

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

OF

HLW 229 Limited

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

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

"A Director"	any director appointed to the Company by the holder(s) of a majority of the A Shares;
"A Shareholder"	means any holder of A Shares;
"A Shares"	means the A ordinary shares of £0.01 each in the capital of the Company as issued from time to time;
"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;
"appointor"	has the meaning given in article 11.1;
"Approved Issue"	means the allotment of shares or the granting of rights to subscribe for, or convert any security into, any shares in the Company pursuant to the EMI Scheme;
"Articles"	means the Company's articles of association for the time being in force;
"Asset Sale"	means the disposal by the Company or an Associated Company of all, or a substantial part of, the business and assets of the Company or an Associated Company to a person other than the Company or an Associated Company;
"Associated Company"	means a subsidiary of the Company, a subsidiary of a subsidiary of the Company, the holding company of the Company, a subsidiary of the holding company or a subsidiary of a subsidiary of the



	holding Company;
"Available Profits"	profits available for distribution within the meaning of part 23 of the Companies Act 2006;
"B Shares"	means the B ordinary shares of £0.01 each in the capital of the Company as issued from time to time;
"Bad Leaver"	a Departing Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Good Leaver;
"Board"	the board of directors of the Company as constituted from time to time;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business;
"C Shares"	means the C ordinary shares of £0.01 each in the capital of the Company as issued from time to time;
"Company"	means HLW 229 Limited registered in England and Wales with company number 05112997 and whose registered office (at the time of adoption of these Articles) is at Whitley Hall Hotel, Whitley Hall Elliott Lane, Grenoside, South Yorkshire, S35 8NR;
"Conflict"	has the meaning given in article 7.1;
"Continuing Shareholders"	has the meaning given in article 18.1;
"Controlling Interest"	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
"D Shares"	means the D ordinary shares of £0.01 each in the capital of the Company as issued from time to time;
"Deemed Transfer Notice"	means a Transfer Notice that is deemed to have been served under any provisions of these Articles;
"Departing Shareholder"	<p>Employee means an Employee Shareholder who ceases to be:</p> <ol style="list-style-type: none"> 1. a director of the Company; or 2. an employee of the Company; or 3. a director of an Associated Company; or

4. an employee of an Associated Company,

each of the above being separate conditions the satisfaction of any one or more of which will result in the Employee Shareholder being a "Departing Employee Shareholder" and each such condition being referred to as a **"Termination Condition"**;

"E Shares"

means the E ordinary shares of £0.01 each in the capital of the Company as issued from time to time;

"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);

"EMI Scheme"

means the HLW 229 Limited enterprise management incentive scheme governed by the rules of such scheme adopted by the Company on 31st March 2020 as amended or varied from time to time;

"Employee Shareholder"

means a shareholder (excluding an A Shareholder) who is, or has been, a director and/or an employee of the Company or an Associated Company;

"Exit"

means a Share Sale, Listing or Asset Sale;

"Exit Proceeds"

means the net sum having deducted therefrom all costs (professional or otherwise) and expenses associated therewith received or receivable by the holders of the shares sold or disposed of in a Share Sale or Listing or by the Company as a result of an Asset Sale;

"Good Leaver"

an Employee Shareholder who becomes a Departing Employee Shareholder by reason of:

- a) death;
- b) retirement, permanent disability or permanent incapacity through ill-health;
- c) redundancy (as defined in the Employment Rights Act 1996); or
- d) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive,

or the Majority Shareholder (at its sole discretion) otherwise determines that the Employer Shareholder is a Good Leaver;

"Listing"

means the admission of all of the shares in the capital of the Company to trading on a Securities Market;

"Market Value"

means in relation to shares, as determined in accordance with article 21;

"Model Articles"

means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (S/ 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;

"Proposed Sale Price"

has the meaning given in article 18.1.2;

"Return of Capital"

means a distribution of assets (whether in cash or in specie) by the Company on a liquidation, return of capital or otherwise (including any such return of assets following an Asset Sale) and shall include any distribution by way of dividend but shall exclude a return of capital on a redemption of shares or the purchase by the Company of its own shares;

"Sale Shares"

has the meaning given in article 18.1;

"Sale Price"

has the meaning given in article 18.2;

