

ADMG Limited written resolution authorising reclassification of B Shares and adoption of new articles

Company number 08337132

**PRIVATE COMPANY LIMITED BY SHARE
WRITTEN RESOLUTIONS**

of

ABACUS DIRECT MANUFACTURING GROUP LIMITED (Company)

19 DECEMBER 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 below are passed, with resolution 2 being passed as a special resolution (together, **Resolutions**).

RESOLUTION

1. THAT each of the 22 B Ordinary Shares of £1 each in the capital of the Company be and are hereby reclassified as A Ordinary Shares of £1 each, having the rights set out in the articles of association of the Company as the existing A Ordinary Shares.

SPECIAL RESOLUTION

2. That the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of the Company's existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution[s].

The undersigned, a person entitled to vote on the above Resolutions on 19 December 2017, hereby irrevocably agrees to the Resolutions:

Signed by IAN DAVID PATTISON

Ian David Pattison

Date

19/12/2017

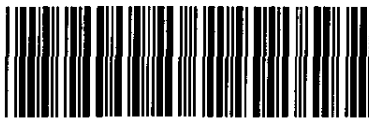
Signed by STEPHEN PAUL BRADBURY

Stephen Paul Bradbury

Date

19th Dec 2017

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COMPANIES HOUSE

ADMG Limited written resolution authorising reclassification of B Shares and adoption of new articles

NOTES

1. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand.** Deliver the signed copy to Abacus House, Jubilee Court, Copgrove, Harrogate HG3 3TB.
- **Post.** Return the signed copy by post to Abacus House, Jubilee Court, Copgrove, Harrogate HG3 3TB.

If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3. Unless sufficient agreement has been received for the Resolution to pass by 31 December 2017, it will lapse.

END OF DOCUMENT

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ABACUS DIRECT MANUFACTURING GROUP LIMITED

COMPANY NUMBER 08337132

Adopted by special resolution passed on 19 December 2017

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Accountants: the accountants to the Company from time to time;

Articles: means the company's articles of association for the time being in force unless specific reference is made to the Model Articles;

Available Profits: the profits available for distribution determined in their absolute discretion by the Directors having regard to the provisions of Part 23 the Act always provided that they make suitable allowance for adequate working capital and capital for investment in the business of the Company;

A Member: means a Member holding A Shares in the capital of the Company;

C Member: means a Member holding C Shares in the capital of the Company;

A Shares: means the A Shares of £1 each in the share capital of the Company from time to time;

C Shares: means the C Shares of £1 each in the share capital of the Company from time to time;

D Shares: means the D Shares of £1 each in the share capital of the Company from time to time;

Business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Conflict: has the meaning given in article 7.1;

Deemed transfer notice: means a transfer notice deemed to be given under any provision of these Articles;

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);

Founder Members: means Ian David Pattison and Stephen Paul Bradbury;

Member: means the holder of Shares of either or all classes;

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

Paid up: means in relation to a Share, paid up or credited as paid up;

Personal Representatives: means in relation to a Member, any person or persons who have become entitled to his Shares in consequence of his death, bankruptcy or mental incapacity;

Share: means a share in the capital of the Company of each class;

Transfer Notice: has the meaning attributed thereto in Article 7.2 and includes where the context admits, a deemed transfer notice.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meaning 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 meaning 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:

- (a) Any subordinate legislation from time to time made under it; and
- (b) Any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 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.

1.7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.

1.8 Articles 11(2), and (3), 13, 14(1), (2), (3) and (4) and 21(1) of the Model Articles shall not apply to the company.

1.9 Article 7 of the Model Articles shall be amended by:

- a) The insertion of the words **“for the time being”** at the end of article 7(2)(a); and
- b) 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”**.

1.10 Article 20 of the Model Articles shall be amended by the insertion of the words **“(including alternate directors) and the secretary”** before the words **“properly incur”**.

1.11 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”**.

1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words **“, subject to article 10,”** after the word **“But”**.

1.13 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”**.

1.14 Articles 31(1) (a) to (c) (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”**. Article 31(d) of the Model Articles shall be amended by the deletion of the words **“either”** and **“or by such other means as the directors decide”**

2.1 words or expression the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles.

2.2 words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate, and unincorporated; and (in each case) vice versa.

3. In relation to any Member, references to any English legal term for any action, remedy, method or judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that Member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned.

