purchasing Shareholders pro-rata to the number of Sale Shares purchased by them unless

10.2.1 The Seller revokes the transfer notice under Article 9.3, or

10.2.2 None of the Sale Shares are purchased by Members pursuant to Article 9

In which case the Seller will pay all such costs and expenses

## **11. Compulsory Transfers**

*Circumstances which trigger compulsory transfer*

11.1 This Article 11 applies when

A Relevant Individual is a Member, and/or

A Relevant Individual has established a Family Trust which holds Shares, and/or

A Member holds Shares as the nominee of a Relevant Individual, and/or

Shares are held by a Privileged Relation or other person to whom the Relevant Individual is permitted to transfer Shares under Article 8, and/or

Shares are held by a company, any part of the Issued share capital of which is beneficially owned by the Relevant Individual or a Privileged Relation, Family Trust or other person to whom the Relevant Individual is permitted to transfer Shares under Article 8 and

The Relevant Individual ceases for any reason (including death or bankruptcy) to be an Employee of any member of the Group or, though still an Employee of a member of the Group, becomes eligible for benefits under a permanent health insurance policy

*Compulsory Pre-emption Procedure*

11.2 Within four months after the Cessation Date the Board may serve notice (" Compulsory Sale Notice" ) on the Relevant Individual and/or any holder of Shares referred to in Article 11.1 (or the PRs of any deceased Member or the trustee in bankruptcy of any bankrupt Member) (each a " Compulsory Seller" and together " Compulsory Sellers" ) requiring each such person to offer all of the Shares registered in his or their name(s) or to which he is or they are or may become entitled whether as a result of his or their holding of Shares or otherwise and (absent the service of a Compulsory Sale Notice by such person before such date) such person shall be deemed to have served a Compulsory Sale Notice in such terms on the date which falls 7 days after he is required to do so by the Board.

11.3 The Shares which are the subject of the Compulsory Sale Notice will be offered for sale (other than to any Compulsory Seller or any other Member who has served or who is deemed to have served a Transfer Notice in respect of his entire holding of Shares which is still outstanding) in accordance with the provisions of Article 9, which will apply as if set out in full in this Article except to the extent that they are varied by the following provisions of this Article 11. The Board may also determine in its absolute discretion to revoke any Transfer Notice previously given or deemed to have been given by the Compulsory Seller(s) which is still outstanding at the Cessation Date.

*Sale Price - Good Leaver/Bad Leaver*

11.4 The price for the Sale Shares to which a Compulsory Sale Notice relates will be

11.4.1 If the Relevant Individual is a Good Leaver, the Market Value of such Shares, or

11.4.2 If the Relevant Individual is a Bad Leaver, the lower of

The Issue Price of the Sale Shares (or, where any of the Sale Shares were acquired by a Compulsory Seller by way of transfer rather than allotment, the lower of the Issue Price and the amount paid by such Compulsory Seller on the transfer) (provided that, where the Relevant Individual paid income tax and/or national insurance contributions (together "Employee Tax" ) in respect of the subscription or transfer in question, the subscription price or amount paid on transfer (as the case may be) shall (for the purposes of this Article 11.4.2) be deemed to be the aggregate of the actual subscription price (or amount paid on transfer) plus the Employee Tax), and

The Market Value of the Sale Shares on the Cessation Date to be agreed or determined in accordance with Articles 1.3 and 11.5,

11.5 "Market Value" for the purposes of Article 11 will be

11.5.1 The price agreed between the Compulsory Seller(s) and the Board, or

11.5.2 If they fail to agree a price within 15 Business Days of the date of service of the Compulsory Sale, the price determined by the Auditors (or Independent accountant) to be the Market Value of such Shares on the Cessation Date, according to the principles set out in Article 10.

*Suspension of voting rights during compulsory transfer procedure*

11.6 Any Shares held by a Compulsory Seller on the Cessation Date (and any Shares issued to a Compulsory Seller after such date by virtue of the exercise of any right or option granted or arising by virtue of his holding of the Sale Shares) will cease to confer the right to be entitled to receive notice of, attend and vote at any general meeting of the Company, or any meeting of the holders of any class of Shares with effect from the Cessation Date (or, where appropriate, the date of issue of such Shares, if later), and such Shares will not be counted in determining the total number of votes which may be cast at any such meeting, or for the purposes of a written resolution of any Members or class of Members. That right will be restored immediately upon the Company registering a transfer of the Sale Shares in accordance with this Article 11.

*Transmission of Shares*

11.7 Without prejudice to Articles 11.1 and 11.2 (the provisions of which, when operable, will override the provisions of this Article 11.7 and the provisions of Articles 11.9), a person entitled to a Share or Shares in consequence of the death, bankruptcy, receivership or liquidation of a Member or otherwise by operation of law shall be bound at any time, if called upon writing to do so by the Directors not later than 90 days after the Directors receive notice from the person concerned that he has become so entitled, to give a Transfer Notice (without specifying a Transfer Price) in respect of all of the Shares then registered in the name of the deceased or insolvent Member in accordance with the

provisions of Article 9, which will apply as if set out in full in this Article PROVIDED THAT this Article 11 7 shall not apply to any Shares that pass under the will of an Original Member, in respect of which Article 11 9 shall apply.