"Sale Threshold"

means in relation to Exit Proceeds or Surplus Assets (as the case may be):

- a) where the Exit or Return of Capital takes place in 2020, £4,000,000;
- b) where the Exit or Return of Capital takes place in 2021, £3,600,000;
- c) where the Exit or Return of Capital takes place in 2022, £3,200,000;
- d) where the Exit or Return of Capital takes place in 2023, £2,800,000;
- e) where the Exit or Return of Capital takes place in 2024, £2,400,000;
- f) where the Exit or Return of Capital takes

place in 2025, £2,000,000;

- g) where the Exit or Return of Capital takes place in or after 2026, £1,600,000;

"Securities Market"

means any market which is listed under Part II, Part III or Part IV of Schedule 3 to the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or AIM;

"Seller"

has the meaning given in article 18.1;

"Share Sale"

means the sale of (or the grant of a right to purchase or to dispose of) any shares in the issued share capital of the Company (in one transaction or a series of transactions) which will result in the buyer of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company;

"Shareholder Consent"

the prior consent of the holder of the majority of the A Shares from time to time;

"Surplus Assets"

has the meaning given in article 30.1;

"Termination Date"

means the first date upon which a Termination Condition occurs and on which an Employee Shareholder thereby becomes a Departing Employee Shareholder;

"Transfer Notice"

means a notice in writing given by any shareholder to the other shareholders where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares;

"Valuers"

means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 10 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator); and

"Writing or written"

means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or

otherwise, save that, for the purposes of article 18 to article 19, article 22 and article 23, "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax).

- 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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 A reference to a 'holding company' or a 'subsidiary' means a holding company or a subsidiary (as the last may be) as defined in section 1159 of the Act.
- 1.7 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.9 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 21, 24(2)(c), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.10 Article 7 of the Model Articles shall be amended by:
 - 1.10.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.10.2 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".
- 1.11 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".

- 1.12 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 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)," after the words "the transmittee's name".
- 1.15 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

DIRECTORS

2. DIRECTORS' MEETINGS

- 2.1 Any decision of the directors must be taken at a meeting of directors in accordance with the Articles or must be a decision taken in accordance with article 3.
- 2.2 Subject as provided in the Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 2.3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless:
 - 2.3.1 more votes are cast for it than against it; and
 - 2.3.2 (unless, in accordance with the Articles, no A Director is an Eligible Director) at least one A Director who is participating in the meeting of the directors have voted in favour of it.
- 2.4 Except as provided by article 5, each director has one vote at a meeting of directors.
- 2.5 If at any time before or at any meeting of the directors a majority of the A Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated), then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

3. UNANIMOUS DECISIONS

- 3.1 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.

3.2 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.

3.3 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.

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 one A Director, unless, in accordance with the Articles, no A Director is an Eligible Director in which case the quorum for the meeting of the directors shall be any two directors of the Company.

4.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

4.2.1 to appoint further directors; or

4.2.2 to call a general meeting so as to enable the shareholders to appoint further directors.

5. CASTING VOTE

5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman has a casting vote. The post of chair of the Board will be held by an A Director.

5.2 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, no A Director is an Eligible Director for the purposes of that meeting (or part of a meeting).

6. 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 Act, 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 contract or proposed contract 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 contract or proposed contract 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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 to the extent permitted by the Act, 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; 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 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 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 subject to any maximum.

10. APPOINTMENT OF DIRECTORS

- 10.1 The holder(s) of a majority of the A Shares for the time being shall be entitled to appoint one or more persons to be an A Director.
- 10.2 Any Director (including an A Director) may at any time be removed from office by the holder(s) of a majority of the A Shares. Subject to article 10.3, other than in the case of an A Director who is a director, any director who is an employee of the Company

and who ceases to be an employee shall be removed from office from the date his employment ceases.