4. Share Capital

4.1 The Share Capital of the Company at the date of the adoption of these Articles shall comprise:

- i) A Shares of £1 each;
- ii) C Shares of £1 each;
- iii) D Shares of £1 each

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

4.2 The C Shares and D Shares shall not entitle the holders to appoint directors of the Company, nor to attend or vote at general meetings of the Company.

4.3 The A Members shall be entitled to appoint and remove directors of the Company.

4.4 Unless all the A Members otherwise agree in writing, any new Shares issued to a C Member shall be C Shares and any new Shares issued to a D Member shall be D Shares including any new Shares issued pursuant to Article 36 of the Model Articles. Any new shares issued to an A Member may be A Shares and/or C Shares at the discretion of the Founder Members.

4.5 The Company shall not have power to issue Share warrants to bearer.

5. Issue of New Shares and Alteration of Capital

Subject always to the other provisions of these Articles the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities of the Company to such persons and on such terms and conditions as the Directors think proper.

6. Lien

The Company shall have a first and paramount lien on all Shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company,

whether he shall be the sole registered holder thereof or shall be one or two or more joint holders for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a Share. The Directors may resolve to exclude any Share or any amount payable in respect of a Share from the application of this Article.

7. Transfer of Shares

- 7.1 No Member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any Share (save as may be required in pursuance of his obligations under these Articles or any) or create or permit to exist any charge, lien encumbrance or trust over any Share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to Article 7.5 and Article 10) as permitted in these Articles.
- 7.2 If a Member or other person entitled to transfer a Share in the Company at any time attempts to deal with or dispose of the Share or any interest therein including an equitable interest, otherwise than in accordance with the provisions of Article 7.1, he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such Share. The Transfer Price shall be as determined in accordance with Article 9 and the provisions of Article 8 and Article 10 (as appropriate) shall thereupon apply to the Share. In accordance with article 7.4 such Transfer Notice shall be deemed to have been received by the Company on the date on which the Board shall receive actual notice of such attempt. The Board shall comply with its obligations under Article 8 and such Member shall not be entitled to revoke the deemed Transfer Notice.
- 7.3 For the purpose of ensuring that a particular transfer of Shares is permitted under these Articles the Directors may require the transferor or the person named as transferee in any transfer lodged for registration to provide them with such information and evidence as they may think reasonably necessary or relevant. Failing such information or evidence being provided to the reasonable satisfaction of the Directors within a period of 28 days after such request the Directors shall refuse to register the transfer in question.
- 7.4 Where a Transfer Notice in respect of any Share is deemed to have been given under any provision of these Articles or under any and the circumstances are such that the Directors (as a whole) are unaware of the facts giving rise to the same such transfer notice shall be deemed to have been received by the Directors on the date on which the Directors (as a whole) actually become aware of such facts and the provisions of Articles 9 and 10 shall apply accordingly.
- 7.5 The Directors shall not refuse to register any transfer of a Share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any Share which would otherwise be permitted hereunder if it is a transfer;

- 7.5.1 of a Share on which the Company has a lien;
- 7.5.2 of a Share to a person of whom they do not approve.

7.6 No transfer of Shares in the Company shall be made otherwise than in accordance with (and the Board shall decline to register any transfer not made in accordance with) the provisions of these Articles.

7.7 If a Member or any of his Personal Representatives becomes aware of any event which is deemed to give rise to an obligation to serve a transfer notice he shall forthwith give written notice thereof to the Directors.

8. Procedure for Transfer of Shares

- 8.1 Subject as otherwise provided in these Articles, in the event of any Member wishing to transfer part or all of the Shares held by them, (the "Retiring Member") they shall first give notice in writing (a "Transfer Notice") to the Company specifying the number and denoting numbers (if any) of the Shares which the Retiring Member wishes to sell ("the Transfer Shares"). A Transfer Notice shall constitute the Company the agent of the Retiring Member for the sale of the Transfer Shares at the price ascertained pursuant to Article 9 below or otherwise agreed between the Retiring Member and the Company wishing to purchase the Shares of the Retiring Member in accordance with this Article 8 ("The Transfer Price"). Immediately on receipt of a Transfer Notice the Board shall instruct the Accountants to determine the Transfer Price (unless the Transfer Price has been agreed between the Retiring Member and the Company).
- 8.2 A D Member may not issue a Transfer Notice or transfer D Shares to any third party without first following the procedure in articles 8.4 to 8.8 and without the prior written consent of the A Members, who shall be entitled to withhold consent at their absolute discretion. If a Transfer Notice has been issued in accordance with this article, a notice of exercise of option issued by the Buyers under article 11.1 before consent has been given shall take priority over such Transfer Notice.
- 8.3 In the event of a transfer by a D Member of D Shares to another party, with the consent of the A Members in accordance with Article 8.2, such D Shares shall automatically be re-classified as A Shares on registration of the transfer.
- 8.4 Any Retiring Member delivering a Transfer Notice shall deposit with the Company the Share Certificate or certificates and the appropriate stock transfer form(s) in respect of such Transfer Shares and a Transfer Notice once given shall be irrevocable without the consent of the Board.

