



THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF NETCOMPOSITES BUSINESS GROUP LIMITED
(CRN: 08354793)

Adopted by special resolution passed on

29th July

2018

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COMPANY NO: 08354793

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NETCOMPOSITES BUSINESS GROUP LIMITED

(Adopted by special resolution passed on 24th July 2018)

Introduction

1. Interpretation

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

"Appointor"	means has the meaning given in article 12.1;
"Articles"	means the Company's articles of association for the time being in force;
"B Ordinary Shares"	means B ordinary shares of £1 each in the capital of the Company.
"Bad Leaver"	means an Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Good Leaver;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"CA 2006"	means the Companies Act 2006;
"Conflict"	means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
"Controlling Interest"	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
"Deemed Transfer Notice"	means a Transfer Notice that is deemed to have been served under any provisions of these Articles;
"Departing Employee Shareholder"	means an Employee Shareholder who ceases to be a director and/or an employee of the Company and/or a director and/or an employee of a Group Company;
"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);
"Employee Shareholder"	means a shareholder who is, or has been, a director and/or an employee of the Company and/or a director and/or an employee of a Group Company;

"Fair Value"	means in relation to shares, as determined in accordance with article 20;
"First Offeree(s)"	means the holders of Ordinary Shares (if any);
"Good Leaver"	means an Employee Shareholder who becomes a Departing Employee Shareholder by reason of: (a) retirement, death, permanent disability or permanent incapacity through ill-health; or (b) redundancy (as defined in the Employment Rights Act 1996); or (c) dismissal by the Company or any Group Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive;
"Group"	means the company, any subsidiary or any holding company from time to time of the company, and any subsidiary from time to time of a holding company of the company and each company in the Group is a "Group Company" ;
"Interested Director"	means has the meaning given in article 9.1;
"Model Articles"	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles;
"Ordinary Director"	means any director appointed to the Company by the holders of the Ordinary Shares;
"Ordinary Shares"	means ordinary shares of £1 each in the capital of the Company;
"Original Shareholder"	means a shareholder who holds Ordinary Shares in the Company on the date of adoption of these Articles;
"Relevant Agreement"	means any agreement relating (in whole or in part) to the management and/or affairs of the company which is binding from time to time on the company and the shareholders and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles and any option agreement entered into between any of the shareholders;
"Sale Shares"	means has the meaning given in article 18.1;
"Second Offeree"	means the Company;
"Third Offeree(s)"	means the holders of the B Ordinary Shares (if any);
"Valuers"	means an independent firm of accountants jointly appointed by

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

- 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 CA 2006 shall have those 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 A reference to **writing** or **written** includes emails but no other electronic form unless otherwise expressly provided in this agreement.
- 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 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2), 26(5), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

- 2.5 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles".
- 2.6 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place.
- 2.7 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. Directors' Meetings

- 3.1 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 4.
- 3.2 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.
- 3.3 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.
- 3.4 If at any time before or at any meeting of the directors or of any committee of the directors a majority of all directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

4. Unanimous Decisions of Directors

- 4.1 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.
- 4.2 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.
- 4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with article 7.

5. Number of Directors

The number of directors shall not be less than one.

6. Calling a Directors' Meeting

- 6.1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one Ordinary Director) to each director or by authorising the Company secretary (if any) to give such notice.
- 6.2 Notice of any directors' meeting must be accompanied by:
- 6.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - 6.2.2 copies of any papers to be discussed at the meeting.
- 6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

7. Quorum for Directors' Meetings

- 7.1 Subject to article 7.4, the quorum at any meeting of the directors (including adjourned meetings) shall be two Eligible Directors, of whom one at least shall be an Ordinary Director (or his alternate).
- 7.2 No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 7.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting, then the meeting shall be adjourned for 5 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors present will constitute a quorum.
- 7.4 For the purposes of any meeting (or part of a meeting):
- 7.4.1 held pursuant to article 9 to authorise a Conflict of a director; or
 - 7.4.2 at which a director is not permitted to vote on any resolution in accordance with article 9.3 as a result of a Conflict,
- the quorum for such meeting (or part of a meeting) shall be a majority of Eligible Directors.

