

Company Number: 08753840

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**MANOR RENEWABLE ENERGY LIMITED (the "Company")**

**Circulation Date: 30 NOVEMBER 2017 (the "Circulation Date")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**").

**SPECIAL RESOLUTION**

**THAT** the new Articles of Association annexed to this resolution be approved and adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.

**AGREEMENT**

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

The undersigned, being all of the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

.....  
John Tye

30 NOVEMBER 2017.....  
Date

.....  
Eric Briar

.....  
Date

.....  
Tobias Mead

.....  
Date



Company Number: 08753840

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

MANOR RENEWABLE ENERGY LIMITED (the "Company")

Circulation Date: 30 November 2017 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "Resolution").

SPECIAL RESOLUTION

THAT the new Articles of Association annexed to this resolution be approved and adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.

AGREEMENT

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

The undersigned, being all of the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

.....  
John Tye

.....  
Date

  
.....  
Eric Briar

  
.....  
Date

  
.....  
Tobias Mead

  
.....  
Date

## NOTES

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

- 1.1 By hand or by post: delivering the signed copy to Verisona Law, 1000 Lakeside, North Harbour, Portsmouth, Hampshire, PO6 3EN marked for the attention of Stephen Ryde-Weller.

- 1.2 Email: by attaching a scanned copy of the signed document to an email and sending it to [stephen.rydeweller@verisonalaw.com](mailto:stephen.rydeweller@verisonalaw.com). Please type "Shareholder Resolution – Manor Renewable Energy Limited" in the email subject box.

- 2 If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.

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

- 3 Unless, by 23.59 on the date falling 28 days after the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 4 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.

58

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MANOR RENEWABLE ENERGY LIMITED

COMPANY NO. 08753840



**verisonalaw**

Verisona Law  
1000 Lakeside  
North Harbour  
Portsmouth  
Hampshire  
PO6 3EN

Ref: GLU/MAN062/00001

## CONTENTS

---

### CLAUSE

1. INTERPRETATION .....	3
2. ADOPTION OF THE MODEL ARTICLES .....	4
3. UNANIMOUS DECISIONS .....	5
4. CALLING A DIRECTORS' MEETING .....	5
5. QUORUM FOR DIRECTORS' MEETINGS .....	6
6. CASTING VOTE .....	6
7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY .....	6
8. DIRECTORS' CONFLICTS OF INTEREST .....	7
9. RECORDS OF DECISIONS TO BE KEPT .....	8
10. NUMBER OF DIRECTORS .....	8
11. APPOINTMENT OF DIRECTORS .....	8
12. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS .....	9
13. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS .....	9
14. TERMINATION OF ALTERNATE DIRECTORSHIP .....	10
15. SECRETARY .....	10
16. TRANSFER OF SHARES .....	10
17. DRAG ALONG .....	16
18. TAG ALONG .....	17
19. PURCHASE OF OWN SHARES .....	18
20. POLL VOTES .....	18
21. PROXIES .....	18
22. MEANS OF COMMUNICATION TO BE USED .....	18
23. INDEMNITY .....	19
24. INSURANCE .....	20

COMPANY NUMBER 08753840  
THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
MANOR RENEWABLE ENERGY LIMITED  
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 30 November 2017)

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

**Accountant:** the accountants (or auditors) of the Company for the time being.

**Act:** means the Companies Act 2006.

**Articles:** means the Company's articles of association for the time being in force.

**Business Day:** means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

**Company:** Manor Renewable Energy Limited (CRN: 08753840)

**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).

**Group 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.

**Leaver:** the meaning set down in Article 16.2.

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

**Relevant Association:** in relation to a Shareholder means an association of that Shareholder with any Group Company by virtue of:

- (a) the employment of that member by any Group Company; and/or
- (b) the provision of the services of that Shareholder to any Group Company pursuant to a Contract of Services.

**Shareholder:** a holder of shares in the Company from time to time.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute 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.
- 2. **ADOPTION OF THE MODEL ARTICLES**
  - 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
  - 2.2 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
  - 2.3 Article 7 of the Model Articles shall be amended by:

- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 2.4 Article 20 of the Model Articles shall be amended by the insertion of the words "and the secretary" before the words "properly incur".
- 2.5 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.6 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 2.7 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 2.8 Articles 31(1) (a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"
- 3. **UNANIMOUS DECISIONS**
  - 3.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
  - 3.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated *agreement in writing*.
  - 3.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.
- 4. **CALLING A DIRECTORS' MEETING**
  - 4.1 Any director may call a directors' meeting by giving not less than one Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.
  - 4.2 Notice of a directors' meeting shall be given to each director in writing.