8.5 If in any case any Retiring Member, after having become bound to transfer any Transfer Shares makes default in doing so the Company may receive the Transfer Price and the Board of the Company may appoint some person to execute instruments of transfer of the Transfer Shares in favour of the proposed transferees and shall thereupon cause the names of the proposed transferees to be entered in the register of Members of the Company as the holders of the Transfer Shares and shall hold the Transfer Price in trust for the Retiring Member. The receipt of the Company therefore shall be a good discharge to the proposed transferee and after their names shall have been entered in the register of Members of the Company in exercise of the aforesaid power of the validity of the transactions shall not be questioned by any person.

8.6 As soon as the Transfer Price has been determined the Directors shall hold a Board meeting to determine if the Company has sufficient distributable profits as defined in section 683 of the Act to purchase the Transfer Shares at the Transfer Price. If the Directors determine that the Company has such distributable profits and that it is in the Company's best interests to do so then the Directors shall take all steps necessary for the Company to purchase the Transfer Shares in accordance with Part 18 of the Act. In the event that the Directors determine under this article 8.6 that the Company shall not purchase the Transfer Shares then within 14 days of such determination the Company shall, subject to the provisions of the following paragraphs of this Clause 8, offer by notice in writing the Transfer Shares specifying the Transfer Price in a Transfer Notice addressed only to A Members (if any, other than to the Retiring Member if applicable). For the avoidance of doubt, neither C Members nor D Members shall be offered or permitted to purchase the Transfer Shares) and the subsequent provisions of this Clause shall be construed accordingly. Those Members who wish to buy the Transfer Shares shall signify their acceptance in writing to the Retiring Shareholder and to the Company within sixty days of the date of the Transfer Notice.

8.7 The Transfer Shares shall be divided amongst the A Members who have indicated a willingness to accept (if more than one) in proportion to the number that each proposed transferee has notified to the Retiring Member and the Company that he is willing to accept out of the total number of Transfer Shares: fractions, if any, being rounded off to the nearest whole number and in the event of dispute, in proportion to the number of Shares then held by them respectively. The Transfer Shares purchased by the A Members shall be automatically reclassified as A Shares on registration of the transfer.

8.8 If after the expiry of the period of thirty days referred to in Article 8.4, no A Members have accepted the Transfer of Shares or if acceptances have been received for part only of the Transfer Shares comprised in the Transfer Notice, the Retiring Member shall be entitled for a period of six months to transfer all or the remaining Transfer Shares to any person at not less than the Transfer Price.

9. Transfer Price

9.1 In the event that the Accountants are required to determine the Transfer Price at which Shares are to be transferred pursuant to these Articles such Transfer Price shall be the amount the Accountants shall on the application of the Board certify in writing to be the Transfer Price which in their opinion represents the fair market value for the Transfer Shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given and not taking account of whether the Transfer Shares comprise a minority interest in the Company or have limited rights. The Accountants shall be required to determine the Transfer Price within six months of the date on which the Transfer Notice or deemed Transfer Notice was given. In arriving at their valuation, the Accountants shall obtain an open market valuation of the fixed assets and real property of the Company and its subsidiaries and substitute that value for the balance sheet value for the purposes of arriving at the Transfer Price.

9.2 In so certifying, the Accountants shall act as experts and not as arbitrators and in the event that the amount so certified is disputed by any of the parties the matter may be referred to an umpire (acting as expert not as arbitrator) nominated by the parties (or, in the event of no agreement as to nomination within seven days, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the written request of any individual party) whose decision shall be final and binding on the parties in the absence of manifest error and shall be deemed to be the certification under this Article 9.2 and whose costs shall be borne as the umpire shall determine.

