

Company Number: 07809594

**The Companies Act 2006
Private Company Limited by shares
Articles of Association
of
Planit LGPM Limited**

(Adopted by special resolution passed on 17 July 2015)



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1 Interpretation

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

"Act"	the Companies Act 2006,
"appointor"	has the meaning given in Article 12.1,
"Articles"	the Company's articles of association for the time being in force,
"Business Day"	any day other than a Saturday, Sunday or public holiday in the United Kingdom,
"Conflict"	has the meaning given in Article 10.1,
"Continuing Shareholder"	has the meaning given in Article 20.4,
"Controlling Interest"	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,
"Eligible Director"	a director who would be entitled to vote on the matter at a meeting of directors
"Expert"	an independent firm of accountants appointed by the Shareholders or, in the absence of agreement between the Shareholders on the expert or his terms of appointment within 20 Business Days of a Shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator),

"Fair Value"	in relation to Shares, their fair value as determined in accordance with Article 23 1,
"Interested Director"	has the meaning given in Article 10 1,
"Model Articles"	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,
"Share(s)"	a share in the capital of the Company,
"Shareholder"	a holder of Shares,
"Subsidiary"	in relation to a company wherever incorporated (a holding company) means "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee Unless the context requires otherwise, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time,
"Transfer Notice"	an irrevocable 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 Where such notice is deemed to have been served it shall be referred to as a Deemed Transfer Notice ,
"Writing or written"	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 Articles 20 to 25 (inclusive), "writing" or "written" shall not include the sending or supply of notices, documents or

information in electronic form (other than by fax),

"A Share"

an ordinary share of £0.01 in the capital of the Company designated as an A Share, and

"B Share"

an ordinary share of £0.01 in the capital of the Company designated as a B Share

- 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 but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 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 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
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2 Adoption of the model articles

- 2.1 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
- 2.2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2) and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"
- 2.4 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"

- 2 5 Articles 31(1)(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

3 Appointment of directors

- 3 1 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

4 Directors' meetings

- 4 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with Article 5
- 4 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 4 3 Meetings of the directors shall take place monthly, with a period of not more than 5 weeks between any 2 meetings
- 4 4 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes

5 Unanimous decisions of directors

- 5 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
- 5 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

6 Calling a directors' meeting

Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors

7 Quorum for directors' meetings

- 7 1 Subject to article 7 2, the quorum for the transaction of business at a meeting of directors is two Eligible Directors

- 7 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 10 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director

8 Casting vote

- 8 1 No chairman or other director shall have a casting vote

9 Transactions or other arrangements with the company

- 9 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company

- 9 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,

- 9 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,

- 9 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,

- 9 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,

- 9 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

- 9 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

10 Directors' conflicts of interest

- 10 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**)
- 10 2 Any authorisation under this article 10 will be effective only if
- 10 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,
- 10 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 10 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
- 10 3 Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently)
- 10 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,
- 10 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,
- 10 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,
- 10 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 10 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
- 10 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
- 10 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

10 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

10 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

11 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

12 Appointment and removal of alternate directors

12 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

12 1 1 exercise that director's powers, and

12 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

12 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

12 3 The notice must

12 3 1 identify the proposed alternate, and

12 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

13 Rights and responsibilities of alternate directors

13 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

13 2 Except as the Articles specify otherwise, alternate directors

13 2 1 are deemed for all purposes to be directors,

13 2 2 are liable for their own acts and omissions,

13 2 3 are subject to the same restrictions as their appointors, and

13 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

13 3 A person who is an alternate director but not a director

13 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),

13 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

13 3 3 shall not be counted as more than one director for the purposes of articles 13 3 1 and 13 3 2

13 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), but shall not count as more than one director for the purposes of determining whether a quorum is present

13 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

14 Termination of alternate directorship

14 1 An alternate director's appointment as an alternate terminates

14 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

14 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,

14 1 3 on the death of the alternate's appointor, or

14 1 4 when the alternate's appointor's appointment as a director terminates

Shares

15 Share capital

- 15 1 At the date of the adoption of these Articles, the share capital of the Company is divided into A Shares and B Shares. The A Shares and the B Shares constitute separate classes of Share.
- 15 2 In these Articles, unless the context requires otherwise, references to Shares of a particular class shall include Shares created and/or issued after the date of adoption of these Articles.
- 15 3 The holders of the A Shares shall not be entitled to dividends with respect to that class of shares.
- 15 4 The B Shares shall each be entitled to receive (pari passu to the amounts paid up on the B Shares) such dividends as the directors may from time to time declare in respect of that class of shares.
- 15 5 The A Shares and the B Shares shall confer upon the holders thereof the same rights and they shall rank pari passu in all respects, save as regards voting and dividends. The holders of the A Shares shall confer voting rights in accordance with article 28 below. The B Shares shall not confer any voting rights.
- 15 6 On the transfer of any Share as permitted by these Articles, a Share transferred to a non-Shareholder shall remain of the same class as before the transfer.
- 15 7 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a special resolution of the Shareholders.
- 15 8 Each of the following shall be deemed to constitute a variation of the rights attached to each class of Shares:
 - 15 8 1 any alteration in the Articles,
 - 15 8 2 any reduction, subdivision, consolidation, redenomination, 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, and
 - 15 8 3 any resolution to put the Company into liquidation.

