

Company Number: 08459290

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

ECONNECT CARS LIMITED (the "Company")

Circulation Date: 20<sup>th</sup> August 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following written resolution of the Company be and is hereby passed as a special resolution:

"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 existing articles of association"

Please read the notes at the end of this document before signifying your agreement to this written resolution.

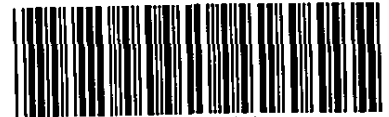
Alistair Clarke 9 Sept 2014  
Alistair Clarke Date

Nicola Brightling 9/9/14  
Nicola Brightling Date

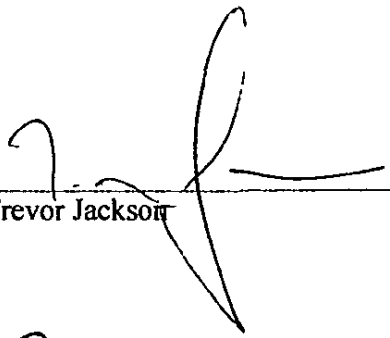
Chris Courtenay 9/9/14  
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Gemma Courtenay 9 Sept 2014  
Gemma Courtenay Date

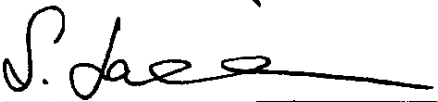
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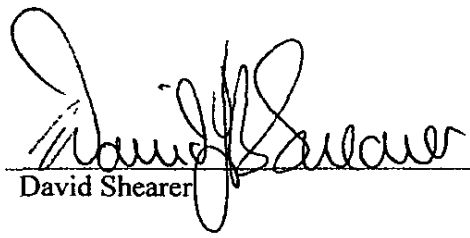
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Sarah Jackson

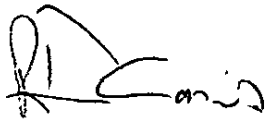
 9.9.14  
Date


  
Magnus Swanson

 9/9/14  
Date


  
David Shearer

 7/09/14  
Date


  
David Cairns

 9/9/14  
Date

#### NOTES

- 1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
- 2 Unless, by 28 days after circulation date, sufficient agreement has been received for the resolution to pass, it will lapse
- 3 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

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

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**(Adopted by written resolution passed on 9<sup>th</sup> September 2014)**

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

**(Adopted by written resolution passed on 9<sup>th</sup> September 2014)**

**1. AGREED TERMS**

**1.1 Interpretation**

In these Articles, the following words have the following meanings

<b>“Act”</b>	the Companies Act 2006,
<b>“Allocation Notice”</b>	has the meaning given in article 15 13,
<b>“Applicant”</b>	has the meaning given in article 15 13,
<b>“Appointor”</b>	has the meaning given in article 12 1;
<b>“Articles”</b>	the Company’s articles of association for the time being in force,
<b>“Bad Leaver”</b>	a Departing Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Good Leaver,
<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England when banks in the City of London are open for business,
<b>“Civil Partner”</b>	in relation to a shareholder, a civil partner as defined in the Civil Partnership Act 2004;
<b>“Conflict”</b>	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;

<b>“Consideration”</b>	has the meaning given in article 15 13,
<b>“Continuing Shareholders”</b>	has the meaning given in article 15.6,
<b>“Controlling Interest”</b>	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,
<b>“Deemed Transfer Notice”</b>	a Transfer Notice that is deemed to have been served under any provisions of these Articles,
<b>“Departing Employee Shareholder”</b>	an Employee Shareholder who ceases to be a director or employee of the Company (other than by reason of death),
<b>“Eligible Director”</b>	an Eligible X Director or Eligible Y Director (as the case may be),
<b>“Eligible X Director”</b>	an X Director who would be entitled to vote on the matter at a meeting of directors (but excluding any X Director whose vote is not to be counted in respect of the particular matter),
<b>“Eligible Y Director”</b>	a Y Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Y Director whose vote is not to be counted in respect of the particular matter),
<b>“Employee Shareholder”</b>	A Y Shareholder who is, or has been, a director and/or an employee of the Company,
<b>“Fair Value”</b>	in relation to shares, as determined in accordance with article 18,
<b>“Family Trust”</b>	in relation to a shareholder, a trust set up wholly for the benefit of that shareholder and/or that shareholder's Privileged Relations,
<b>“First Offer Period”</b>	has the meaning given in article 15 6,
<b>“Good Leaver”</b>	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 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
- (d) determination by a majority of the board of directors that such Departing Employee Shareholder should be designated as a "Good Leaver" (and in such circumstances, the board of directors will take account of any provisions in that Departing Employee Shareholder's contract for services with the Company),