9.3 The costs of the Accountants shall be borne by the Company.

9.4 If the Transfer Price of the Transfer Shares exceeds £50,000, the Transfer Price shall be paid by 4 equal and successive half-yearly instalments over 2 years the first instalment being paid within 6 months of the Transfer Price of the Transfer Shares being determined by the Accountants. If the Transfer Price of the Transfer Shares is less than £50,000 the Transfer Price shall be paid within 6 months of the relevant value of the Transfer Shares being determined by the Accountants.

10. Deemed Transfers

10.1 Each of the Company and the Members shall procure (so far as it is lawfully within their power to do so) that any Member, who having been a Director or Employee of the Company (but, for the avoidance of doubt, not a Founder Member) ceases to be such a Director or Employee (a "Retiring Member") or who is a person or persons to whom Shares formerly held by a Retiring Member have been transferred (whether or not by the Retiring Member) pursuant to these Articles or who holds Shares for or on behalf of a Retiring Member, shall, upon that Retiring Member being declared bankrupt or ceasing for whatever reason to be an Employee of the Company be deemed to have given (immediately before the happening of such event) a Transfer Notice in accordance with Article 8 in respect of all Shares then held by or for the benefit of the Retiring Member (the "Transfer Shares").

10.2 As from the date a Transfer Notice is deemed to have been given pursuant to Article 10.1 and until such time as the provisions of Article 8 have been complied with the Transfer Shares in respect of which such notice is given shall cease to entitle the holder thereof or any proxy to any voting rights (whether on a show of hands or on a poll) otherwise attaching to the Transfer Shares, to any right to attend any meeting of the Company or to any further Shares issued in right of the Transfer Shares in pursuance of any offer made to the holder thereof whether such rights would otherwise have been exercisable at a general meeting of the Company or any separate meeting of the class in question.

10.3 On the death of any A Member Article 11 shall apply.

11. Put and Call Options on Death

11.1 On the death of an A Member where there is one or more surviving A Member:

11.1.1 the A Shares registered in the name of the deceased A Member shall automatically be reclassified as D Shares and shall remain as D Shares for a period of three years from the date of death of the relevant A Member, whether held by the Personal Representatives or beneficiaries of the estate of the deceased A Member unless either purchased by another A Member, or transferred to a third party in accordance with Article 8.3, in which case they will be automatically revert to being A Shares after registration of the transfer. After such period of three years they shall automatically be reclassified as A Shares.

11.1.2 the personal representatives of the A Member ("the Personal Representatives") may require the surviving A Members ("Buyers") to purchase 1% of the D Shares held by the Personal Representatives ("the 1% D Option Shares") on the terms of this Article 11 ("the D 1% Put Option") on the exercise of which the Buyers will become bound to complete the sale of the 1% D Option Shares on the terms of this Article 11;

11.1.3 the Buyers shall have the option to buy the 1% D Option Shares from the Personal Representatives on the terms of this Article 11 ("the 1% D Call Option") on the exercise of which the Personal Representatives will become bound to complete the sale of the 1% D Option Shares on the terms of this Article 11;

11.1.4 The 1% Put Option and the 1% Call Option may be exercised by the option holder by notice in writing to or by the Buyers as the case may be, given within 6 months after the date of the death of the A Member;

11.1.5 the Buyers shall have the option to buy some or all of the D Shares held by the Personal Representatives or beneficiaries of the deceased A Member ("Balance D Option Shares") on the terms of this Article 11 ("Balance D Call Option")

whether after or as an alternative to exercising the D 1% Call Option, within three years of the death of the relevant A Member and by multiple exercise of the Balance D Call Option, on the exercise of which the holders of the Balance D Option Shares will become bound to complete the sale of them on the terms of this Article 11;

11.1.6 A notice of exercise under this article 11.1 shall be served by the option holder on the company at the same time as on the other party to the option.

11.2 Immediately on receipt of an option notice referred to in Article 11.1 the Directors shall instruct the Accountants to determine the Transfer Price pursuant to Article 9. As soon as the Transfer Price has been determined the Directors shall notify the parties to the relevant option referred to in Article 11.1.

11.3 Completion of the sale and purchase of the 1% D Option Shares and or Balance D Option Shares as the case may be shall take place within three months of the Transfer Price being notified by the Directors to the parties when the Personal Representatives or beneficiaries of the deceased A Member as the case may be shall deliver executed Share transfers in respect of all of the 1% D Option Shares and or Balance D Option Shares in favour of the Buyers and Share Certificate for such Shares (or an Indemnity in respect of any lost Share Certificate in such form as the Buyers shall reasonably require) against payment of the price for the 1% D Option Shares, or the Balance D Option Shares.