8. Chairing of Directors' Meetings

- 8.1 The directors may appoint an Ordinary Director to the post of chairman of the directors.
- 8.2 The chairman shall have a casting vote.
- 8.3 If the chairman for the time being is unable to attend any meeting of the board of directors, the shareholder who appointed him shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

9. Directors' Interests

- 9.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not so authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the CA 2006 to avoid conflicts of interest.
- 9.2 Any authorisation under this article will be effective only if:

- 9.2.1 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;
 - 9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 9.2.3 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.
- 9.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- 9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 9.3.2 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;
 - 9.3.3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 9.3.5 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
 - 9.3.6 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.
- 9.4 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.
- 9.5 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.
- 9.6 Any director shall be entitled from time to time to disclose to all the shareholders such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one shareholder, the director

- concerned shall ensure that all shareholders of the same class receives the same information on an equal footing.
- 9.7 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 in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.8 Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 9.9 Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared under article 9.8.
- 9.10 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 9.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 9.10.1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- 9.10.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- 9.10.3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or to participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- 9.10.4 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;
- 9.10.5 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
- 9.10.6 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 CA 2006)) 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 CA 2006.

10. 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 a form that enables the Company to retain a copy of such decisions.

11. Appointment and Removal of Directors

11.1 The holders of the majority of the Ordinary Shares for the time being shall be entitled to appoint 1 person to be an Ordinary Director of the Company.

11.2 The majority of Eligible Directors may decide to appoint additional directors as they see fit.

11.3 Any Ordinary Director may at any time be removed from office by the holders of the majority of the Ordinary Shares.

11.4 Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases, unless agreed otherwise by the majority of Eligible Directors.

11.5 If any Ordinary Director shall die or be removed from or vacate office for any cause, so the number of Ordinary Directors falls below the number set out in article 11.1 above, the holders of the majority of the Ordinary Shares shall appoint in his place another person to be an Ordinary Director.

11.6 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holders of a majority of the Ordinary Shares and served on each of the other shareholders and the Company at its registered office, and on the director, in the case of his removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.

11.7 The right to appoint and to remove Ordinary Directors under this article shall be a class right attaching to the Ordinary Shares.

11.8 If no Ordinary Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.

11.9 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

11.10 No director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

12. Alternate Directors

- 12.1 Any director (other than an alternate director) (the "**Appointor**") may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "Ordinary Director" shall include an alternate director appointed by an Ordinary Director. A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.
- 12.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) 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 he is willing to act as the alternate of the director giving the notice.
- 12.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 12.5 Except as the Articles specify otherwise, alternate directors:
- 12.5.1 are deemed for all purposes to be directors;
 - 12.5.2 are liable for their own acts and omissions;
 - 12.5.3 are subject to the same restrictions as their Appointors; and
 - 12.5.4 are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.
- 12.6 A person who is an alternate director but not a director may, subject to him being an Eligible Director:
- 12.6.1 Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and
 - 12.6.2 Participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).
- 12.7 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his own vote on any decision of the directors.
- 12.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the

- remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 12.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 12.9.1 when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
 - 12.9.2 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; or
 - 12.9.3 when the alternate director's Appointor ceases to be a director for whatever reason.

Shares

13. Share Capital

- 13.1 Except as otherwise provided in these Articles, the Ordinary Shares and any B Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 13.2 On the transfer of any share as permitted by these Articles:
- 13.2.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
 - 13.2.2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.
- If no shares of a class are yet to be issued or if no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.
- 13.3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 13.4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- 13.4.1 any alteration in the Articles;
 - 13.4.2 any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital; and

