

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9180376**

The Registrar of Companies for England and Wales, hereby certifies that

SCX KNUTSFORD LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **18th August 2014**



N09180376L

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 18/08/2014



X3EK0709

*Company Name
in full:*

SCX KNUTSFORD LIMITED

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**10-12 BARNES HIGH STREET
LONDON
ENGLAND
SW13 9LW**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**
Full forename(s): **MR NICHOLAS DAVID**

Surname: **CARLILE**

Former names:

Service Address: **4 WILLOW BANK
BARNSELY
SOUTH YORKSHIRE
ENGLAND
S75 1BN**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **11/03/1975** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **18/08/2014** *Authenticated:* **YES**

Company Director 2

Type: **Person**
Full forename(s): **MR LEE WARREN**

Surname: **BRAMZELL**

Former names:

Service Address: **41 AZALEA CLOSE
LONDON COLNEY
ST. ALBANS
HERTFORDSHIRE
ENGLAND
AL2 1UA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **30/06/1975** *Nationality:* **UK**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **18/08/2014** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORD	<i>Number allotted</i>	1000000
		<i>Aggregate nominal value</i>	10000
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0.01
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE COMPANY MAY ISSUE SHARES WITH SUCH RIGHTS OR RESTRICTIONS AS MAY BE DETERMINED BY ORDINARY RESOLUTION. ALL SHARES HAVE EQUAL VOTING RIGHTS. THE COMPANY MAY BY ORDINARY RESOLUTION DECLARE DIVIDENDS, AND THE DIRECTORS MAY DECIDE TO PAY INTERIM DIVIDENDS. ALL DIVIDENDS WILL BE DIVIDED ON PROPORTION OF SHAREHOLDING. THE COMPANY MAY ISSUE SHARES WHICH ARE TO BE REDEEMED, OR ARE LIABLE TO BE REDEEMED AT THE OPTION OF THE COMPANY OR THE HOLDER, AND THE DIRECTORS MAY DETERMINE THE TERMS, CONDITIONS AND MANNER OF REDEMPTION OF ANY SUCH SHARES.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	1000000
		<i>Total aggregate nominal value</i>	10000

Initial Shareholdings

Name: NICHOLAS DAVID CARLILE

Address: 4 WILLOW BANK
 BARNSELY
 SOUTH YORKSHIRE
 ENGLAND
 S75 1BN

Class of share: ORD

Number of shares: 500000

Currency: GBP

*Nominal value of
each share:* 0.01

Amount unpaid: 0

Amount paid: 0.01

Name: LEE WARREN BRAMZELL

Address: 41 AZALEA CLOSE
 LONDON COLNEY
 ST. ALBANS
 HERTFORDSHIRE
 ENGLAND
 AL2 1UA

Class of share: ORD

Number of shares: 500000

Currency: GBP

*Nominal value of
each share:* 0.01

Amount unpaid: 0

Amount paid: 0.01

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: NICHOLAS DAVID CARLILE

Authenticated: YES

Name: LEE WARREN BRAMZELL

Authenticated: YES

Authorisation

Authoriser Designation: subscriber



**ARTICLES OF ASSOCIATION
OF
SCX KNUTSFORD LIMITED**

**DWF LLP
Bridgewater Place
Water Lane
Leeds
LS11 5DY**

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(adopted by a special resolution passed on 2014)

Tax Act 2010.