**5. QUORUM FOR DIRECTORS' MEETINGS**

- 5.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any three eligible directors.
- 5.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 5.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

**6. CASTING VOTE**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

**7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) 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;
- (e) 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

- (f) 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

## 8. DIRECTORS' CONFLICTS OF INTEREST

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an *Interested Director*) breaching his duty under section 175 of the Act to avoid conflicts of interest (*Conflict*).
- 8.2 Any authorisation under this article 8 will be effective only if:
  - (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the *Interested Director* or any other interested director; and
  - (c) the matter was agreed to without the *Interested Director* voting or would have been agreed to if the *Interested Director's* and any other interested director's vote had not been counted.
- 8.3 Any authorisation of a *Conflict* under this article 8 may (whether at the time of giving the authorisation or subsequently):
  - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) 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*;
  - (c) provide that the *Interested Director* shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the *Conflict*;
  - (d) impose upon the *Interested Director* such other terms for the purposes of dealing with the *Conflict* as the directors think fit;
  - (e) 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

- (f) 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.

8.4 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.

8.5 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.

8.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

#### 9. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

#### 10. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than three.

#### 11. APPOINTMENT OF DIRECTORS

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.

12. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

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

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

12.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

12.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

13. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

13.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

13.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

13.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

(c) shall not be counted as more than one director for the purposes of article 13.3.

13.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

13.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

#### 14. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

#### 15. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

#### 16. TRANSFER OF SHARES

16.1 For the purposes of this Article 16 the expression "transfer" includes (i) any direction (by way of renunciation, nomination or otherwise and whether or not in writing) by any Shareholder entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself and (ii) any sale or other disposition of any beneficial interest in a share (whether or not for any consideration) by whomsoever made and whether or not effected by an instrument in writing.

- 16.2 No Share or interest in any share (whether or not a beneficial interest) may at any time be transferred (whether pursuant to a testamentary disposition or whether by way of security or for any other purpose) to any person unless and until the requirements set out in this Article 16 have been duly complied with.
- 16.3 Before transferring any shares or any interest therein the person or persons (hereinafter referred to as the "Transferor") proposing to transfer the same (including any person or persons entitled to any Shares or any interest therein in consequence of the death or bankruptcy of any Shareholder) shall give notice in writing (hereinafter referred to as a "Transfer Notice") to the directors that he desires to transfer the same. A Transfer Notice shall be in respect of all the shares held by the Transferor (such shares being "the Sale Shares") and the price per share (if any) at which he proposes to transfer the same. A Transfer Notice may (but need not) identify any proposed transferee of the Sale Shares. A Transfer Notice given by a Transferor shall constitute the Company his agent for the sale of the Sale Shares (together with all rights attached thereto at the date of receipt of the Transfer Notice) at the Prescribed Price (as hereinafter defined) and according to the provisions hereinafter set out in this Article 16. A Transfer Notice shall be revocable only with the prior written consent of all other Shareholders in writing or otherwise in accordance with the provisions of this Article 16.
- 16.4 If in relation to a Transfer Notice, at any time before or not more than 14 days after the date on which the Transfer Notice was received or deemed to have been given, the Transferor and the directors shall (whether or not in any separate agreement or under any provision of this agreement) have agreed in writing a price per share for the Sale Shares then such price shall be the Prescribed Price for the purposes of this Article 16. In the absence of any such agreement as to the price of the Sale Shares as aforesaid the Prescribed Price shall be whichever is the lesser of:-
- (a) the sum per share determined and certified by the Accountants as set out below; and
  - (b) the sum (if any) specified by the Transferor in his Transfer Notice as being the price per share at which he proposes to transfer the Sale Shares.

In the absence of any such agreement as to the price of the Sale Shares the directors or any one of them shall within 21 days of receiving a Transfer Notice (or in the case of a deemed notice, as soon as practicably possible after that notice is treated as having been received by the directors) request the Accountants to determine and certify the sum per share considered by them to be the fair value thereof as at the date of receipt of the Transfer Notice. The fair value per share shall be calculated by ascertaining the fair value of all the issued shares in the Company as at the aforesaid date and by taking such fraction of such fair value as is arrived at by dividing the nominal value of one of the Sale Shares by the nominal value of all the shares in the Company as are in issue at that date. Such certificate is hereinafter referred to as "the Accountant's Certificate".