<b>"holding company"</b>	has the meaning given in article 1 5,
<b>"Initial Surplus Shares"</b>	has the meaning given in article 15 8 3,
<b>"Interested Director"</b>	has the meaning given in article 9.1,
<b>"Minimum Transfer Condition"</b>	has the meaning given in article 15.2 4,
<b>"Model Articles"</b>	the model articles for private companies limited by shares contained in Schedule 1 of the Companies ("Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles,
<b>"Permitted Group"</b>	in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Permitted Group is



a member of the Permitted Group. Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time,

<b>“Permitted Transfer”</b>	a transfer of shares made in accordance with article 16,
<b>“Permitted Transferee”</b>	in relation to a shareholder (being an individual), any of his Privileged Relations or the trustees of his Family Trust(s) and in relation to a shareholder (being a Company) any member of the same Permitted Group as that shareholder,
<b>“Privileged Relation”</b>	the spouse or Civil Partner of a shareholder and the shareholder's children and grandchildren (including step and adopted children and grandchildren),
<b>“Purchase Notice”</b>	has the meaning given in article 15 2,
<b>“Sale Shares”</b>	has the meaning given in article 15.2,
<b>“Second Offer Period”</b>	has the meaning given in article 15 9;
<b>“Second Surplus Shares”</b>	has the meaning given in article 15 11,
<b>“Seller”</b>	has the meaning given in article 15 2;
<b>“Termination Date”</b>	<p>(a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires, or</p> <p>(b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served; or</p> <p>(c) where the Employee Shareholder concerned is a director but not an employee, the date on which his service agreement (or other terms of appointment) with the Company is terminated, or</p> <p>(d) in any other case, the date on which the employment</p>

or holding of office is terminated,

<b>“subsidiary”</b>	has the meaning given in article 1.5,
<b>“Transfer Price”</b>	has the meaning given in article 15.2.3,
<b>“Valuers”</b>	the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the shareholders or, in the absence of agreement between the shareholders on the identity of the expert within 10 Business Days of a shareholder serving details of a suggested expert on the other shareholder, 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),
<b>“Writing or written”</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of article 15 to article 17, article 19 and article 20, “writing” or “written” shall not include the sending or supply of notices, documents or information in electronic form (other than by fax),
<b>“X Director”</b>	any director appointed to the Company by the holder(s) of a majority of the X Shares,
<b>“Y Director”</b>	any director appointed to the Company by the holder(s) of Y Shares pursuant to these Articles,
<b>“X Share”</b>	an ordinary share of £0 10 in the capital of the Company designated as an X Share, and
<b>“Y Share”</b>	an ordinary share of £0 10 in the capital of the Company designated as a Y Share.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have those meanings in these Articles but

excluding any statutory modification of them not in force on the date when these Articles become binding on the Company

- 1 3 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 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.
- 1 6 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company
- 1 7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision
- 1 8 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 9 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them
- 1 10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## 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, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company

- 2 3 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 all X Directors participating (or, where relevant, all Y Directors participating) should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once
- 3 5 A committee of the directors must include at least one X Director and, if a Y Director has been appointed in accordance with article 11, one Y Director The provisions of article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors

### **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

## 5 **NUMBER OF DIRECTORS**

If the Company only has one director, the number of directors shall be one X Director and if a Y Director has been appointed in accordance with article 11, the number of directors shall not be less than one X Director and one Y Director. There shall be no maximum number of directors. No shareholding qualification for directors shall be required.