- 11.8 If any such person falls to give a Transfer Notice in accordance with Article 11.7 within 10 Business Days after being called upon to do so
- 11.8.1 the Board may authorise any Director to execute and deliver a transfer of the Shares concerned to a person appointed by the Directors as a nominee for the person entitled to the Shares, and
- 11.8.2 the Company may give a good receipt for the purchase price of such Shares, register the purchaser or purchasers as the holders of them and issue certificates for the same to such purchasers. After registration, the title of such purchaser or purchasers as registered holder(s) of such Shares will not be affected by any irregularity in, or invalidity of, such proceedings, which will not be questioned by any person in any such case the person entitled to the Shares as a consequence of the death, insolvency or otherwise by operation of law will be bound to deliver up the certificates for the Shares concerned to the Company whereupon he will become entitled to receive 'the purchase price in the meantime, the purchase price will be held by the Company on trust for such person without interest.
- 11.9 In the event of the death of an Original Member, a person entitled to a Share or Shares in consequence of that death or the PRs of the deceased, as appropriate, shall be bound at any time, if called upon in writing to do so by the Directors not later than 90 days after the Directors receive notice from the person concerned that he has become so entitled, to give a Transfer Notice (without specifying a Transfer Price) in respect of not more than twenty percent (20%) of the Shares then registered in the name of the deceased in accordance with the provisions of Article 9, which will apply as if set out in full in this Article.

## **12 Change of Control – Tag Along Rights**

- 12.1 With the exception of transfers of Shares pursuant to Article 8.2 (Permitted Transfers), no transfer of Shares which would result, if made and registered, in a person or persons acting In Concert obtaining a Controlling Interest, will be made or registered unless
  - 12.1.1 An Approved Offer is made by the proposed transferee(s) (" Buyer" ), and
  - 12.1.2 The Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares pursuant to it.
- 12.2 For the purposes of this Article 12 and Article 13
  - 12.2.1 " Approved Offer" means an offer in writing served on all Members holding Shares (including the proposing transferor), offering to purchase all the Shares held by such Members (including any Shares which may be allotted pursuant to the exercise of options or rights to subscribe for Shares in existence at the date of such offer) which:



Is stipulated to be open for acceptance for at least 15 Business Days,

Offers the same or equivalent consideration for each Share (whether in cash, securities or otherwise in any combination), provided that a reduction, withholding or retention of consideration to take account of tax payable or which might be payable by a Member or by his employing company in relation to the conversion of securities, the exercise of an option over Shares and/or the disposal of Shares shall not prejudice the application of this paragraph,

Includes an undertaking by or on behalf of the Buyer that no other consideration, (whether in cash or otherwise) is to be received or receivable by any Member which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares to be sold by such Member, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other Member for the purchase of Shares,

is on terms that the sale and purchase of Shares in respect of which the offer is accepted will be completed at the same time.

### **13 Change of Control – Drag Along Rights**

- 13.1 Whenever an Approved Offer is made, the holders of seventy five per cent (75%) or more of the Shares shall have the right (" Drag Along Right") to require (in the manner set out in Article 13.2) all of the other holders of Shares including persons who acquire Shares following the making of the Approved Offer pursuant to the exercise of options (" Other Shareholders") to accept the Approved Offer in full
- 13.2 The Drag Along Right may be exercised by the service of notice to that effect on the Other Shareholders at the same time as, or within five Business Days following the making of the Approved Offer (or, if later, within five Business Days following the acquisition by the relevant Other Shareholder of any Shares)
- 13.3 On the exercise of the Drag Along Right, each of the Other Shareholders will be bound to accept the Approved Offer in respect of its entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance
- 13.4 If any of the Other Shareholders falls to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of its Shares pursuant to the Approved Offer, or otherwise fails to take any action required of it under the terms of the Approved Offer, any persons so authorised by the Board may accept the offer on behalf of the Other Shareholder in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholder in question. In particular, such person may execute the necessary transfer(s) on that Other Shareholder's behalf, and against
  - 13.4.1 Receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares (the receipt being a good discharge to the Buyer, who will not be bound to see to the application of it), and
  - 13.4.2 Compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer

deliver such transfer(s) to the Buyer (or its nominee). The Board will then authorise registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the Shares so transferred. After registration, the title of the Buyer (or its nominee) as registered holder of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person. The Other Shareholder will in such a case be bound to deliver up its certificate for its Shares to the Company, or a statutory declaration of loss (as appropriate) whereupon the Other Shareholder will be entitled to receive the purchase price for such Shares.