11.4 If the Transfer Price of the 1% D Option Shares and or Balance D Option Shares exceeds £50,000, the Transfer Price shall be paid by 4 equal and successive half-yearly instalments over 18 months, the first instalment being paid on completion of the transfer.

11.5 If on the death of an A Member there is no surviving A Member the provisions of articles 11.1 to 11.4 shall not apply and:

11.5.1 The A Shares of the deceased A Member shall continue to be A Shares; and

11.5.2 any D Shares in issue shall be automatically reclassified as A Shares.

11.6 On the death of a C Member the personal representatives of that deceased C Member ("the C Personal Representatives") may require the Company ("the Buyers") to purchase all (but not some only) of the Shares held by the C Personal Representatives and ("the C Option Shares") on the terms of this Article 11 ("the C Put Options") on the exercise of which the Company will become bound to purchase (subject to Article 11.9 below) and the C Personal Representatives will become bound to complete the sale of all of the deceased C Member's Shares on the terms of this Article 11.

11.7 On the death of a C Member the Company shall have the option to purchase all (but not some only) of the Shares held by the C Personal Representatives ("the C Option Shares") on the terms of this Article 11 ("the C Call Options") on the exercise of which the C Personal Representatives will become bound to sell and the Company will become bound to complete the purchase

subject to Article 11.9 below) of all of the Shares of the deceased C Member on the terms of this Article 11.

11.8 Where the options in articles 11.1 or 11.6 are exercised, the Buyers (where A Members) shall be obliged to purchase the C Option Shares, the 1% D Option Shares or Balance D Option Shares (as the case may be) in the proportions in which they hold A Shares unless the Buyers agree otherwise between themselves and notify the Directors of such agreement.

11.9 Completion of the sale and purchase of the C Option Shares (as the case may be) shall take place within three months of the Transfer Price being determined when the Personal Representatives shall deliver executed Share transfers in respect of all the C Option Shares in favour of the Buyers (or such of them as are obliged to purchase the C Option Shares and Share Certificates for the C Option Shares (or an Indemnity in respect of any lost Share transfer in such form as the Buyers may reasonably require) against payment of the price for the B Option Shares, or the C Option Shares.

11.10 If the Transfer Price of the C Option Shares exceeds £50,000, the Transfer Price shall be paid by 4 equal and successive half-yearly instalments over 2 years the first instalment being paid within 6 months of the Transfer Price of the C Option Shares being determined by the Accountants.

12. Prohibited Transfers

Notwithstanding anything else contained in these Articles no Share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

13. Drag Along Rights

13.1 In the event that one or more Members of the Company holding between them in excess of 50% in aggregate of the Shares for the time being in issue ("Sellers") propose to sell the legal or beneficial interest in their holdings of Shares to a person with whom none of them is connected, by nonetheless the Seller(s) procure that an offer is made by the proposed transferee (or any person or persons acting in concert with it) to the holders of all other issued Shares in the Company to acquire their entire holdings of Shares then (subject as hereinafter provided) the Seller or the Sellers (as the case may be) shall have the right but not any obligation (the "Drag Along Right") to acquire all of the other holders of shares in the Company (the "Called Shareholders") to accept in full the offer procured to be made to them.

13.2 The Drag Along Right may be exercised by the Seller or the Sellers serving notice to that effect (the "Drag Along Notice") to the Called Shareholders at the same time as or within 7 days following the making of the offer.

13.3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Seller or the Sellers (as the case may be) do not transfer their entire holdings of Shares in the Company to the person making that offer (or to that person's nominee) not later than the date specified as the date for completion of the sale and purchase of Shares pursuant to acceptances of the offer.