16 Issue of Shares

- 16 1 Shares may be issued as nil, partly or fully paid.
- 16 2 Unless the Shareholders of the Company by special resolution direct otherwise, all Shares which the directors propose to issue must first be offered to the Shareholders in accordance with the following provisions of this Article.

- 16 3 Shares must be offered to Shareholders in proportion as nearly as may be to the number of existing Shares held by them respectively
- 16 4 The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined
- 16 5 After the expiration of the period referred to in 16 4 above, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them, and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer
- 16 6 Any Shares not accepted pursuant to the offer referred to in 16 4 and the further offer referred to in 16 5 or not capable of being offered as aforesaid except by way of fractions and any Shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit
- 16 7 On an issue of any Shares to a Shareholder in accordance with this article 16, the Share to be allotted shall be a Share of the same class as those Shares already held by the Shareholder
- 16 8 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded

17 Further issues of Shares authority

- 17 1 Subject to Article 16 and the remaining provisions of this Article 15, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to
- 17 1 1 offer or allot,
- 17 1 2 grant rights to subscribe for or to convert any security into, or
- 17 1 3 otherwise deal in, or dispose of,
- any Shares to any person, at any time and subject to any terms and conditions as the directors think proper
- 17 2 The authority referred to in Article 15 1
- 17 2 1 shall be limited to a maximum nominal amount as may from time to time be authorised by the Company by ordinary resolution,
- 17 2 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and

17 2 3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired)

18 Share transfers

18 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

18 2 No Share shall be transferred unless the transfer is made in accordance with these Articles

19 Permitted transfers – Transfers within a Group

Any Shareholder which is a body corporate may at any time transfer any Shares held by it to a company which is for the time being a subsidiary or holding company of that body corporate or another subsidiary of such holding company (each a "member of the same group") Where, following a transfer or series of transfers of Shares pursuant to this article, the transferee of any Shares ceases at any time for any reason to be a member of the same group as the original transferor of those Shares, such transferee shall forthwith transfer all the Shares held by it to the original transferor for such consideration as they may agree between them and, if they do not agree such consideration or if the transfer is not effected for any other reason within 20 Business Days of the date on which the transferee ceased to be a member of the same group as the original transferor, the Directors may require such transferee to serve a Transfer Notice in respect of all the Shares held by it and the provisions of article 20 shall apply

20 Transfer of Shares

20 1 No Shareholder is to sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share in the capital of the Company except as permitted by these Articles or with the prior written consent of all other Shareholders

20 2 Except for transfers to which all other Shareholders give their prior written consent or pursuant to Articles 19, 24 and 25, no Shareholder is to transfer any Shares unless he transfers all (and not some only) of the Shares held by him, and then only in accordance with the remaining provisions of this Article 20

20 3 Save where the provisions of Articles 19, 24 or 25, apply, any transfer of Shares shall be subject to the pre-emption rights contained in this Article 20

20 4 A Shareholder ("Seller") wishing to transfer Shares ("Sale Shares") is to give notice in writing ("Transfer Notice") to the other parties excluding any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice under Article 21 ("Continuing Shareholders") specifying the details of the

proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s), the proposed price for each Sale Share ("Proposed Sale Price") and each Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of ordinary shares held by him bears to the total number of ordinary shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his "Entitlement")

- 20 5 The Continuing Shareholders (or any of them) may, by giving notice in writing ("Price Notice") to the Seller at any time within 15 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the Seller and the Continuing Shareholders are to endeavour to agree a price for each of the Sale Shares. If they have not agreed such a price within 15 Business Days of the Seller's receipt of a Price Notice, they (or any of them) may instruct the Expert to determine the Fair Value of each Sale Share in accordance with Article 23.
- 20 6 If, following delivery to him of the Expert's written notice in accordance with Article 23 the Seller does not agree with Expert's assessment of the Fair Value of the Sale Shares, he will be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within 10 Business Days of delivery to him of the Expert's written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these Articles.
- 20 7 Within 30 Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 10 Business Days of receipt of the Expert's determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with Article 20 6), a Continuing Shareholder will be entitled (but not obliged) to give notice in writing ("Acceptance") to the Seller stating that he wishes to purchase his Entitlement to the Sale Shares at the Sale Price.
- 20 8 If, on the expiry of the relevant period referred to in Article 20 7, the total number of Sale Shares applied for is greater than the available number of Sale Shares, each accepting Continuing Shareholder will be allocated his Entitlement.
- 20 9 If, on expiry of the relevant period referred to in Article 20 7, the total number of Sale Shares applied for is less than the available number of Sale Shares, the surplus balance of Sale Shares ("Surplus Sale Shares") will be offered to all the Continuing Shareholders inviting them to apply in writing within 10 Business days of the date of this second offer ("Second Offer Period") for the maximum number of Surplus Sale Shares they wish to buy.
- 20 10 If, at the end of this Second Offer Period the number of Surplus Sale Shares applied for is greater than the available number of Surplus Sale Shares, each accepting Continuing Shareholder will be allocated his Entitlement.
- 20 11 Completion of those Sale Shares accepted by Continuing Shareholders is to take place in accordance with Article 22.