In determining fair value for this purpose, the Accountants shall assume a sale on a going concern basis between a willing buyer and a willing seller (and so shall take into account any arm's length agreement reached by the Transferor with any third party) and shall implement any agreement in writing made at any time between the Transferor and the directors (including under any provision of this agreement as to the basis upon which the price for the Sale Shares is to be determined for the purposes of this Article 16.4. The Accountants shall also take into account any representations made by the Shareholders (including the Transferor) and/or by the directors, and any valuations of the Company's assets prepared by professional valuers.

The Accountant's Certificate shall contain the assumptions on which their valuation is carried out together with details of the calculations made in arriving at such valuation.

A copy of the Accountant's Certificate shall be sent by the directors or by any one of the directors to the Transferor in respect of whose shares it is issued immediately on its issue.

*If in relation to any Transfer Notice the Accountants are unable or unwilling to act in determining the value of the Sale Shares the valuation shall be carried out by an independent chartered accountant agreed upon by the directors or in default to be selected by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of the Company or of any Shareholder at any time and references to the Accountants in this Article shall where appropriate be treated as including reference to a Chartered Accountant so agreed or selected. The Accountants shall act hereunder as experts and not as arbitrators and their determination shall be final and binding on all persons and the costs of their determination shall be apportioned equally amongst the Transferor and the transferees (if any) or borne by any one or more of them in such other proportions as the Accountants in their absolute discretion consider fair or, if the Sale Shares are not ultimately transferred for any reason, by the Transferor.*

16.5 A copy of the Transfer Notice shall be given or sent by the directors to each Shareholder (other than the Transferor):

- (a) (in the case where the Prescribed Price in relation to the Transfer Notice was agreed between the Transferor and the directors as referred to in Article 16.4) within 21 days of receipt by the directors of the Transfer Notice; or
- (b) (in the case where the Accountants are to determine the Prescribed Price within seven days after receipt of the Accountant's Certificate pursuant to Article 16.5.

16.6 together with a statement of the Prescribed Price in relation to the Transfer Notice in question as well as, in any case where the Prescribed Price has been determined by the Accountants, a copy of the Accountant's Certificate setting out the details referred to in Article 16.4 above. Each copy of the Transfer Notice shall be accompanied by a notice in writing from the directors or any one of them (hereinafter referred to as an "Offer") offering to sell all the Sale Shares to the

Shareholders (other than the Transferor) at the Prescribed Price per share and inviting each Shareholder to apply for any number of the Sale Shares up to the total number of the Sale Shares and on the terms that the Sale Shares shall be allocated, in the case of competition between them, in proportion (as nearly as possible without involving fractions) according to the number of shares in the Company of which they are registered or entitled to be registered as holders Provided that no applicant shall be obliged to take more than the maximum number of shares applied for by him. Such Offer shall limit a period of time (not being less than 21 days nor more than 42 days) (hereinafter referred to as "the Offer Period") within which it must be accepted or in default will lapse. A copy of the Offer shall be sent to the Transferor at the same time as it is sent to the other Shareholders. If the directors shall at the expiry of the Offer Period have found Shareholders who are able and willing to purchase all the Sale Shares or any of them the directors or a director shall forthwith give notice in writing thereof to the Transferor who shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective purchasers. Every such notice shall state the names and addresses of the purchaser or purchasers, the number and class of the Sale Shares agreed to be purchased by him or them respectively and a time for completion of the purchase or purchases. Such time shall not be less than seven days nor more than 14 days after the date of such notice. Unless otherwise agreed completion shall take place at the registered office of the Company.