13.4 Upon the exercise of the Drag Along Rights in accordance with this Article 13:

- 13.4.1 each of the Called Shareholders shall be deemed to have accepted the offer made to him, in respect of all Shares held by him in accordance with the terms of the offer applicable to him to comply with the obligations assumed by virtue of such acceptance and to have irrevocably waived any pre-emption rights he may have in relation to the transfer of any of such Shares; and
- 13.4.2 Each of the Called Shareholders shall become obliged to deliver up to such transferee or his nominee an executed transfer of such Shares and the certificate(s) in respect of the same together with an executed waiver of all such pre-emption rights.
- 13.4.3 If any Called Shareholder fails to accept the offer made to him or, having accepted such offer fails to take any action required of him under the terms of the offer *within 4 days of becoming required to do so, then the Directors shall be entitled* to, and shall authorise and instruct such person as they think fit to execute the necessary transfer(s) on behalf of the Called Shareholders and, against receipt by the Company (on trust for such Shareholder but without interest) of the purchase moneys payable for the relevant Shares, deliver such transfer(s) and pre-emption waivers to the proposed transferee or its nominee and register such transferee or its nominee as the holder thereof, and after such transferee or his nominee has been registered as the holder the validity of such proceedings shall not be questioned by any person.

14. Tag Along Rights

14.1 If at any time more Members ("Proposed Sellers") propose to sell between them in aggregate and whether in one or a series of related transactions 50% or more of the Shares then in issued ("Proposed Sale Shares") to any person other than pursuant to Article 8 such transfer shall only be made in accordance with the pre-emption rights set out in Articles 8 and 14 and thereafter the Proposed Sellers may only sell the Proposed Sale Shares if they comply with the remaining provisions of this Article 14.

14.2 The Proposed Sellers shall give written notice ("Proposed Sale Notice") to the other Members of such intended sale at least 14 days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the Identity of the proposed buyer ("Proposed Buyer"), the purchase price and other terms and conditions of payment, the proposed date of sale ("Proposed Sale Date") and the number of Shares proposed to be purchased by the Proposed Buyer.

14.3 Any other Member shall be entitled, by written notice given to the Proposed Sellers within 14 days of receipt of the Proposed Sale Notice, to be permitted to sell up to the same proportion of his Shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.

14.4 If any other Shareholder is not given the rights accorded him by the provisions of this Article 14 the proposed Sellers shall be required not to complete their proposed sale of Shares and the Directors shall be bound to refuse to register any transfer intended to carry such a sale into effect.

15. Proceedings at general meetings.

15.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. The quorum for a general meeting is to be two A Members present in person or by proxy while there is more than one, but only one when there is only one.

15.2 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved; In any other case it shall stand adjourned to the same day in the next week, at the same time and place (or to such day and at such other time and place as all the Members may agree in writing). If at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the adjourned any two Members present in person or by proxy shall be a quorum.

15.3 At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Article 44 of the Model Articles shall be modified accordingly.

15.4 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a Directors or the secretary thereof or by its duly appointed attorney or duly authorised representative.

15.5 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.

15.6 The chairman of a general meeting shall not be entitled to a second or casting vote.

16. Written Resolutions.

Any written resolution of the Members, may in the case of a corporation, be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.

17. Votes of Members.

17.1 Only A Members shall be entitled to vote at a general meeting of the Company. Neither B Members nor C Members shall be entitled to vote.

17.2 D Members shall not be entitled to vote within three years of the date of the death of the A Member who formerly owned the A Shares concerned, but their Shares will automatically be reclassified as A Shares three years after the death of such A Member in accordance with article 11.11, whereupon the D Members shall become A Members and entitled to vote by article 17.1.

17.3 Subject as provided below in this paragraph and to any other special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, on a show of hands every A Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote and on a poll every A Member shall have one vote for every Share of which he is the holder.

18. Alternate Directors

18.1 Any Director (other than an alternate Director or an Additional Director) may at any time appoint any person (including another Director) to be an alternate Director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 19. The same person may be appointed as the alternate Director of more than one Director.

18.2 The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointer ceases to be a Director.

18.3 An alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointer is a Member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointer is not personally present and generally such at such meeting to perform all functions of his appointer as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director of the relevant class. It shall not be necessary to give notices of meetings to an alternate Director who is absent from the United Kingdom. If an alternate Director shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointer

is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointer. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director of the purposes of these Articles.

18.4 An alternate Director shall not be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.

19. Appointment of Directors.

19.1 As long as a Founder Member continues to hold A Shares he shall be entitled to be a director of the Company.

19.2 The holder or holders of a majority in the nominal value of the 'A' Shares shall be entitled by notice in writing to the Company to appoint the board of Directors and by like notice to remove such Directors and at any time and from time to time by like notice to appoint any other person to be a Director in the place of a Director so removed.