- 10.3 If any A Director shall die or be removed from or vacate office for any cause, the holder(s) of a majority of the A Shares shall appoint in his place another person to be an A Director in his place.
- 10.4 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder(s) of a majority of the A Shares and served on each of the other shareholders and the Company at its registered office, and on the director, in the case of his removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 10.5 The right to appoint and to remove a Director (including an A Director) under this article shall be a class right attaching to the A Shares.
- 10.6 No A Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.
- 10.7 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, or any other person approved by resolution of the directors, 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 person who is an alternate director but not a director:
 - 12.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 12.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision, but does not participate); and
 - 12.3.3 shall not be counted as more than one director for the purposes of articles 12.3.1 and 12.3.2.
- 12.4 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).
- 12.5 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.

SHARES

14. SHARE CAPITAL

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

15. FURTHER ISSUES OF SHARES: AUTHORITY

Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, or in relation to an Approved Issue, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

16. FURTHER ISSUES OF SHARES: PRE-EMPTION RIGHTS

16.1 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.

16.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme, including but not limited to an Approved Issue), those equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a *pari passu* and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

16.2.1 shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

16.2.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.

16.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 16.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 16.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 16.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

- 16.4 Subject to Articles 16.2 and 16.3 and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

17. **SHARE TRANSFERS: GENERAL**

- 17.1 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.
- 17.2 No share shall be transferred unless the transfer is made in accordance with these Articles.
- 17.3 The directors shall register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 17.4 Any transfer of shares by way of a sale that is required to be made under article 18, article 19, article 22 or article 23 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

18. **PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES**

- 18.1 Subject to article 19, a shareholder ("**Seller**") wishing to transfer its shares ("**Sale Shares**") must give a Transfer Notice to the other shareholders ("**Continuing Shareholders**") giving details of the proposed transfer including:
- 18.1.1 the identity of the proposed buyer;
 - 18.1.2 the price (in cash) at which it proposes to sell the Sale Shares ("**Proposed Sale Price**")
 - 18.1.3 the number of Sale Shares; and
 - 18.1.4 whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold ("**Minimum Transfer Condition**").
- 18.2 The price for each Sale Share ("**Sale Price**") the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Continuing Shareholders or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Market Value of each Sale Share determined in accordance with article 21.
- 18.3 As soon as practicable following the agreement or the determination of the Sale Price in accordance with article 18.2, the Board shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 18 at the Sale Price. Each offer shall be in writing and give details of the number and Sale Price of the Sale Shares offered.
- 18.4 The directors shall, subject to article 18.9, offer the Sale Shares in the following order of priority:

18.4.1 first, to the holders of A Shares ("**A Shareholder(s)**"); and

18.4.2 second, to all other shareholders not including the A Shareholders ("**Second Offer Shareholders**"),

in each case excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.

18.5 The directors shall offer the Sale Shares first to the A Shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date twenty Business Days after the offer (both dates inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy.

18.6 If:

18.6.1 at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each A Shareholder who has applied for Sale Shares in the proportion which his existing holding of shares of the class being offered bears to the total number of shares of that class (excluding those held by the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the A Shareholders shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

18.6.2 not all Sale Shares are allocated following allocations in accordance with article 18.6.1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 18.6.1. The procedure set out in this article 18.6.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

18.6.3 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the A Shareholders in accordance with their applications. The balance (the "**Initial Surplus Shares**") shall be dealt with in accordance with article 18.7.

18.7 At the end of the First Offer Period, the directors shall offer the Initial Surplus Shares (if any) to the Second Offer Shareholders, inviting them to apply in writing within the period from the date of the offer to the date twenty Business Days after the offer (both dates inclusive) (the "**Second Offer Period**") for the maximum number of Initial Surplus Shares they wish to buy.

18.8 If:

18.8.1 at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to each

Second Offer Shareholder who has applied for Initial Surplus Shares in the proportion which his existing holding of shares of the class held by Second Offer Shareholders bears to the total number of shares of that class. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Second Offer Shareholders shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy;