Eligible Director	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);
Excess Securities	the meaning specified in Article 9.1(b) (Allotment of Shares);
Initial Shareholders	the meaning specified in the Shareholders' Agreement;
Member	the meaning specified in section 112 of the Act;
Model Articles	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;
Offeror	the meaning specified in Article 15.1 (Drag Along/Compulsory Purchase);
Permitted Transfer	the meaning specified in Article 12.1 (Permitted Transfers of Shares);
Prescribed Period	the meaning specified in Article 13.1 (Pre-emption Procedure for Transfers of Shares);
Purchase Notice	the meaning specified in Article 15.1 (Drag Along/Compulsory Purchase);
Referee	an independent expert for the purposes of Article 13 (Pre-emption Procedure for Transfer of Shares) to be agreed between the Seller and the directors or, in default of agreement within 14 days, to be referred by the Seller or by the directors to the President for the time being of the Institute of Chartered Accountants in England and Wales who shall be instructed to appoint a Referee to determine the Sale Price;
Relevant Securities	all Shares, rights to subscribe for Shares or to receive them for no consideration and all securities convertible into Shares;
Sale Price	the meaning specified in Article 13.2 (Pre-emption Procedure for Transfer of Shares);
Sale Shares	the meaning specified in Article 13.1 (Pre-emption Procedure for Transfer of Shares);
Seller	the meaning specified in Article 13.1 (Pre-emption Procedure for Transfer of Shares);
Shareholders' Agreement	the shareholders' agreement entered into by the shareholders of the Company on or around the date of the adoption of these

	Articles (as may be amended or supplemented from time to time);
Shares	the ordinary shares of £[1.00] each in the capital of the Company from time to time;
Transfer Notice	a notice in writing of a member's proposed transfer of shares or interest in Shares given or deemed given under these Articles;
Specified Price	the meaning specified in Article 16.1 (Tag Along);
Specified Shares	the meaning specified in Article 16.1 (Tag Along); and
Transferees	the meaning specified in Article 13.3(b) (Pre-emption Procedure for Transfer of Shares).

2.2 In these Articles:-

- (a) a reference to a **disposal** includes a sale, transfer, assignment, charge, mortgage, subscription, renunciation, nomination or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached to such share and also includes an agreement (or more than one agreement) to enter into such a disposal or the grant of a right to compel entry into such agreement and **dispose** shall be construed accordingly;
- (b) notices and any communications to be given under Articles 13 (Pre-emption Procedure on Transfer of Shares), 15 (Drag Along/Compulsory Purchase) or 16 (Tag Along) including any Transfer Notice or Purchase Notice must be given in writing and for these purposes writing does not include electronic form or any form of electronic communication;
- (c) any gender includes any other gender;
- (d) the singular includes the plural and vice versa;
- (e) references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- (f) words and expressions which have particular meanings in the Model Articles shall have the same meaning in these Articles unless otherwise provided and words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
- (g) a reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise;
- (h) unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time;

- (i) the headings in these Articles are for convenience only and shall not affect the interpretation of these Articles; and
- (j) general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

3. The Model Articles

The regulations contained in the Model Articles are incorporated into these Articles and shall apply to the Company, except in so far as they are modified or excluded by, or inconsistent with, these Articles.

4. Decision Making By The Directors

- 4.1 Any director may call a directors' meeting by giving notice of the meeting to the other directors.
- 4.2 The quorum for directors' meetings shall be ~~two~~ Eligible Directors.
- 4.3 Subject to the other provisions of these Articles, matters of business arising at board meetings shall be decided by a simple majority of votes on the basis that each Director shall have one vote. Decisions of the Directors taken by written resolution outside of a meeting of the Board shall require unanimity.
- 4.4 The chairman of the board of directors of the Company shall be a director appointed by the board of directors of the Company from time to time.
- 4.5 In the case of an equality of votes for and against any resolution of the directors, the chairman shall not have a second or casting vote.
- 4.6 For the purposes of any meeting (or part of a meeting) held pursuant to Article 5.2 (Directors' Conflicts of Interest) 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. Directors' Interests and Conflicts

5.1 Transactions or arrangements with the Company

Subject to sections 177(5), 177(6), 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 Act, a director may vote as a director or be entitled to participate in any unanimous decision of the directors in regard to any transaction or arrangement with the Company in which he is interested or upon any matter arising therefrom and if he shall so vote or participate, his vote or participation shall be counted and he shall be reckoned in estimating any relevant quorum.