## 6 **CALLING A DIRECTORS' MEETING**

6.1 Any director may call a meeting of directors by giving not less than five Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by a majority of the other directors) 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 If the Company only has one director, the quorum at any meeting of the directors shall be one X Director but, if a Y Director has been appointed in accordance with article 11 the quorum at any meeting of the directors (including adjourned meetings) shall (subject to article 7.4) be two directors, of whom one at least shall be an Eligible X Director (or his alternate) and one at least an Eligible Y 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 five 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, or

7 4 2 at which the 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 where only one Eligible Director remains be one Eligible Director

## **8 CHAIRING OF DIRECTORS' MEETINGS**

The post of chairman of the directors will be held by such person as a majority of the directors may elect from time to time. The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the directors may appoint another director 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 Act 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, and

9 2 2 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 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder (being a company) who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under article 9.1 shall be necessary in respect of any such interest
- 9 7 Any X Director or Y Director shall be entitled from time to time to disclose to the holders of the X Shares or (as the case may be) the holders of the Y Shares 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 X shareholder or (as the case may be) Y shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.

- 9 8 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 9 Subject to sections 177(5) and 177(6) of the Act, 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 Act
- 9 10 Subject to sections 182(5) and 182(6) of the Act, 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 Act, unless the interest has already been declared under article 9 9
- 9 11 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 Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 9 11 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 11 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,
- 9.11 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 9 11 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,



9.11 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 11 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

## 10 **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 holder of a majority of the X Shares for the time being shall be entitled to appoint as many persons to be X Directors of the Company as they think fit and each holder of Y Shares for the time being shall from the time at which, and for so long as, that Y Shareholder holds 7.5% or more of the issued share capital of the Company be entitled to appoint one person to be a Y Director of the Company

11 2 Any X Director may at any time be removed from office by the holder of a majority of the X Shares and, if a Y Director has been appointed in accordance with this article 11, any Y Director may at any time be removed from office by the holder of Y Shares that appointed him (or by a majority of all holders of Y Shares) 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

11 3 If any X Director or, where relevant, any Y Director shall die or be removed from or vacate office for any cause, the holder of a majority of the X Shares (in the case of an X Director) or the holder Y Shares who appointed him (in the case of a Y Director) shall appoint in his place another person to be an X Director or a Y Director (as the case may be)

11 4 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the holder of a majority of the X Shares or by the Y Shareholder

who appointed him (as the case may be) 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.

- 11.5 The right to appoint and to remove X or Y Directors under this article shall be a class right attaching to the X Shares and the Y Shares respectively.
- 11.6 If no X Shares or Y 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.
- 11.7 No X Director or Y 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 “X Director” or “Y Director” shall include an alternate director appointed by an X Director or a Y Director (as the case may be). 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 X Shares and the Y 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

13 3 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 4 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 5 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares

13 5 1 any alteration in the Articles,

13 5 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 5 3 any resolution to put the Company into liquidation

#### 14 **SHARE TRANSFERS: GENERAL**

14 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

14 2 No share shall be transferred unless the transfer is made in accordance with these Articles or with the prior written consent of all shareholders for the time being

14 3 The directors must register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.

14 4 To enable the directors to determine whether or not there has been a transfer of shares in the Company in breach of these Articles, 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 its name to the reasonable satisfaction of such directors within 10 Business Days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to those shares 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 until such evidence or information has been provided to the directors' satisfaction. Such directors may reinstate these rights at any time

14 5 Any transfer of shares by way of a sale that is required to be made under article 16, article 17, article 19 or article 20 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee

#### 15 **PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES**

15 1 Except where the provisions of article 16 or article 17 apply any transfer of shares by a shareholder shall be subject to the pre-emption rights in this Article

- 15.2 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
- 15.2.1 the number of Sale Shares,
  - 15.2.2 if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer,
  - 15.2.3 the price (in cash) at which he wishes to sell the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board ("**Transfer Price**")); and
  - 15.2.4 whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to shareholders ("**Minimum Transfer Condition**")
- 15.3 Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.
- 15.4 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
- 15.5 As soon as practicable following the receipt of a Transfer Notice, the Board shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered
- 15.6 The Board shall offer the Sale Shares to all shareholders other than the Seller (the "**Continuing Shareholders**"), inviting them to apply in writing within the period from the date of the offer to the date 28 Business Days after the offer (both dates inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy
- 15.7 If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under article 15.8 to article 15.11 shall be conditional on the fulfilment of the Minimum Transfer Condition.
- 15.8 If
- 15.8.1 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 Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the

proportion which his existing holding of shares bears to the total number of shares held by those Continuing Shareholders who have applied for Sale Shares. 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 Continuing Shareholders who have applied for Sale Shares shall be determined by the Board). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy,