- 18.8.2 not all Initial Surplus Shares are allocated following allocations in accordance with article 18.8.1, but there are applications for Initial Surplus Shares that have not been satisfied, the directors shall allocate the remaining Initial Surplus Shares to such applicants in accordance with the procedure set out in article 18.8.1. The procedure set out in this article 18.8.2 shall apply on any number of consecutive occasions until either all Initial Surplus Shares have been allocated or all applications for Initial Surplus Shares have been satisfied; and
- 18.8.3 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Second Offer Shareholders in accordance with their applications. The balance (the "**Second Surplus Shares**") may, with Shareholder Consent, be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 18.13.
- 18.9 In the event that there are no A Shareholders (other than the Seller(s)) at the date of the Transfer Notice and/or Deemed Transfer Notice(s) (as the case may be), article 18.4 and article 18.5 shall apply but the Sale Shares shall be offered first to the Second Offer Shareholders and the provisions of those articles shall apply to an offer of the Sale Shares to the Second Offer Shareholders mutatis mutandis.
- 18.10 The directors shall, when no further offers or allocations are required to be made under article 18.4 to article 18.9 (inclusive), give notice in writing of the allocations of Sale Shares (an "**Allocation Notice**") to the Seller and each shareholder to whom Sale Shares have been allocated (each an "**Applicant**"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him ("**Consideration**") and the place and time for completion of the transfer of the Sale Shares (which shall be at least ten Business Days, but not more than twenty 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, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Applicant may reasonably require to show good title to the Sale Shares, or to enable him to be registered as the holder of the Sale Shares.
- 18.12 If the Seller fails to comply with article 18.11:

- 18.12.1 the chairman of the Board (or, failing him, one of the other Directors, or some other person nominated by a resolution of the Board) 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 Sale Shares to the Applicants;
 - 18.12.1.2 receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration); and
 - 18.12.1.3 (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
- 18.12.2 the Company shall pay the Consideration 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 Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.
- 18.13 If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 18.7, then, subject to article 18.14 and within 30 Business Days following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Initial Surplus Shares/Second Surplus Shares (as applicable) or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Sale Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 18.13 shall continue to be subject to any Minimum Transfer Condition.
- 18.14 The Seller's right to transfer Sale Shares under article 18.13 does not apply if the Board reasonably considers that:
- 18.14.1 the transferee is a person (or a nominee for a person) who is a competitor with (or an associate of a competitor with) the business of the Company; or
 - 18.14.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - 18.14.3 the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Board to enable it to form the opinion mentioned above.
- 18.15 The restrictions imposed by this article 18 may be waived in relation to any proposed transfer of Sale Shares with the consent of the shareholders who, but for the waiver, would or might have been entitled to have such Sale Shares offered to them in accordance with this article 18.

19. **PERMITTED TRANSFERS**

Acting with Shareholder Consent only, a shareholder of the Company may at any time transfer some or all of his shares in the Company without being required to follow the provisions set out in article 18 and without restriction as to price or otherwise, and any such transfer shall be registered by the Board.

20. **COMPULSORY TRANSFERS**

20.1 A shareholder is deemed to have served a Transfer Notice ("**Deemed Transfer Notice**") under article 18.1 immediately before any of the following events:

- 20.1.1 a petition being presented, or an order being made, for the shareholder's bankruptcy; or
- 20.1.2 an application to the court being made under section 253 of the Insolvency Act 1986 where the shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
- 20.1.3 the shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or
- 20.1.4 the shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
- 20.1.5 the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
- 20.1.6 any encumbrancer taking possession of, or a receiver being appointed over or in relation to, any material part of the shareholder's assets; or
- 20.1.7 the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets.

20.2 In the event that a shareholder (being an Employee Shareholder) becomes a Departing Employee Shareholder (a "**Compulsory Employee Transfer**") (unless the directors otherwise direct in writing within 10 Business Days of the Termination Date) any Transfer Notice served (or deemed to be served) by such Employee Shareholder before the Termination Date shall automatically lapse.

20.3 At any time following the Termination Date and upon a resolution of the board of directors, the directors shall be entitled (but not obliged) to specify a date on which the Departing Employee Shareholder is deemed to have served a Transfer Notice which for the purposes of these Articles shall be a "**Deemed Transfer Notice**".

20.4 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- 20.4.1 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares;

- 20.4.2 the Sale Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee Shareholder is:
- 20.4.2.1 a Bad Leaver, be restricted to the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Market Value of such Sale Shares; and
 - 20.4.2.2 a Good Leaver, be the aggregate Market Value of such Sale Shares.
- 20.5 If the Departing Employee Shareholder fails to complete a transfer of Sale Shares as required under this article 20, the Continuing Shareholders are irrevocably authorised to appoint any person they nominate for the purpose as agent to transfer the Sale Shares on the Departing Employee Shareholder's behalf and to do anything else that the Continuing Shareholders may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Departing Employee Shareholder, giving a receipt that shall discharge the proposed buyer.