5.2 Directors' conflicts of interest

- (a) The directors may, for the purposes of and subject to the provisions of section 175 of the Act, authorise any matter or situation which would, if not authorised, involve a director infringing his duty under that section to avoid a situation in which he has or

can have a direct or indirect interest that conflicts with or may possibly conflict with the interests of the Company (a **Conflict**). The directors may give any such authorisation subject to such terms, limits and conditions as they shall consider appropriate in the circumstances.

- (b) Where the directors authorise a Conflict, the director whose Conflict has been so authorised will not infringe any duty he owes to the Company under sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of that authorisation.

5.3 **Benefits**

A director is not required, by reason of being a director, to account to the Company for any remuneration, profit or other benefit which he or a person connected with him (as defined in section 252 of the Act) derives from any transaction or arrangement referred to in Article 5.1 (Transactions or arrangements with the Company) or which derives from or is in connection with a Conflict which has been authorised by the directors or by the Company (subject in each case to any terms, limits or conditions attaching to that authorisation) and no such transaction, arrangement or other contract shall be liable to be avoided on such grounds and the receipt of any such remuneration, profit or benefit shall not constitute a breach of his duty under section 176 of the Act.

6. **Number of Directors**

The number of directors shall not be subject to any maximum but shall not be less than [three].

7. **Appointment of Directors**

In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) shall 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.

8. **Share Capital**

- 8.1 The issued share capital as at the date of adoption of these Articles is £[300] divided into [300] ordinary shares of £[1.00] each.

9. **Allotment of Shares**

- 9.1 Unless otherwise authorised by special resolution, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all shareholders (save for any shareholder whose Shares (or any of them) are the subject of a Transfer Notice served or deemed served pursuant to these Articles) on the date of the offer on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares of the relevant class held by those holders (as nearly as possible without involving fractions). The offer:

- (a) shall be in writing, shall be open for acceptance for a period of 21 business days from the date of the offer and shall give details of the number and subscription price of the Relevant Securities; and
 - (b) may (at the option of the board) stipulate that any shareholder who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Relevant Securities (**Excess Securities**) for which he wishes to subscribe.
- 9.2 Any Relevant Securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 9.1 shall (if the board has exercised its option under Article 9.1(b)) be used for satisfying any requests for Excess Securities made pursuant to Article 8.3(b). If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with Article 9.1 as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the board may determine, at the same price and on the same terms as the offer to the shareholders.
- 9.3 Subject to Article 9.1 and (if applicable) Article 9.2 and to section 551 of the Act, any Relevant Securities shall be at the disposal of the board who (subject to the terms of the Shareholders' Agreement) may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 9.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of any Shares made by the Company.
- 10. Transfers of Shares - General**
- 10.1 The directors shall refuse to register any transfer of Shares unless the transfer is permitted by Article 12 (Permitted Transfers) or made in accordance with Articles 13 (Pre-emption Procedure for Transfers of Shares), 14 (Compulsory Share Transfers), 15 (Drag Along/Compulsory Purchase) or 16 (Tag Along) and in any such case is not made in contravention of these Articles or the Shareholders' Agreement, but shall not otherwise be entitled to refuse to register any transfer of Shares.
- 10.2 Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of Shares, to the effect that such Shares or any of them be allotted or issued to some person other than himself, and a disposal of any interest in Shares (whether legal, beneficial or otherwise) shall for the purpose of these Articles be deemed to be a transfer.
- 10.3 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 10.4 For the purpose of ensuring that a transfer of Shares is permitted under these Articles, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been served under these Articles, the directors may require any member or the administrator or liquidator

of any member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors reasonably think fit. Failing such information or evidence being furnished to the satisfaction of the directors within 28 days after such request, the directors shall be entitled to refuse to register the transfer in question or (in the case where no transfer is in question) to require by notice in writing that a Transfer Notice under Article 13 (Pre-emption Procedure for Transfers of Shares) be given in respect of the Shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice under Article 13 (Pre-emption Procedure for Transfers of Shares) ought to be given in respect of any Shares, provided that the Seller and/or any director nominated by the Seller shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that such a Transfer Notice be given in respect of the Shares concerned is proposed. If the directors do so require and the Transfer Notice is not duly given within 28 days from the date of its being required, such Transfer Notice shall be deemed to have been given at the expiration of such period.