- 13.4.3 any resolution to put the Company into liquidation.
- 13.5 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.
- 14. Class Rights**
- 14.1 **Income.** Subject to the terms of any Relevant Agreement, the profits of the company available for distribution in relation to any financial year (as determined in accordance with Chapter 3 of Part 13 of CA 2006) shall be applied if and to the extent that the board of directors shall resolve, in paying to the holders of the Ordinary Shares and the B Ordinary Shares such dividends on each class of shares as the board of directors shall resolve, provided that there shall be no obligation to pay equal dividends to the holders of each class of shares or to pay dividends to all classes of shares if dividends are declared in favour of any one or more class of shares.
- 14.2 **Capital.** On a return of assets on liquidation, a capital reduction or otherwise (except on a conversion, redemption or purchase of own shares by the company), the assets of the company available for distribution amongst the shareholders shall be distributed (to the extent that the company is lawfully able to do so) amongst the holders of the Ordinary Shares and the B Ordinary Shares then in issue pari passu according to the number of shares held by them and as if the Ordinary Shares and the B Ordinary Shares together constituted one class of share.
- 15. Further Issues of Shares: Authority**
- 15.1 Except as permitted under section 549(2) CA 2006, and save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.
- 15.2 Subject to the remaining provisions of this Article 15 and to Article 16, the directors are generally and unconditionally authorised, for the purposes of section 551 of CA 2006 and generally, to exercise any power of the Company to:
- 15.2.1 offer or allot;
- 15.2.2 grant rights to subscribe for or to convert any security into;
- 15.2.3 otherwise deal in, or dispose of,
- any class of shares of £1.00 each in the company (**Shares**) to any person, at any time and subject to any terms and conditions as the directors think proper.
- 15.3 The authority referred to in Article 15.2:
- 15.3.1 shall be limited to a maximum nominal amount of £500.00;
- 15.3.2 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and
- 15.3.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, 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).

16. Further Issues of Shares: Pre-emption Rights

16.1 In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the company.

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

16.2.1 shall be in writing, shall be open for acceptance for a period of 10 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

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

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

16.4 Subject to Articles 16.2 and 16.3 and to section 551 of CA 2006, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

16.5 No shares shall be allotted to any employee, director, prospective employee or director unless such person has executed and delivered to the Company::

16.5.1 a deed under which the allottee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the allottee to have any obligations or liabilities greater than those of the other

shareholders of the same class of shares under any such agreement or other document); and/or

- 16.5.2 a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions Act 2003) or similar or replacement document in such form as the directors may reasonably require.

17. Share Transfers: General

- 17.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

- 17.2 No shareholder shall transfer any share except:

17.2.1 a shareholder may transfer any of his shares in the Company for cash in accordance with the procedure set out in article 18; or

17.2.2 in accordance with article 19; or

17.2.3 in accordance with article 21; or

17.2.4 in accordance with article 22.

- 17.3 Subject to article 17.4, the directors must register any duly stamped or certified exempt transfer made in accordance with these Articles and any Relevant Agreement and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles and any Relevant Agreement.

- 17.4 The directors may, as a condition to the registration of any transfer of shares in the Company require the transferee to execute and deliver to the Company:

17.4.1 a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document); and/or

17.4.2 a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions Act 2003) or similar or replacement document in such form as the directors may reasonably require.

If any such conditions are imposed in accordance with this article 17.4, the transfer may not be registered unless the documents and requirements have been met, executed and delivered to the Company's registered office by the transferee within the requisite timescales.

- 17.5 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles and any Relevant Agreement, the directors of any class may from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in his name to the reasonable satisfaction of such directors within 10 Business Days of their

request or, as a result of the information and evidence provided such directors are reasonably satisfied that a breach has occurred, then such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares. Such directors may reinstate these rights at any time.

17.6 Any transfer of shares by way of a sale that is required to be made under these Articles shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

17.7 Any Transfer Notice served in respect of the transfer of any shares which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of the Deemed Transfer Notice.

18. Pre-emption Rights on the Transfer of Shares

18.1 Except where the provisions of article 19, article 21 or article 22 apply, a shareholder ("**Seller**") wishing to transfer his shares ("**Sale Shares**") must give notice in writing (a "**Transfer Notice**") to the Company giving details of the proposed transfer including:

18.1.1 if he wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and

18.1.2 the price (in cash) at which he wishes to sell the Sale Shares ("**Proposed Sale Price**").

18.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.

18.3 Once given, a Transfer Notice may only be withdrawn by the Seller where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price. In such case, the Seller may, within 10 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. Except as provided in this article, a Deemed Transfer Notice may not be withdrawn.

18.4 The Transfer Price for each Sale Share which is the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Original Shareholder(s) or, in default of agreement within 15 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 20.