20 12 In relation to any Sale Shares not accepted by Continuing Shareholders under Articles 20 7 and 20 9

20 12 1 the Seller will be entitled to transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price, and

20 12 2 the Seller agrees to procure that any buyer of Sale Shares that is not, immediately prior to completion of the transfer in question, a party to these Articles will, at completion, enter into a deed of adherence with the Continuing Shareholders, agreeing to be bound by the terms of any shareholders' agreement in force between the Continuing Shareholders at that time, in such form as the Continuing Shareholders may reasonably require (but not so as to oblige the buyer to have any obligations or liabilities greater than those of the Seller)

21 Events of default

21 1 A Shareholder is deemed to have served a Transfer Notice under Article 20 4 immediately before any of the following events of default

21 1 1 his death, or

21 1 2 a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or

21 1 3 a court order being made or resolution being passed or other process being commenced for the liquidation, winding up or dissolution of the Shareholder, or the appointment of an administrator, receiver, administrative receiver or other such person, or an arrangement being entered into with its creditors, or it being unable to pay its debts as they fall due

21 2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that

21 2 1 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares and the Sale Price will be the Fair Value of those Shares, determined by the Expert in accordance with Article 23, and

21 2 2 the Seller does not have a right to withdraw the Transfer Notice following a valuation

22 Completion of share purchase

22 1 Completion of the sale and purchase of Shares under Article 20 and Article 21 is to take place within 30 Business Days after

- 22 1 1 the date of delivery (or deemed date of delivery) of the Transfer Notice to the Continuing Shareholders, unless the Continuing Shareholders (or any of them) have served a Price Notice under Article 20 5, or
- 22 1 2 the date of delivery of determination of the Sale Price in accordance with Article 20 5
- 22 2 At such completion
 - 22 2 1 the Seller will deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders or the Company may reasonably require to show good title to the Shares, or to enable him to be registered as the holder of the Shares,
 - 22 2 2 each relevant Continuing Shareholder will deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller), and
 - 22 2 3 if, following a sale of Shares in accordance with these Articles, the Seller holds no further Shares the Seller is to deliver, or procure that there are delivered to the Company, his resignation as a Director of the Company (where relevant) and resignations from any Directors appointed by him as a majority of the Continuing Shareholders may require, such resignations to take effect at completion of the sale of the Sale Shares
- 22 3 Any transfer of Shares by way of a sale under these Articles will be deemed to include a warranty that the Seller sells the Shares with full title guarantee
- 22 4 If any Continuing Shareholder fails to pay the Sale Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Sale Price will accrue interest at a rate equal to 2% per annum above the base rate of Barclays Bank PLC from time to time
- 22 5 Each of the Continuing Shareholders will procure (so far as is lawfully possible in the exercise of his rights and powers as a Shareholder) the registration (subject to due stamping by the Continuing Shareholders) of the transfers of the Sale Shares under this Article 22 and each of them consents to such transfers and registrations

23 Fair value

- 23 1 The **Fair Value** for any Sale Share is to be the price per share agreed between the parties, or in the case of issuance of a Price Notice in accordance with Article 20 5, as determined in writing by the Expert on the following bases and assumptions

- 23 1 1 valuing each of the Sale Shares as a proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent,
- 23 1 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- 23 1 3 the sale is to be on arms' length terms between a willing seller and a willing buyer,
- 23 1 4 the Shares are sold free of all restrictions, liens, charges and other encumbrances, and
- 23 1 5 the sale is taking place on the date the Expert was requested to determine the Fair Value