- 16.7 If by the expiry of the Offer Period as referred to in Article 16.5 no notice in writing shall have been given under Article 16.6 that the Company has found purchasers able and willing to purchase all of the Sale Shares or if the directors shall at any time during that period give notice in writing to the Transferor that the Company has no prospect of finding purchasers for the Sale Shares, or any of them, the Transferor shall be entitled at any time within the period of 120 days of the making of such Offer to transfer those of the Sale Shares for which the Company has not within the Offer Period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person (including to the extent permitted by law the Company itself) on a bona fide sale at any price per share not being less than the Prescribed Price Provided that:

- (a) in relation to any Transfer Notice given by the legal personal representatives of any deceased shareholder, the shares in question for which no purchaser has been found may instead of being so sold be transferred to person or persons who are beneficiaries under the testamentary disposition of the deceased shareholder. For this purpose the expression "testamentary disposition" shall include the intestacy of the deceased and any will or equivalent disposition in any jurisdiction outside the United Kingdom whether or not varied after death;
- (b) the directors may require to be satisfied that such shares are being transferred pursuant to and in accordance with this Article 16.7 and if not so satisfied shall be entitled to refuse to register the instrument of transfer.



- 16.8 If a Transferor shall fail or refuse to transfer any of the Sale Shares to a purchaser in accordance with a notice duly given to him by the directors, the directors or any of them may authorise some person to execute and deliver on his behalf the necessary transfer and the Company shall receive the purchase money in trust without interest for the Transferor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser who shall not be bound to see to the application thereof.
- 16.9 A person entitled to any shares in consequence of the bankruptcy of a Shareholder shall be bound at any time, if and when required in writing by the other Shareholders so to do, to give a Transfer Notice in respect of such shares in which case the Prescribed Price shall be determined by the Accountants pursuant to Article 16.4 and reduced by 50%. References in this paragraph to bankruptcy shall be treated as including any process in any jurisdiction similar to bankruptcy.
- 16.10 If any share remains registered in the name of a deceased Shareholder for longer than six months after the date of his death the other Shareholders may require the legal personal representatives of such deceased Shareholder to give a Transfer Notice in respect of such share.
- 16.11 If within six months of a Shareholder (in this Article referred to as the 'Outgoing Shareholder') ceasing for whatever reason (including by reason of his death) to have a Relevant Association, such Outgoing Shareholder may, following notice or notices in writing given by the directors be required to give or procure the giving of a Transfer Notice or Notices in respect of all the shares in the Company then beneficially held by or registered in the name of the Outgoing Shareholder in which case the Outgoing Shareholder or his or her legal personal representatives shall give such Transfer Notice or Notices to the directors in respect of all such shares.
- 16.12 If any Shareholder shall become a director or employee of, or shall provide services to (in each case otherwise than with the approval of the other Shareholders), a competitor of any Group Company at that time (whether directly or indirectly through any firm or company) or shall become the holder or beneficial owner of any shareholding or other interest in a competitor of any Group Company (but disregarding for this purpose any holding of shares in any company quoted on a recognised stock exchange which does not exceed three per cent. (3%) of the total issued shares of the relevant class) then such Shareholder shall forthwith notify the directors accordingly and shall be bound, if and when required in writing by the directors at any time within three months following the date when such Shareholder shall have become such a director or employee, or commenced to provide such services, or become the holder or beneficial owner of any shareholding or interest as aforesaid or, if later, the date when the directors shall have become aware that any such event as aforesaid shall have occurred in relation to such Shareholder, to give a Transfer Notice in respect of all shares in the Company then beneficially owned by or registered in the name of such Shareholder.

- 16.13 For the purpose of ensuring that a particular transfer of any share or shares is permitted under the provisions of these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given or is to be deemed to have been given in respect of any such share the directors may from time to time require any Shareholder or the legal personal representatives of any deceased Shareholder or any person named as transferee in any transfer of any share lodged for registration to furnish the Company with such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of the directors within a reasonable time the directors shall be entitled to refuse to register the transfer in question or to require by notice in writing that a *Transfer Notice be given in respect of the shares concerned. If such information or evidence* discloses that a Transfer Notice ought to have been given in respect of any such shares the directors may by notice in writing require that a Transfer Notice be given in respect of the shares concerned.
- 16.14 In any case where a Transfer Notice has been duly required to be given in respect of any shares and such Transfer Notice is not duly given within a period of 14 days or such longer period as the directors may allow for this purpose such Transfer Notice shall be deemed to have been given on the expiry of such period.
- 16.15 Except where otherwise expressly provided the provisions of this Article 16 shall apply to Transfer Notices which are deemed to have been given (whether under the provisions of these Articles or the provisions of any other agreement) in the same way as they apply to actual Transfer Notices and accordingly all references in these Articles to the giving of a Transfer Notice shall be treated as including references to Transfer Notices which are deemed to have been given and references to a Transferor shall include a person deemed to have given a Transfer Notice. The requirement in Article 16.5 to give or send copies of a Transfer Notice shall in the case of a deemed Transfer Notice be treated as complied with by sending a notice of the facts arising in connection with that deemed Transfer Notice. A Transfer Notice which is deemed to have been given shall be treated as having been received by the directors on the date on which it is deemed to have been given and as if it bore that date.
- 16.16 Without prejudice to its other powers contained in these Articles the directors shall be entitled in their absolute discretion and without assigning any reason therefor to refuse to register any transfer of shares on which the Company has a lien. The directors shall refuse to register any transfer of shares which is not permitted by these Articles. It may also refuse to register a transfer unless:-
- (a) it is lodged at the registered office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
  - (b) it is in respect of only one class of shares;