18.5 As soon as practicable following the determination of the Transfer Price, the directors shall (unless the Transfer Notice is withdrawn in accordance with article 18.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 18 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

18.6 The directors shall, subject to article 18.13, offer the Sale Shares in the following order of priority:

18.6.1 first, to the First Offeree(s) (if any);

- 18.6.2 second, to the Second Offeree; and
- 18.6.3 third, to the Third Offeree(s)
- in each case excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.
- 18.7 The directors shall offer the Sale Shares first to the First Offeree(s) (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 5 Business Days after the offer (both dates inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy.
- 18.8 If:
- 18.8.1 at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each First Offeree who has applied for Sale Shares in the proportion which his existing holding of shares of the class being offered bears to the total number of shares of that class (excluding those held by the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the First Offeree(s) shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;
- 18.8.2 not all Sale Shares are allocated following allocations in accordance with article 18.8.1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 18.8.1. The procedure set out in this article 18.8.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and
- 18.8.3 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the First Offeree(s) in accordance with their applications. The balance (the "**Initial Surplus Shares**") shall be dealt with in accordance with article 18.9.
- 18.9 At the end of the First Offer Period, the directors shall offer the Initial Surplus Shares (if any) to the Second Offeree, inviting it to apply in writing within the period from the date of the offer to the date 5 Business Days after the offer (both dates inclusive) (the "**Second Offer Period**") for the maximum number of Initial Surplus Shares it wishes to buy.
- 18.10 If:
- 18.10.1 at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Second Offeree who has applied for Initial Surplus Shares. No allocation shall be made to the Second Offeree of more than the

- maximum number of Initial Surplus Shares which it has stated it is willing to buy;
and
- 18.10.2 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Second Offeree in accordance with its application. The balance (the "**Second Surplus Shares**") shall be dealt with in accordance with article 18.13.
- 18.11 At the end of the Second Offer Period, the directors shall offer the Second Surplus Shares (if any) to the Third Offeree(s), inviting it to apply in writing within the period from the date of the offer to the date 5 Business Days after the offer (both dates inclusive) (the "**Third Offer Period**") for the maximum number of Second Surplus Shares it wishes to buy.
- 18.12 If:
- 18.12.1 at the end of the Third Offer Period, the number of Second Surplus Shares applied for is equal to or exceeds the number of Second Surplus Shares, the directors shall allocate the Second Surplus Shares to each Third Offeree who has applied for Second Surplus Shares in the proportion which his existing holding of shares of the class held by Third Offeree(s) bears to the total number of shares of that class. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Second Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Third Offeree(s) shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Second Surplus Shares which he has stated he is willing to buy;
- 18.12.2 not all Second Surplus Shares are allocated following allocations in accordance with article 18.12.1, but there are applications for Second Surplus Shares that have not been satisfied, the directors shall allocate the remaining Second Surplus Shares to such applicants in accordance with the procedure set out in article 18.12.1. The procedure set out in this article 18.12.2 shall apply on any number of consecutive occasions until either all Second Surplus Shares have been allocated or all applications for Second Surplus Shares have been satisfied; and
- 18.12.3 at the end of the Third Offer Period, the total number of Second Surplus Shares applied for is less than the number of Second Surplus Shares, the directors shall allocate the Second Surplus Shares to the Third Offeree(s) in accordance with their applications. The balance (the "**Third Surplus Shares**") may, with the prior written consent of the Original Shareholders, be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 18.18.
- 18.13 In the event that there are no First Offeree(s) (other than the Seller(s)) at the date of the Transfer Notice and/or Deemed Transfer Notice(s) (as the case may be), article 18.7 to article 18.12 shall apply but the Sale Shares shall be offered first to the Second Offeree,

- then to the Third Offeree(s) and the provisions of those articles shall apply to an offer of the Sale Shares to the Second Offeree and the Third Offeree(s) mutatis mutandis.
- 18.14 If there are any Third Surplus Shares under article 18.12.3, the holder(s) of a 75% majority of all shareholders other than the Seller shall, within 5 Business Days of the date of the Allocation Notice(s), either give notice in writing to the Seller and the Company:
- 18.14.1 that, subject to article 17.2.1, they consent to the transfer of the Third Surplus Shares to the buyer identified in the Transfer Notice (if any) in accordance with article 18.18; or
- 18.14.2 that the Company shall be wound up immediately.
- 18.15 The directors shall, when no further offers or allocations are required to be made under article 18.6 to article 18.12 (inclusive), give notice in writing of the allocations of Sale Shares (an "**Allocation Notice**") to the Seller and each shareholder to whom Sale Shares have been allocated (each an "**Applicant**"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 60 Business Days, after the date of the Allocation Notice).
- 18.16 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Applicant may reasonably require to show good title to the Sale Shares, or to enable him to be registered as the holder of the Sale Shares.
- 18.17 If the Seller fails to comply with article 18.16:
- 18.17.1 the Chairman (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Seller:
- 18.17.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- 18.17.1.2 receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- 18.17.1.3 (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and
- 18.17.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Sale Shares, to the Company.