24 Drag along

- 24 1 If the holders of B Shares in issue ("Selling Shareholders") wish to transfer all of their interest in the Shares ("Sellers' Shares") to a bona fide arm's length purchaser ("Proposed Buyer"), the Selling Shareholders may require all other Shareholders ("Called Shareholders") to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article 24 ("Drag Along Option")
- 24 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("Drag Along Notice") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify
 - 24 2 1 that the Called Shareholders are required to transfer all their Shares ("Called Shares") pursuant to this Article 24,
 - 24 2 2 the person to whom the Called Shares are to be transferred,
 - 24 2 3 the consideration payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares and to the extent that the consideration comprises shares, loan notes or other securities in the acquiring entity or an affiliated entity, either the Seller Shareholder or the Called Shareholder may require that a cash alternative is paid to the Called Shareholders, and
 - 24 2 4 the proposed date of the transfer
- 24 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 25 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice

- 24 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 24
- 24 5 Completion of the sale of the Called Shares shall take place on the Drag Completion Date Drag Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless
- 24 5 1 all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Drag Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders, or
- 24 5 2 that date is less than 25 Business Days after the date on which the Drag Along Notice is served, in which case the Drag Completion Date shall be the 25th Business Day after service of the Drag Along Notice
- 24 6 The rights of pre-emption set out in these Articles shall not apply to any transfer of Shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served
- 24 7 On the Drag Completion Date, against delivery by the Called Shareholders of stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their Shares pursuant to Article 24 2 3 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 received from the Proposed Buyer which are due to the Called Shareholders pursuant to Article 24 2 3 in trust for the Called Shareholders without any obligation to pay interest
- 24 8 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder hereby irrevocably appoints any person nominated for the purpose by the Selling Shareholders to be his attorney in his name and on his behalf to execute, sign or do any such instrument or thing against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof in order to give that attorney the full benefit of the provisions of this Article 24 7 After the Proposed Buyer (or its nominee) has been registered as the holder, 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 24
- 24 9 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company or on the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the

Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 24 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder

25 Tag along

25 1 Except in the case of transfers pursuant to Article 19 and 21, and after going through the pre-emption procedure set out in Article 20, the provisions of Article 25 2 to Article 25 6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares ("Proposed Transfer") which would, if carried out, result in any person ("Buyer"), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company

25 2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer ("Offer") to

25 2 1 the other Shareholders to purchase all of the Shares held by them,

25 2 2 the holders of any existing options to acquire Shares (granted by the Company or under any share option arrangements established by the Company) that are already capable of exercise or that are expected to become capable of exercise before the Proposed Transfer, to purchase any Shares acquired on the exercise of options at any time before the Proposed Transfer, and

25 2 3 the holders of any securities of the Company that are convertible into Shares ("Convertible Securities"), to purchase any Shares arising from the conversion of such Convertible Securities at any time before the Proposed Transfer,

for a consideration in cash per Share that is equal to the price per Share offered or paid by the Buyer to the Seller

25 3 The Offer shall be given by written notice ("Offer Notice"), at least 20 Business Days ("Offer Period") before the proposed sale date ("Sale Date") To the extent not described in any accompanying documents, the Offer Notice shall set out

25 3 1 the identity of the Buyer,

25 3 2 the purchase price and other terms and conditions of payment,

25 3 3 the Sale Date, and

25 3 4 the number of Shares proposed to be purchased by the Buyer ("Offer Shares")

25 4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company or persons listed in Article 25 2 in accordance with Article 25 2 and Article 25 3, the

Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer

25 5 If the offer is accepted by any Shareholder ("Accepting Shareholder") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders and the entry into a deed of adherence between the Buyer and the Continuing Shareholders, agreeing to be bound by the terms of the Shareholders' Agreement in such a form as the Continuing Shareholders may reasonably require

25 6 The Proposed Transfer is subject to the pre-emption provisions of Article 20, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions

Decision making by Shareholders

26 Quorum for general meetings

26 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy holding A Shares

26 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

27 Chairing general meetings

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the Shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

28 Voting

28 1 At a general meeting, on a show of hands every A Shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself an A Shareholder entitled to vote, on a poll every A Shareholder present in person or by proxy shall have one vote for each A Share of which he is the holder, and on a vote on a written resolution every A Shareholder has one vote for each A Share of which he is the holder

28 2 Only the A Shareholders may vote on any resolution proposed as a written resolution

28 3 The B Shareholders shall have no right to vote

29 Poll votes

29 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

- 29 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

30 Proxies

- 30 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 general meeting (or adjourned meeting) to which they relate"
- 30 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" as a new paragraph at the end of that article

Administrative arrangements

31 Means of communication to be used

- 31 1 Subject to Article 31 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- 31 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,
- 31 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 31 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 31 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

- 31 2 Any notice, document or other information served on, or delivered to, an intended recipient under Articles 20 to 25 (inclusive) (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website
- 31 3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

32 Indemnity and insurance

32 1 Subject to Article 32 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

32 1 1 each relevant officer of the Company 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 affairs, and

32 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 32 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

32 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

32 3 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

32 4 In this article

32 4 1 a "relevant officer " means any director or other officer [or former director or other officer] of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and

32 4 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 or any pension fund of the Company