19.3 A notice of appointment or removal of a Director pursuant to this Article shall take effect upon lodgement at the office or on delivery to a meeting of the Director or on delivery to the secretary.

19.4 Every Director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to Article 18 of the Model Articles (as modified by Article 20) and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

19.5 Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointer(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine.

19.6 No Director shall be appointed otherwise than as provided in these Articles.

20. Retirement by Rotation

The Directors shall not be subject to retirement by rotation.

21. Dividends

21.1 In any financial year, the Available Profits of the Company shall be used to pay dividends as set out in this article 21.

21.2 Available profits shall be distributed between the holders of the A C and D Ordinary Shares as the A Members from time to time resolve, provided that the dividend per share for D Shares shall not be less than the dividend per share for A Shares or for any other class of share in the Company.

22. Disqualification and removal of Directors

The office of a Director shall be vacated in accordance with Article 18 of the Model Articles and as hereinbefore provided.

23. Remuneration of Directors

The ordinary remuneration of the Directors shall from time to time be determined by an ordinary resolution of the Company, and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Article 19 of the Model Articles shall not apply.

24. Pensions

The Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to offices and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such person and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such person and/or their relations or dependants or any of them. Any Director shall be entitled to receive and retain for his own benefit and may vote as a Director in respect of the exercise of any of the powers by this Article conferred upon the Directors notwithstanding that he is or may become interested therein. Article 19 of the Model Articles shall not apply.

25. Proceedings of Directors

25.1 . While there are two Founder Members on the Board, a meeting of the directors will not be quorate unless two Founder Members are present in person or by proxy.

25.2 As long as at least one Founder Member is on the Board, a meeting of the directors shall:

25.2.1 be quorate if at least one Founder Member is present regardless of whether any other directors are present (provided the other directors have been given notice in accordance with article 26;

25.1.2 not be quorate for the transaction of business unless at least one Founder Director is present In person or an alternate director is appointed by a Founder Member is present.

25.3 In the event that any duly convened meeting of the Directors or of any committee of the Directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place and at such adjourned meeting the quorum shall be two Directors.

26. Meetings of the Directors

26.1 Unless otherwise agreed in writing by two Directors in any particular case, at least 14 clear days' notice in writing shall be given to each Director of every meeting of the Directors.

26.2 It shall not be necessary to give any such notice to any Director absent from time to time from the United Kingdom.

26.3 Article 9(3) of the Model Articles shall not apply.

26.4 Each such notice shall (a) be sent to the address notified from time to time by each Director to the Secretary (or, if there is none at that time, the Chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address); (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; (c) be accompanied by any relevant papers for discussion at such meeting.

26.5 Except as may be agreed by two Directors in any particular case, no business or resolution shall be transacted or passed at any meeting of the Directors except as was fairly disclosed in the agenda for such meeting.

26.6 Appropriate complete minutes of each meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably practicable after the meeting shall have been held.

27. Directors Interests and Votes At Meetings of Directors

27.1 Questions arising at a meeting of the directors shall be decided by a majority of votes. Each director shall have one vote save that while any A Shares are held by a Founder Member, each

director other than the Founder Members who (together if more than one) shall have the number of votes equal to one more than the total number of the other directors (whether present at the meeting or not).

27.2 A Director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the Directors at which any such transaction or arrangement shall come before the board of Directors for consideration and may retain for his own absolute use the benefit all profits and advantages directly or indirectly accruing to him as a consequence. Article 14(1) of the Model Articles shall not apply.

28. Accounts and information

Every Member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 7 days written notice to the Secretary (or, if there is none at that time, the Chairman or a Director). The Company shall give each such Member all such facilities as he may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Article 50 of the Model Articles shall not apply.

29. Notices

A notice sent by post shall be deemed to be given at the time when the same was posted. Article 48(3) of the Model Articles shall not apply.

30. Indemnity and insurance

30.1 Subject to the provisions of and so far as may be permitted by law, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Article 52 of the Model Articles shall not apply.

30.2 The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect

of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

31. Company Seal

The Company need not have a company seal and pursuant to Section 43(1) (a) and 43(1) (b) of the Act may execute and deliver any document as a deed under the signature of any two Directors or of one Director and the Secretary. A certificate in respect of any Shares or other securities in the Company shall be validly issued if it is executed as a deed as aforesaid.

32. Representatives

These Articles shall be binding upon and (except as otherwise provided herein) shall ensure for the benefit of each Member's Representatives.