21. VALUATION

- 21.1 As soon as practicable after deemed service of a Transfer Notice under article 19, the shareholders shall appoint the Valuers to determine the Market Value of the Sale Shares.
- 21.2 The Valuers shall be requested to determine the Market Value within 60 Business Days of their appointment and to notify the shareholders in writing of their determination.
- 21.3 The Market Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions:
- 21.3.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company but on the basis that the value of the issued share in the capital of the Company (including the Sale Shares) would be distributed amongst the shareholders in such amounts and in such order of priority as would be applicable under article 30 and for the purposes of this article 21 the Exit Proceeds would be deemed to be the valuation by the Valuer of the entire issued share capital of the Company and the Sale Threshold would be determined by reference to the date upon which the Valuers were requested to determine the Market Value;
 - 21.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 21.3.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - 21.3.4 the Sale Shares are sold free of all encumbrances;

- 21.3.5 the sale is taking place on the date the Valuers were requested to determine the Market Value; and
- 21.3.6 to take account of any other factors that the Valuers reasonably believes should be taken into account.
- 21.4 The shareholders are entitled to make submissions to the Valuers including oral submissions and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 21.5 To the extent not provided for by this article 21.5, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 21.6 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud).
- 21.7 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation (including any fees and costs of any advisers appointed by the Valuers) shall be borne by the shareholders equally or in such other proportions as the Valuers shall direct.

22. **TAG ALONG**

- 22.1 Without having to give a Transfer Notice to the Continuing Shareholders and going through the procedure set out in article 18, the provisions of article 22.2 to article 22.5 shall apply if the holder of a majority of the A Shares for the time being ("**Seller**") proposes to transfer 75% or more of the shares in the Company ("**Sale Shares**") to a bona fide purchaser on arm's length terms ("**Proposed Transfer**") and such transfer would, if carried out, result in such person ("**Buyer**") acquiring 75% or more of the issued share capital of the Company.
- 22.2 Before making a Proposed Transfer, the Seller shall procure that the Buyer makes an offer ("**Offer**") to the minority shareholders for the time being to purchase all of the minority shareholders shares held by them for at least the consideration per share equal to the consideration per share to be paid to the Seller, either for like consideration or its cash equivalent or shares or in some other form of security or consideration at the election of the Buyer.
- 22.3 The Offer shall be made by written notice ("**Offer Notice**"), at least 10 Business Days before the proposed transfer date ("**Transfer Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:
 - 22.3.1 the identity of the Buyer;
 - 22.3.2 the purchase price and other terms and conditions of payment;
 - 22.3.3 the Transfer Date; and

- 22.3.4 the number of Sale Shares proposed to be purchased by the Buyer ("**Offer Shares**").
- 22.4 If the Buyer fails to make the Offer in accordance with article 22.2 and article 22.3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Sale Shares effected in accordance with the Proposed Transfer.
- 22.5 If the Offer is accepted by the minority shareholders in writing within 5 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by such shareholder.

23. **DRAG ALONG**

- 23.1 Without having to give a Transfer Notice to the Continuing Shareholders and going through the procedure set out in article 18, if the A Shareholder(s) ("**Dragging Shareholder(s)**") wish to transfer all or some of his shares to a bona fide purchaser on arm's length terms ("**Proposed Buyer**"), the Dragging Shareholder(s) may require the Continuing Shareholders ("**Called Shareholder**") to sell and transfer all of its shares ("**Called Shares**") to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article ("**Drag Along Option**").
- 23.2 The Dragging Shareholder(s) may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholder ("**Drag Along Notice**") at any time before the transfer of its shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 23.2.1 that the Called Shareholder is required to transfer all of its Called Shares pursuant to this article 23;
- 23.2.2 the person to whom the Called Shares are to be transferred;
- 23.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount equal to at least the consideration per share to be paid to the Dragging Shareholder(s), either for like consideration or its cash equivalent or shares or in some other form of security or consideration at the election of the Proposed Buyer; and
- 23.2.4 the proposed date of the transfer.
- 23.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Dragging Shareholder(s) have not sold their shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Dragging Shareholder(s) may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 23.4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 23.
- 23.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the shares unless:

- 23.5.1 the Dragging Shareholder(s) and the Called Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
- 23.5.2 that date is less than 5 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 5 Business Day after service of the Drag Along Notice.
- 23.6 On or before the Completion Date, the Called Shareholder shall execute and deliver a stock transfer form for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholder, on behalf of the Proposed Buyer, the amounts due pursuant to article 23.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholder in trust for the Called Shareholder without any obligation to pay interest.
- 23.7 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholder shall be entitled to the return of the stock transfer form and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholder shall have no further rights or obligations under this article 23 in respect of its shares.
- 23.8 If the Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 23.6) transfer(s) in respect of all of the Called Shares held by it, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Dragging Shareholder(s) to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 23.8.

DECISION MAKING BY SHAREHOLDERS

24. POLL VOTES

- 24.1 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.
- 24.2 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.

25. PROXIES

- 25.1 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".

- 25.2 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.

ADMINISTRATIVE ARRANGEMENTS

26. MEANS OF COMMUNICATION TO BE USED

- 26.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 26.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 26.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 26.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 26.1.4 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.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 26.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

27. INDEMNITY

- 27.1 Subject to article 27.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 27.1.1 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 in the actual or purported execution and/or discharge of his duties, or in relation to them 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

27.1.2 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 27.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

27.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

27.3 In this article:

27.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

27.3.2 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).

28. **INSURANCE**

28.1 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.

28.2 In this article:

28.2.1 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);

28.2.2 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

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

INCOME

29. DIVIDENDS

- 29.1 Subject to article 29.2, any Available Profits in respect of any Financial Year shall be applied, if and to the extent that the Board shall resolve, in paying to the holders of shares in each class of shares in the capital of the Company as the Board may determine.
- 29.2 There shall be no obligation to pay equal dividends to the holders of each class of shares or to pay dividends to all classes of shares if dividends are declared in favour of any one or more class of shares.

30. CAPITAL RIGHTS

On:

- 30.1 a Return of Capital, the surplus assets and retained profits of the Company available for distribution amongst the shareholders ("**Surplus Assets**"); or
- 30.2 an Exit (other than an Asset Sale), the Exit Proceeds,

will be distributed to the holders of A Shares, B Shares, C Shares, D Shares and E Shares as follows:

- a) if the Surplus Assets or Exit Proceeds (as the case may be) do not exceed the Sale Threshold, the Surplus Assets or Exit Proceeds (as the case may be) shall be paid to the holders of A Shares and B Shares (in each case pro-rata as if such shares constituted a single class);
- b) if the Surplus Assets or Exit Proceeds (as the case may be) exceed the Sale Threshold but do not exceed £4,000,000:
 - i. the Surplus Assets or Exit Proceeds (as the case may be) up to the Sale Threshold shall be paid to the holders of A Shares and B Shares (in each case pro-rata as if such shares constituted a single class); and
 - ii. the amount by which any Surplus Assets or Exit Proceeds (as the case may be) exceeds the Sale Threshold shall be paid to the holders of A Shares, B Shares, C Shares and D Shares (in each case pro-rata as if such shares constituted a single class),
- c) if the Surplus Assets or Exit Proceeds (as the case may be) exceed £4,000,000:
 - i. the Surplus Assets or Exit Proceeds (as the case may be) up to the Sale Threshold shall be paid to the holders of A Shares and B Shares (in each case pro-rata as if such shares constituted a single class);
 - ii. the amount by which any Surplus Assets or Exit Proceeds (as the case may be) exceed the Sale Threshold, but do not exceed the sum of £4,000,000, shall be paid to the holders of A Shares, B Shares, C Shares and D Shares (in each case pro-rata as if such shares constituted a single class);

- iii. the amount by which any Surplus Assets or Exit Proceeds (as the case may be) exceeds £4,000,000 shall be paid to the holders of A Shares, B Shares, C Shares, D Shares and E Shares (in each case pro-rata as if such shares constituted a single class).