- (c) it is in favour of not more than four transferees; and
- (d) the transferee(s) is adult.

Subject thereto the directors shall register any transfer made pursuant to these Articles.

#### 17. DRAG ALONG

- 17.1 In these articles a Qualifying Offer shall mean an offer in writing by or on behalf of any person (Offeror) to the holders of the entire equity share capital in the Company to acquire all their equity share capital.
- 17.2 If the holders of not less than 60% in nominal value of the equity share capital then in issue (Accepting Shareholders) wish to accept the Qualifying Offer, then the provisions of this article shall apply.
- 17.3 The Accepting Shareholders shall give written notice (Drag Along Notice) to the remaining Shareholders (Other Shareholders) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee at a price per share which shall be at least equal to the price per share offered by the Offeror for the Accepting Shareholders' shares and on the date specified by the Accepting Shareholders in their written notice.
- 17.4 Once issued, a Drag Along Notice shall be irrevocable, however a Draft Along Notice shall lapse if, for any reason, the Accepting Shareholders (or any one of them) have not sold their shares to the Offeror within ten Business Days of serving the Drag Along Notice. The Accepting Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 17.5 If any Other Shareholder shall not, within ten Business Days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person. To the extent the Offeror has not, on the proposed completion date put the Company in funds to pay the purchase price due in respect of the Other Shareholders' shares, the Other Shareholders shall be entitled to return of any transfers in respect of the equity shares and share certificate(s) (or a suitable indemnity) in respect of their shares and the Other Shareholders shall have no further rights or obligations under this Article 17 in respect of their shares.

- 17.6 Upon any person, following the issue of a notice pursuant to article 17.3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (New Member), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member.
- 17.7 The proposed sale of the Accepting Shareholders' shares to the Offeror shall, in the first instance, be subject to the pre-emption provisions of Article 16 but the transfer of shares pursuant to this Article 17 shall otherwise not be.
18. TAG ALONG
- 18.1 If at any time one or more Shareholders (Proposed Sellers) propose to sell, in one or a series of related transactions, a majority in nominal value of the entire equity share capital in the Company at the relevant time to any person (not being an Offeror for the purposes of article 17.1) the Proposed Sellers may only sell their shares if they comply with the provisions of this article.
- 18.2 The Proposed Sellers shall give written notice (Proposed Sale Notice) to the other Shareholders of such intended sale at least ten Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (Proposed Buyer), the purchase price and other terms and conditions of payment, the proposed date of sale (Proposed Sale Date) and the number of shares proposed to be purchased by the Proposed Buyer (Proposed Sale Shares).
- 18.3 Any other Shareholder shall be entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to be permitted to sell all of his shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.
- 18.4 If any other Shareholder is not given the rights accorded him by the provisions of this article, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.
- 18.5 The proposed sale of the Proposed Sellers' shares to the Proposed Buyer shall, in the first instance, be subject to the pre-emption provisions of Article 16 but the transfer of shares pursuant to this Article 18 shall otherwise not be.

**19. PURCHASE OF OWN SHARES**

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

**20. POLL VOTES**

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

20.2 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.

**21. PROXIES**

21.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

21.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

**22. MEANS OF COMMUNICATION TO BE USED**

22.1 Subject to article 22.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by fax, at the time of transmission; or
- (c) 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

- (d) 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
- (e) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (f) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; or
- (g) if deemed receipt under the previous paragraphs of this article 22.1 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 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.

22.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

## 23. INDEMNITY

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and

- (b) 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 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

23.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated Company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).

## 24. INSURANCE

24.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

24.2 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated Company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act);
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.