- 15.8.2 not all Sale Shares are allocated following allocations in accordance with article 15.8.1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicant(s) in accordance with the procedure set out in article 15.8.1. The procedure set out in this article 15.8.2 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
- 15.8.3 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 Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications. The balance (the **"Initial Surplus Shares"**) shall be dealt with in accordance with article 15.9
- 15.9 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares (if any) to all the Continuing Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 28 Business Days after the offer (both dates inclusive) (the **"Second Offer Period"**) for the maximum number of Initial Surplus Shares they wish to buy
- 15.10 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in the proportion that his existing holding of shares (including any Sale Shares) bears to the total number of shares (including any Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Continuing Shareholders shall be determined by

the Board) No allocation shall be made to a Continuing Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy

15 11 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance (the “**Second Surplus Shares**”) shall be dealt with in accordance with article 15.16

15 12 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under article 15.8 to article 15.11, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

15 13 If

15 13.1 the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition, and

15 13.2 allocations under article 15.8 to article 15.11 have been made in respect of some or all of the Sale Shares,

the Board shall give written notice of allocation (an “**Allocation Notice**”) to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (each an “**Applicant**”). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him (“**Consideration**”) and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 25 Business Days, after the date of the Allocation Notice)

15 14 On the date specified for completion in the Allocation Notice, the Seller shall, against payment of the Consideration, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with the requirements specified in the Allocation Notice.

15 15 If the Seller fails to comply with article 15.14

15 15.1 the Chairman of the Company (or, failing him, one of the other directors, or some other person nominated by a resolution of the Board) may, as agent on behalf of the Seller



- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
- (b) receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration), and
- (c) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them, and

15 15 2 the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company

15.16 If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 15 12 then, subject to article 15.17 and within 8 weeks following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 15 16 shall continue to be subject to any Minimum Transfer Condition

15 17 The Seller's right to transfer Sale Shares under article 15 16 does not apply if the Board reasonably considers that

15 17 1 the transferee is a person (or a nominee for a person) who is a competitor with (or an associate of a competitor with) the business of the Company or with a subsidiary of the Company, or

15 17 2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

15 17 3 the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the Board to enable it to form the opinion mentioned above

- 15 18 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Sale Shares with the consent of shareholders who, but for the waiver, would or might have been entitled to have such Sale Shares offered to them in accordance with this Article

16 **PERMITTED TRANSFERS**

- 16 1 A shareholder may at any time transfer all or any of his or its shares in the Company to a Permitted Transferee without being required to follow the steps set out in article 15

- 16 2 A shareholder may only transfer shares to the trustees of a Family Trust if the holder(s) of a majority of the shares in the Company are satisfied

16.2 1 with the terms of the Family Trust and, in particular, with the powers of the trustees,

16 2 2 with the identity of the trustees, and

16 2 3 that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company

- 16 3 Subject to article 16.2 a shareholder holding shares in the Company as a result of a Permitted Transfer by a shareholder under the provisions of this article 16 may at any time transfer all or any of his or its shares back to the shareholder from whom it received those shares or to another Permitted Transferee of such shareholder, without being required to follow the steps set out in article 15

- 16 4 If a Permitted Transfer has been made to

16.4 1 a Permitted Group, that Permitted Group shall within 20 Business Days of ceasing to be a member of the Permitted Group transfer all of the shares in the Company held by it to

(a) the shareholder from whom it received those shares, or

(b) another member of the Permitted Group of that shareholder,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this article 16 4, a Transfer Notice shall be deemed to have been given in respect of such shares on the expiry of the period set out in this article 16 4 1,