- 10.5 Any purported transfer of Shares other than in accordance with the provisions of these Articles shall be void and shall have no effect.

11. Prohibited Transfers

No Shares may be transferred to any person under the age of 18 or to any bankrupt or person lacking mental capacity.

12. Permitted Transfers of Shares

- 12.1 For the purposes of these Articles, the following are **Permitted Transfers**:-

- (a) a transfer made in accordance with Articles 15 (Drag Along/Compulsory Purchase) or 16 (Tag Along); or
- (b) a transfer of Shares by a shareholder to the Company upon a purchase by the Company of such Shares pursuant to the provisions of Part 18 of the Act; and
- (c) a transfer of Shares to which all of the Initial Shareholders have given their prior written approval,

provided in each case that the transfer is not a transfer falling within Article 11 (Prohibited Transfers).

- 12.2 A transfer of Shares which is a Permitted Transfer is not subject to Article 13 (Pre-emption Procedure for Transfer of Shares).

- 12.3 A Permitted Transfer must be the transfer of the whole legal and equitable title to such Shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof.

13. Pre-emption Procedure For Transfers of Shares

13.1 Transfer Notices

- (a) Any member who wishes to transfer Shares or any interest in Shares (a **Seller**) other than pursuant to a Permitted Transfer shall give to the Company a Transfer Notice. Subject as mentioned in the following provisions, a Transfer Notice given in these circumstances shall constitute the directors as the Seller's agents for the sale of the Shares specified in the Transfer Notice (the **Sale Shares**) at the Sale Price and during the period expiring on the date that the procedure contemplated by this Article 13 has been exhausted (the **Prescribed Period**) in accordance with the following provisions of this Article 13.
- (b) Except as provided in Article 13.2(b) and subject to Article 13.1(c), a Transfer Notice once given, required to be given or deemed to have been given, shall not be revocable except with the consent of all of the directors of the Company, who may impose such condition to their consent as they think fit, including a condition that the Seller bears all costs arising therefrom.
- (c) A Transfer Notice (other than a Transfer Notice required to be given or deemed to have been given pursuant to these Articles) may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company within the Prescribed Period pursuant to this Article, the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company.

13.2 **Determination of Sale Price**

- (a) The expression **Sale Price** shall mean in respect of each Sale Share such sum per Share as shall be agreed between the Seller and the directors (which sum must be a fixed and certain sum) or, failing agreement being reached within 20 days of service of the Transfer Notice, the following shall apply:
 - (i) the matter shall be referred immediately to a Referee. The Referee shall act as an independent expert and not as an arbitrator. The decision of the Referee shall be final and conclusive and shall be binding upon both the Seller and the directors;
 - (ii) the Referee shall be instructed to produce a certificate showing the value of the Sale Shares for the purposes of this Article 13.2 and that value must be a fixed and certain sum;
 - (iii) the Referee shall be required to consider all representations as to valuation or otherwise made in writing by either the Seller or the directors;
 - (iv) the Sale Price shall be computed by reference to the fair selling value of the Sale Shares on the open market as between a willing seller and a willing purchaser by reference to the value of the whole of the issued share capital of the Company and not taking account as to whether or not the Sale Shares represent a majority or minority of the Shares in issue and not taking account of the restrictions on the transferability of the Sale Shares;
 - (v) the Referee shall have absolute and unfettered discretion as to the weight he shall give to all relevant circumstances; and

- (vi) subject to Article 13.2(b), the Referee shall be instructed to determine by whom (and in what proportions) the costs of the reference shall be borne including the costs, fees and expenses of professional experts whom the Referee may consult and his out of pocket payments and expenses. In the absence of any determination by the Referee, such costs, fees and expenses shall be borne as to one half by the Seller and as to one half by the Company.
- (b) If the Sale Price so determined is not acceptable to the Seller, he may give notice in writing to the directors within 21 days of the receipt of the Referee's certificate and then the Transfer Notice shall be deemed to be withdrawn. If the Seller gives such notice under this Article 13.2(b), he shall bear the whole of the costs, fees and expenses of any such certificate. This Article 13.2(b) shall not apply in respect of a Transfer Notice served or deemed served pursuant to Article 14 (Compulsory Share Transfers).