- 18.18 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 60 Business Days following the date of service of the Allocation Notice, transfer the Third Surplus Shares (subject to article 18.14) to the buyer identified in the Transfer Notice (if any) at a price at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Third Surplus Shares to a third party buyer if that buyer was not identified in the Transfer Notice.
- 19. Compulsory Transfers**
- 19.1 Unless the directors otherwise direct in writing within 10 Business Days of the relevant event, a holder of B Ordinary Shares is deemed to have served a Transfer Notice under article 18.1 immediately before any of the following events:
- 19.1.1 an order being made for the shareholder's bankruptcy; or
 - 19.1.2 an arrangement or composition with any of the shareholder's creditors being proposed; or
 - 19.1.3 the shareholder convening a meeting of his creditors, or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
 - 19.1.4 the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
 - 19.1.5 any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
 - 19.1.6 the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
 - 19.1.7 the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding; or
 - 19.1.8 the shareholder's death; or
 - 19.1.9 the shareholder commits fraud or is guilty of any conduct likely to have a serious adverse effect on the Company; or
 - 19.1.10 the shareholder (being an Employee Shareholder, but excluding the Original Shareholders) becoming a Departing Employee Shareholder (a "**Compulsory Employee Transfer**") (unless the directors otherwise direct in writing within 10 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served). For the purpose of this article 19.1.10, the Transfer Notice is deemed to have been served on the relevant Termination Date; or
 - 19.1.11 the shareholder committing a material or persistent breach of any Relevant Agreement which if capable of remedy has not been so remedied within 20 Business Days of the holder(s) of a majority of shares requiring such remedy.
- 19.2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:
- 19.2.1 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and, subject to article 19.2.2

- and article 19.2.3, the Transfer Price for the Sale Shares shall be restricted to a maximum of the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares, determined by the Valuers in accordance with article 20;
- 19.2.2 the Transfer Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee Shareholder is:
- 19.2.2.1 a Bad Leaver, be restricted to a maximum of the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares; and
- 19.2.2.2 a Good Leaver, be the aggregate Fair Value of such Sale Shares;
- 19.2.3 if the Seller is deemed to have given a Transfer Notice as a result of article 19.1.7 or article 19.1.8, the Transfer Price shall be the aggregate Fair Value of such Sale Shares.
- 19.3 A Deemed Transfer Notice under article 19.1 shall, save where the relevant shareholder is a Good Leaver immediately and automatically revoke a Transfer Notice served by the relevant shareholder before the occurrence of the relevant event giving rise to the Deemed Transfer Notice.
- 20. Valuation**
- 20.1 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.
- 20.2 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:
- 20.2.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium and applying a discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares;
- 20.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- 20.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
- 20.2.4 the Sale Shares are sold free of all encumbrances;
- 20.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
- 20.2.6 to take account of any other factors that the Valuers reasonably believe should be taken into account.
- 20.3 The shareholders are entitled to make submissions to the Valuers including oral submissions and will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.

- 20.4 To the extent not provided for by this article 20, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary) instructing professional advisers to assist them in reaching their valuation.
- 20.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of fraud.
- 20.6 The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuers direct unless the Seller withdraws the relevant Transfer Notice in accordance with article 18.3, in which case the Seller shall bear the full cost.