- 16 4 2 the trustees of a Family Trust, the trustees of that Family Trust shall within five Business Days of that Family Trust ceasing to be for the benefit of the Settlor and/or the Settlor's Privileged Relations execute and deliver to the Company a transfer of the shares held by them or the Family Trust to the shareholder or, if so directed by the shareholder, to a Permitted Transferee of the shareholder, for such consideration as may be agreed between them, failing which the trustees shall be deemed to have given a Transfer Notice in respect of such shares on the expiry of the period set out in this article 16.4 2;
- 16 4 3 a Privileged Relation of the shareholder, that Privileged Relation shall within five Business Days of ceasing to be a Privileged Relation of the shareholder (whether by reason of divorce, dissolution of a civil partnership or otherwise but not by reason of death) execute and deliver to the Company a transfer of the shares held by him to the shareholder (or, if so directed by the shareholder, to a Permitted Transferee of the shareholder) for such consideration as may be agreed between them, failing which he shall be deemed to have given a Transfer Notice in respect of such shares on the expiry of the period set out in this article 16 4 3.
- 16 5 On the death or bankruptcy of a Privileged Relation (other than a joint holder), his personal representatives or trustee in bankruptcy (as the case may be) shall offer the shares held by the Privileged Relation for transfer to the shareholder or, if so directed by the shareholder, to a Permitted Transferee of the shareholder, within 20 Business Days after the grant of probate or the making of the bankruptcy order (as the case may be), for such consideration as may be agreed between the shareholder and the personal representatives or trustee in bankruptcy (as the case may be) If
- 16 5 1 a transfer of the shares has not been executed and delivered within 20 Business Days of the grant of probate or the making of the bankruptcy order (as the case may be), or
- 16 5 2 the shareholder is himself the subject of a bankruptcy order,
- the personal representatives or trustee in bankruptcy shall be deemed to have given a Transfer Notice in respect of such shares on the expiry of the period set out in article 16 4
- 17 **COMPULSORY TRANSFERS**
- 17 1 A shareholder being a company is deemed to have served a Transfer Notice under article 15 1 immediately before any of the following events:

- 17.1.1 the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's Group in which a new company assumes (and is capable of assuming) all the obligations of the shareholder, provided that such reconstruction or amalgamation does not result in a transfer of the shareholder's shares in the Company to any person other than a Permitted Transferee, or
- 17.1.2 the presentation at court by any competent person of a petition for the winding up of the shareholder and which has not been withdrawn or dismissed within five Business Days of such presentation, or
- 17.1.3 a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the shareholder, although in the case of a Permitted Transferee that ceases to be a member of the Permitted Group, it shall transfer the shares back to the Original Shareholder from whom it received those shares or to another Permitted Transferee of such Original Shareholder in accordance with article 16.3 rather than being deemed to have served a Transfer Notice under this article; or
- 17.1.4 the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder, or
- 17.1.5 any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
- 17.1.6 the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986, or
- 17.1.7 the shareholder entering into a composition or arrangement with its creditors, or
- 17.1.8 any chargor taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- 17.1.9 a process having been instituted that could lead to the shareholder being dissolved and its assets being distributed among the shareholder's creditors, shareholders or other contributors; or

- 17.1 10 the shareholder ceasing to carry on its business or substantially all of its business,  
or
- 17.1 11 in the case of the events set out in paragraphs 17.1.1, 17.1.2, 17.1.3 and 17.1.4  
above, any competent person taking any analogous step in any jurisdiction in  
which the shareholder carries on business
- 17.2 A shareholder being an individual is deemed to have served a Transfer Notice under article  
15.1 immediately before any of the following events
  - 17.2.1 a petition being presented, or an order being made, for the shareholder's  
bankruptcy, or
  - 17.2.2 an application to the court being made under section 253 of the Insolvency Act  
1986 where the shareholder intends to make a proposal to his creditors for a  
voluntary arrangement, or
  - 17.2.3 the shareholder making an individual voluntary arrangement with his creditors on  
agreed terms under section 263A of the Insolvency Act 1986, or
  - 17.2.4 the shareholder convening a meeting of his creditors or taking any other steps with  
a view to making an arrangement or composition in satisfaction of his creditors  
generally, or
  - 17.2.5 the shareholder being unable to pay his debts as they fall due within the meaning  
of section 268 of the Insolvency Act 1986, or
  - 17.2.6 a receiver being appointed over or in relation to, all or any material part of the  
shareholder's assets, or
  - 17.2.7 the happening in relation to a shareholder of any event analogous to any of the  
above in any jurisdiction in which he is resident, carries on business or has assets;  
or
  - 17.2.8 the shareholder (being an Employee Shareholder) 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 17.2.8, the Transfer Notice is deemed to have been served  
on the relevant Termination Date Any Transfer Notice served (or deemed to be  
served) by such Employee Shareholder (or any of his Permitted Transferees, where

the relevant Employee Shareholder is an Original Shareholder) before the date that the relevant Employee Shareholder becomes a Departing Employee Shareholder shall automatically lapse, or