13.3 Offers to Purchase

- (a) Upon the Sale Price being agreed or determined and provided the Seller does not give notice of withdrawal under Article 13.2(b), the directors shall immediately by notice in writing offer the Sale Shares at the Sale Price. Such offer shall first be made to the other shareholders of the Company. To the extent that such offers are not accepted in whole or in part, the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the initial offer to members of the Company that accepted the initial offer. Each such offer shall specify a time (not being less than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer and not more than 42 days in either case) (the **Acceptance Period**) within which it must be accepted, failing which it shall lapse. In the case of competition in respect of any such offer, the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly may be without involving fractions or increasing the number to be sold to any member beyond that applied for by him) to their existing holding of Shares.
- (b) If within the Acceptance Period, the other shareholders (the **Transferees**) accept the offer of all or any of the Sale Shares at the Sale Price on the basis set out in Article 13.3(a), the directors shall immediately give notice in writing (the **Acceptance Notice**) of such acceptance to the Seller and the Transferees and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed. If the Transfer Notice stated that the Seller is not willing to transfer part only of the Sale Shares or less than a specified number of Sale Shares, the obligation in this Article 13.3(b) to transfer shall not apply unless the directors shall have found Transferees for the whole of the Sale Shares or not less than such specified number (as the case may be).
- (c) The Seller shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice when payment of the Sale Price for the

Sale Shares shall be made to the directors as agents for the Seller and share certificates in respect of the relevant Sale Shares (or indemnities in respect of lost share certificates) shall be delivered to the directors. The Seller shall be deemed to transfer the Sale Shares with full title guarantee free from all encumbrances and shall deliver to the directors on behalf of the Transferees duly executed stock transfer forms in respect of and certificates for the Sale Shares. If the Seller shall fail to transfer the Sale Shares, the chairman of the Company or some other person appointed by the directors shall be deemed to have been authorised by the Seller to execute, complete and deliver, in the name and on behalf of the Seller, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company, the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer (subject to the transfer being duly stamped), the Transferees shall be entitled to have their names entered in the register of members as the holders by transfer of the Sale Shares. The Company shall hold the purchase money in trust for the Seller but shall not be bound to earn or pay interest on it and shall act on behalf of the Seller in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members, the validity of the proceedings shall not be questioned by any person.

13.4 Offers to Third Parties

If the offer of the Sale Shares at the Sale Price shall not be taken up in whole or in part pursuant to Article 13.3 within the Acceptance Period or if the directors shall within the Prescribed Period give to the Seller notice in writing that the directors have no reasonable prospect of finding purchasers for the Sale Shares, then the Seller for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to any person (but not a person referred to in Article 11 (Prohibited Transfers)) at a price not being less than the Sale Price and otherwise on the terms set out in the Transfer Notice provided that:

- (a) the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind to the proposed purchasers and if not so satisfied may refuse to register the relevant instrument of transfer;
- (b) the Seller (if he is also a director) or any person appointed as a director by the Seller shall not be entitled to vote at any board meeting at which a resolution considering such sale is proposed or to agree to or vote on a directors' resolution concerning the same; and
- (c) the provisions of this Article 13.4 shall not apply in the case of a Transfer Notice served or deemed served under Article 14 (Compulsory Share Transfers).

13.5 Matters relating to Share Transfers

Notwithstanding the foregoing provisions of this Article 13, the directors may decline to register any transfer of any share on which the Company has a lien or in respect of any Share which is not fully paid.