21. Tag Along

- 21.1 After first giving a Transfer Notice and going through the procedure set out in article 18, the provisions of article 21.2 to article 21.6 shall apply if the majority of all shareholders for the time being (**Seller**) proposes to transfer all of their shares to a bona fide purchaser on arm's length terms (**Proposed Transfer**) and such transfer would, if carried out, result in such person (**Buyer**) acquiring a Controlling Interest in the Company.
- 21.2 Before making a Proposed Transfer, the Seller shall procure that the Buyer makes an offer (**Offer**) to the holders of all the other shares in issue for the time being (**Remaining Shareholders**) to purchase all of the shares held by it for a consideration in cash per Share that is at least equal to the price per Share offered by the Buyer in the Proposed Transfer (**Specified Price**).
- 21.3 The Offer shall be made by written notice (**Offer Notice**), at least 20 Business Days before the proposed transfer date (**Transfer Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 21.3.1 the identity of the Buyer;
 - 21.3.2 the Specified Price and other terms and conditions of payment;
 - 21.3.3 the Transfer Date; and
 - 21.3.4 the number of shares proposed to be purchased by the Buyer (**Offer Shares**).
- 21.4 If the Buyer fails to make the Offer in accordance with article 21.2 and article 21.3, 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.
- 21.5 If the Offer is accepted by the Remaining Shareholders in writing within 10 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by such shareholder.
- 21.6 The Proposed Transfer is subject to the rights of pre-emption set out in article 18, but the purchase of the Offer Shares shall not be subject to those provisions.

22. Drag Along

- 22.1 After first giving a Transfer Notice and going through the procedure set out in article 18, if the Seller of any class of shares wishes to transfer all (but not some only) of its shares representing at least a majority of the total of all shares in issue for the time being to a bona

- the purchaser on arm's length terms (**Proposed Buyer**), the Seller may require the holder of the remaining shares (**Called Shareholder**) to sell and transfer all of its shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (**Drag Along Option**).
- 22.2 The Seller may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholder (**Drag Along Notice**) at any time before the transfer of the Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 22.2.1 that the Called Shareholder is required to transfer all of its Called Shares pursuant to this article 22;
- 22.2.2 the person to whom the Called Shares are to be transferred;
- 22.2.3 the purchase price 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 Shares; and
- 22.2.4 the proposed date of the transfer.
- 22.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Seller has not sold the Shares to the Proposed Buyer within 40 Business Days of serving the Drag Along Notice. The Seller may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 22.4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 22.
- 22.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Shares unless:
- 22.5.1 the Seller and the Called Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by them; or
- 22.5.2 that date is less than 10 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 20 Business Day after service of the Drag Along Notice.
- 22.6 The proposed sale of the Shares by the Seller to the Proposed Buyer is subject to the rights of pre-emption set out in article 18, but the sale of the Called Shares by the Called Shareholder shall not be subject to those provisions.
- 22.7 On or before the Completion Date, the Called Shareholder shall execute and deliver a stock transfer form for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholder, on behalf of the Proposed Buyer, the amounts due pursuant to article 22.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholder in trust for the Called Shareholder without any obligation to pay interest.
- 22.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholder

shall be entitled to the return of the stock transfer form and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholder shall have no further rights or obligations under this article 22 in respect of its shares.

- 22.9 If the Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 22.7) transfer(s) in respect of all of the Called Shares held by it, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Seller to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 22.9.

Decision Making By Shareholders

23. Quorum for General Meetings

- 23.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of Ordinary Shares or a duly authorised representative of such holder.
- 23.2 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.

24. 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.

25. Voting

- 25.1 At a general meeting:
- 25.1.1 on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote;
- 25.1.2 on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder;
- 25.2 On a vote on a written resolution every shareholder has one vote for each share of which he is the holder.

26. Poll Votes

- 26.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.

- 26.2 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.
- 27. Proxies**
- 27.1 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".
- 27.2 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

28. Means of Communication to be Used

- 28.1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 28.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 28.1.2 if sent by pre-paid United Kingdom first class post or another next working day delivery service providing proof of postage to an address in the United Kingdom, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - 28.1.3 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 28.1.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 28.1.5 if sent or supplied by email, at the time of transmission; and
 - 28.1.6 if deemed receipt under the previous paragraphs of this article 28.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a Business Day in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 28.2 To prove service, it is sufficient to prove that:
- 28.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 28.2.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or

- 28.2.3 if sent by email, the notice was properly addressed and sent to the email address of the recipient.
- 28.3 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.
- 29. Indemnity and Insurance**
- 29.1 Subject to article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 29.1.1 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
- 29.1.2 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 29.1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.
- 29.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.
- 29.3 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.
- 29.4 In this article:
- 29.4.1 a "relevant officer" means any 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
- 29.4.2 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.