- 17 2 9 the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the Company or his shareholding
- 17 3 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that
- 17 3 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 save for in relation to the Compulsory Employee Transfer where article 17.3.2 shall apply and subject to article 17 3 3 the price for the Sale Shares shall be the aggregate Fair Value of those shares, determined by the Valuers in accordance with article 18,
- 17 3 2 the price for the Sale Shares in respect of a Compulsory Employee Transfer shall, where the Departing Employee Shareholder is:
- (a) 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
  - (b) a Good Leaver, be the aggregate Fair Value of such Sale Shares
- 17 3 3 if the Continuing Shareholder(s) do not accept the offer of shares comprised in the Deemed Transfer Notice within 20 Business Days of receipt of the Valuers' determination of the Fair Value, the Seller does not have the right to sell the Sale Shares to a third party and the Company shall be wound up immediately upon the Continuing Shareholder(s) giving notice in writing to the Company to that effect within such 20 Business Day period
- 17 4 If the Seller fails to complete a transfer of Sale Shares as required under this article 17, the Company
- 17 4 1 is irrevocably authorised to appoint any person nominated for the purpose by the Continuing Shareholder as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder(s) may reasonably require to complete the sale, and
- 17.4 2 may receive the purchase price in trust for the Seller, giving a receipt that shall discharge the Continuing Shareholder

- 17 5 Any shares to which these compulsory transfer provisions relate to (the “**Disenfranchised Shares**”) shall, notwithstanding any other provision of these Articles, immediately upon the occurrence of an event triggering these provisions cease to have any right to vote at any meeting of the company (although the holder of any Disenfranchised Shares shall be entitled to receive notice of and attend any meeting of the Company to which it would normally be entitled to receive notice of and attend at) Furthermore and for the avoidance of doubt, the holder of any Disenfranchised Shares shall remain entitled to receive any dividends and/or distributions that would normally attach to such shares

## 18 VALUATION

- 18 1 As soon as practicable after deemed service of a Transfer Notice under article 17, the shareholders shall appoint the Valuers to determine the Fair Value of the Sale Shares.
- 18 2 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the shareholders in writing of their determination
- 18 3 The Fair Value for any Sale Share shall be the price per share determined by the Valuers on the following bases and assumptions
- 18 3 1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or 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,
  - 18 3 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
  - 18 3 3 the sale is to be on arms’ length terms between a willing seller and a willing buyer,
  - 18 3 4 the Sale Shares are sold free of all encumbrances,
  - 18 3 5 the sale is taking place on the date the Valuers were requested to determine the Fair Value, and
  - 18 3.6 to take account of any other factors that the Valuers reasonably believes should be taken into account
- 18 4 The shareholders are entitled to make written submissions to the Valuers 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

18 5 To the extent not provided for by this article 18, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.

18 6 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud)

18 7 Each shareholder shall bear its own costs in relation to the reference to the Valuers. The Valuers' fees and costs properly incurred by them in arriving at their valuation shall be borne by the shareholders equally or in such other proportions as the Valuers shall direct

## 19 TAG ALONG

19 1 After first giving a Transfer Notice to the Continuing Shareholder(s) and going through the procedure set out in article 15, the provisions of article 19.2 to article 19 6 shall apply if the holder of the X Shares in issue for the time being ("Seller") proposes to transfer the X 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

19 2 Before making a Proposed Transfer, the Seller shall procure that the Buyer makes an offer ("Offer") to the holder of the Y Shares in issue for the time being to purchase all of the Y 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**").