14. Compulsory Share Transfers

14.1 For the purposes of this Article 14 the following shall be deemed (without limitation) immediately upon (and subject to) resolution by the directors to be service of a Transfer Notice under Article 13 (Pre-emption Procedure for Transfers of Shares) by a Shareholder in respect of all the Shares held by him, that Transfer Notice being deemed to have been served upon the date of such directors' resolution:-

- (a) except in the case of a Permitted Transfer, any direction by that shareholder referred to in Article 10.2;
- (b) any disposal of a Share or any interest therein by that shareholder (whether for consideration or otherwise) otherwise than in accordance with the provisions of these Articles and the Shareholders' Agreement;
- (c) a chargee becoming entitled to exercise its rights or realise its security over any Shares held by that shareholder;
- (d) if that shareholder is a company, the appointment of an administrator or liquidator in respect of it or its assets or the entry by it into or a proposal by its directors of an arrangement with its creditors (other than a solvent arrangement) or the taking of any step by any person to appoint an administrator or liquidator of that shareholder;
- (e) if that shareholder is an individual, the appointment of a receiver, manager or trustee in bankruptcy in respect of him or his assets or the entry by him into an arrangement (other than a solvent arrangement) with his creditors;
- (f) [if that shareholder is an individual, the death of that member]; or
- (g) that shareholder committing a breach of the Shareholders' Agreement or of these Articles which remains unremedied for a period of more than 30 days after written notice to that shareholder, following a board resolution so to notify, identifying the alleged breach or breaches with reasonable clarity, referring to this provision of the Articles and requiring the breach or breaches to be remedied.

14.2 A Transfer Notice deemed to have been given under Article 14.1 shall not be revocable and if a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under this Article 14, then this Article 14 shall apply.

14.3 Reference in Article 14.1(g) to a breach being "remedied" means, in the case of a continuing breach, to the permanent cessation of that continuance and, in the case of any breach of an obligation to perform an act or to make a payment, to the performance of that act or making of that payment.

15. Drag Along/Compulsory Purchase

15.1 If an offeror (the **Offeror**) for Shares has made bona fide offers on arm's length terms to all of the shareholders of the Company and the Offeror receives valid acceptances which would on completion result in the Offeror becoming the holder of not less than [66] per cent of the Shares then in issue, then:-

- (a) the Offeror may give written notice (which must contain the information set out in Article 15.3) (a **Purchase Notice**) to any non-accepting holder of Shares requiring him to accept the offer and transfer his Shares with full title guarantee and free from any encumbrance within 14 days of the Purchase Notice and stating that failing such acceptance he shall be deemed to have accepted such offer in respect of all Shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any Shares the subject of such offer;
- (b) the Purchase Notice shall be deemed served in accordance with Article 20 (Communications) except that it may not be served by electronic communication;
- (c) upon the expiry of the Purchase Notice each recipient of a Purchase Notice shall be obliged to transfer his Shares with full title guarantee and free from any encumbrance and deliver to the Offeror (or as he may direct) an executed stock transfer form and share certificates (or an indemnity in respect of lost share certificates) in respect of the Shares which were the subject of the Purchase Notice together with an executed waiver of pre-emption rights, if appropriate;
- (d) if any such recipient fails to comply with the matters set out in Article 15.1(c) he shall be deemed to have appointed any director to be his agent and attorney on his behalf to execute such documents (including stock transfer forms and indemnities), to covenant on the terms set out in Article 15.1(c) and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Shares the subject of this Article 15 and against receipt by the Company (on trust for such member but without any obligation to pay or account for interest) of the appropriate purchase monies to deliver such executed transfers and pre-emption waivers (if appropriate) to the Offeror and it shall be no impediment to completion that such member's share certificates have not been produced; and
- (e) after the Offeror (or his nominees) has been registered as the holder of Shares transferred in accordance with this Article the validity of such transaction shall not be questioned by any person.