19 3 The Offer shall be made by written notice ("**Offer Notice**"), at least 10 Business Days before the proposed transfer date ("**Transfer Date**") To the extent not described in any accompanying documents, the Offer Notice shall set out:

19 3 1 the identity of the Buyer,

19 3 2 the Specified Price and other terms and conditions of payment,

19 3 3 the Transfer Date; and

19 3 4 the number of Shares proposed to be purchased by the Buyer ("**Offer Shares**")



19 4 If the Buyer fails to make the Offer in accordance with article 19 2 and article 19 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

19 5 If the Offer is accepted by the holder of the Y Shares 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

19 6 The Proposed Transfer is subject to the rights of pre-emption set out in article 15, but the purchase of the Offer Shares shall not be subject to those provisions.

## 20 **DRAG ALONG**

20 1 After first giving a Transfer Notice to the Continuing Shareholder(s) and going through the procedure set out in article 15, if the Seller (being an X Shareholder) wishes to transfer his or its X Shares representing not less than 40% of the shares in issue for the time being to a bona fide purchaser on arm's length terms ("**Proposed Buyer**"), the Seller may require the holder[s] of the Y Shares ("**Called Shareholders**") to sell and transfer all of his or 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**")

20 2 The Seller may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders ("**Drag Along Notice**") at any time before the transfer of the X Shares to the Proposed Buyer The Drag Along Notice shall specify

20 2 1 that the Called Shareholders are required to transfer all of their Called Shares pursuant to this article 20;

20 2 2 the person to whom the Called Shares are to be transferred,

20 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 X Shares, and

20 2 4 the proposed date of the transfer

20 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 X Shares to the Proposed Buyer within 20 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

- 20 4 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this article 20
- 20 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 X Shares unless
- 20 5 1 the Seller and the Called Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by them, or
- 20 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 10 Business Day after service of the Drag Along Notice
- 20 6 The proposed sale of the X Shares by the Seller to the Proposed Buyer is subject to the rights of pre-emption set out in article 15, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions
- 20 7 On or before the Completion Date, each Called Shareholders 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 each Called Shareholder, on behalf of the Proposed Buyer, the amounts due pursuant to article 20.2 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 Shareholders in trust for the Called Shareholders without any obligation to pay interest
- 20 8 To the extent that the Proposed Buyer has not, on Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders 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 Shareholders shall have no further rights or obligations under this article 20 in respect of its Shares
- 20 9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 20 7) transfer(s) in respect of all of the Called Shares held by it, such 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 20 9

## **DECISION MAKING BY SHAREHOLDERS**

### **21 QUORUM FOR GENERAL MEETINGS**

21 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 X Shares or a duly authorised representative of such holder and one shall be a holder of Y Shares or a duly authorised representative of such holder

21 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

### **22 CHAIRING GENERAL MEETINGS**

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, a majority of the board of directors present at the general meeting shall be entitled to appoint another director 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

### **23 VOTING**

At a general meeting, 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, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder

### **24 POLL VOTES**

24 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

24.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

## 25 PROXIES

- 25.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate”
- 25.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article

## ADMINISTRATIVE ARRANGEMENTS

### 26 MEANS OF COMMUNICATION TO BE USED

- 26.1 Subject to article 26.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- 26.1.1 if delivered by hand, on signature of a delivery receipt, or
- 26.1.2 if sent by fax or email, at the time of transmission; or
- 26.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting, or
- 26.1.4 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
- 26.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt, and
- 26.1.6 if deemed receipt under the previous paragraphs of this article 26.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 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
- 26.2 To prove service, it is sufficient to prove that

- 26 2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address, or
  - 26 2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number;
  - 26 2.3 if sent by email, a confirmation of receipt report (or other similar electronic report) confirming that the notice was successfully transmitted to the correct email address, or
  - 26 2.4 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted.
- 26 3 Any notice, document or other information served on, or delivered to, an intended recipient under article 15, article 16 3, article 17, article 19 or article 20 (as the case may be) may be served or delivered in electronic form, or by means of a website
- 26 4 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 Act.

## 27 INDEMNITY AND INSURANCE

- 27 1 Subject to article 27 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- 27 1 1 each relevant officer 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 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
- 27.1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 27 1 1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

- 27.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law
- 27.3 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
- 27.4 In this article
- 27.4.1 a “**relevant officer**” means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- 27.4.2 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 or employees’ share scheme of the Company