15.2 A Purchase Notice may be revoked at any time prior to completion and any such revocation notice shall be served in accordance with Article 15.1(b).

15.3 In order for a Purchase Notice to be valid it must state the matters referred to in Article 15.1(a) and must include details of:

- (a) the proposed price which must attribute an equal fixed value to each Share and which must be the same consideration per Share as that offered, given, paid or payable by

the Offeror in respect of each of the Shares the subject of the offer made by the Offeror under Article 15.1;

- (b) the Shares in respect of which the Offeror has received valid acceptances;
- (c) the Offeror (including its identity);
- (d) the place, date and time of completion of the proposed purchase (being a date not less than 21 days and not more than 35 days from the date of the Purchase Notice); and
- (e) its expiry date for acceptance.

15.4 Completion of the sale of Shares the subject of a Purchase Notice shall take place on the same date as the actual completion of the sale of the other Shares the subject of valid acceptances as referred to in Article 15.1.

15.5 Article 13 (Pre-emption Procedure for Transfers of Shares) shall not apply to an offer or acceptances under Article 15.1 or to any Purchase Notice. All other regulations of the Company relating to the transfer of Shares and the rights to registration of transfers shall be read subject to the provisions of this Article 15. Any Transfer Notice or deemed Transfer Notice in respect of a Share the transfer of which has not been completed (other than in respect of Shares the subject of valid acceptances as referred to in Article 15.1) shall automatically be revoked by the service of a valid Purchase Notice.

16. Tag Along

16.1 Subject to Article 15, but notwithstanding any other provision of these Articles, no disposal or any series of disposals over a consecutive period of 12 months of any Shares (the **Specified Shares**) which would result if made and registered in a person (together with persons acting in concert or connected with him) who was not a member of the Company on the Adoption Date becoming the holder of [66] per cent or more of the Shares then in issue shall be made or registered unless before the transfer is lodged for registration, the proposed transferee or transferees (or their nominees) has or have made a bona fide written offer in accordance with these Articles to purchase all the Shares in issue held by members who are not acting in concert or otherwise connected with such transferees or nominees at the same price (the **Specified Price**) and on terms no less favourable overall to those offered to the holders of the Specified Shares.

16.2 Any offer made under Article 16.1:

- (a) shall be open for acceptance for at least 30 days;
- (b) shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time prescribed for acceptance; and
- (c) shall be on terms that the consideration thereunder shall be settled in full on completion of the purchase.

16.3 The Specified Price must be a fixed price in cash and not a cash equivalent.

- 16.4 Subject to Article 15, all regulations of the Company relating to the transfer of Shares and the right to registration of transfers shall be read subject to the provisions of this Article 16.

17. Share certificates

In regulation 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”.

18. Transmittees

Regulation 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 regulation 28(2) of the Model Articles,” after the words “the transmittee’s name.”

19. Poll Votes

- 19.1 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.

- 19.2 Regulation 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 regulation.

20. Communications

- 20.1 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being. A director may agree with the Company that notices or documents sent to that director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

- 20.2 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the envelope containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

- 20.3 Where a document or information is sent or supplied by the Company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed and transmitted and that no report of a failure of delivery resulted within 24 hours of transmission.

- 20.4 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register.

20.5 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

20.6 In counting hours elapsed for any purpose of this Article 20.6, hours during days which are not business days shall be disregarded.

21. **Indemnity**

21.1 Subject to the provisions of and so far as may be consistent with the Act, the Company shall provide:

- (a) for each relevant officer an indemnity out of the assets of the Company to the extent that such indemnity is a “qualifying third party indemnity provision” within the meaning of section 234 of the Act;
- (b) a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant officer or any liability of the Company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than:
 - (i) in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final;
 - (ii) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
 - (iii) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final; and
- (c) a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence; breach of duty or breach of trust by that relevant officer in relation to the Company or an associated company of the Company or to enable a relevant officer to avoid incurring such expenditure.

21.2 In this Article 21:-

- (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, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).