



THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CAMWORTH LIMITED
(company registration number 09656844)
adopted by special resolution on 1 NOVEMBER 2021

INTRODUCTION

1. INTERPRETATION

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

Accepting Shareholder: has the meaning given in article 23.5.

Acquiring Party: has the meaning given in article 20.8.

Act: means the Companies Act 2006.

Acting in Concert: has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel of Takeovers and Mergers (as amended from time to time).

Allocation Notice: has the meaning given in article 19.14.

Applicant: has the meaning given in article 19.14.

appointor: has the meaning given in article 13.1.

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

A Ordinary shares: the A Ordinary shares of £0.001 each in the capital of the Company with rights as laid out in clause 17.1.

Bad Leaver: a person who ceases to hold any shares in the capital of the company by reason of:

(a) article 20.1(a) to 20.1(g) inclusive;

(b) article 20.1(h) except where the person ceased to be a director by reason of redundancy, retirement, notice having been given by the company in circumstances where the person's conduct or capacity was not the direct or indirect reason for that notice having been given, or the required period of notice having been given by that person; or

(c) article 20.1(j) to 20.1(m) inclusive;

Buyer: has the meaning given in article 23.1.B Ordinary shares: the B Ordinary shares of £0.001 each in the capital of the Company with rights as laid out in clause 17.1.

Called Shareholders: has the meaning given in article 22.1.

Called Shares: has the meaning given in article 22.1.

Completion Date: has the meaning given in article 22.5.

Conflict: has the meaning given in article 9.2.

Consideration: has the meaning given in article 19.14.

Controlling Interest: means an interest in shares giving to the holder(s) control of the company within the meaning of section 1124 of the Corporation Tax Act 2010.

Continuing Shareholders: has the meaning given in article 19.7.

Controlling Shareholders: has the meaning given in article 22.1.

Defaulting Shareholder: has the meaning given in article 20.2.

Defaulting Shareholder's Shares: has the meaning given in article 20.2.

Default Transfer Notice: the notice deemed to have been served by a shareholder upon the occurrence of any event in article 20.1.

Drag Along Notice: has the meaning given in article 22.2.

Drag Along Option: has the meaning given in article 22.1.

Drag Shares: has the meaning given in article 22.1.

D Ordinary shares: the D Ordinary shares of £0.001 each in the capital of the Company with rights as laid out in clause 17.1.

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).

Fair Value: in relation to shares, as determined in accordance with article 21.

First Offer Period: has the meaning given in article 19.7.

First Option Notice: has the meaning given in article 19.3.

Good Leaver: a person who ceases to hold any shares in the capital of the company in circumstances where that person is not a Bad Leaver.

Initial Surplus Shares: has the meaning given in article 19.9(c).

Interested Director: has the meaning given in article 9.2.

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.

Minimum Transfer Condition: has the meaning given in article 19.3(d).

Offer: has the meaning given in article 23.2.

Offer Notice: has the meaning given in article 23.3.

Offer Shares: has the meaning given in article 23.3.

Proposed Buyer: has the meaning given in article 22.1.

Proposed Transfer: has the meaning given in article 23.1.

Sale Date: has the meaning given in article 23.3.

Sale Shares: has the meaning given in article 19.3.

Second Offer Period: has the meaning given in article 19.10.

Second Surplus Shares: has the meaning given in article 19.12.

Seller: has the meaning given in article 19.3.

Shareholders Agreement: an agreement made between the shareholders of the company from time to time in accordance with which the shareholders agree to exercise their rights in relation to the company.

Specified Price: has the meaning given in article 23.2.

Transfer Price: has the meaning given in article 19.3(c) when used in relation to Sale Shares, or the meaning given in article 20.4 when used in relation to Defaulting Shareholder's Shares.

Valuers: the auditors for the time being of the company or, if they decline the instruction, an independent firm of accountants jointly appointed by the company and the Seller or, in the absence of agreement between the company and the Seller on the identity of the expert within 14 days, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator).

1.2 A reference to an A Share, a B Share, a C Share, etc, is a reference to an ordinary share of £0.001 in the capital of the company designated accordingly.

1.3 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.

- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 A reference in these Articles to a share or to shares shall be a reference to a share in the capital of the company (regardless of class) unless expressly provided otherwise.
- 1.7 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.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 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.
- 1.10 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.11 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.12 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.14 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".
- 1.15 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".
- 1.16 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".

DIRECTORS

2. DIRECTORS' GENERAL AUTHORITY

- 2.1 Article 3 of the Model Articles shall be amended by the insertion of the words "and the provisions of the Shareholders Agreement" after the word "articles".

3. SHAREHOLDERS' RESERVE POWER

- 3.1 Article 4(1) of the Model Articles shall be amended by the insertion of the words "or by the provisions of the Shareholders Agreement" after the words "special resolution".

4. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 4.1 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".

5. UNANIMOUS DECISIONS

- 5.1 Article 8 of the Model Articles shall not apply to the company.
- 5.2 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.
- 5.3 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 5.4 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.

6. CALLING A DIRECTORS' MEETING

- 6.1 Article 9(1) of the Model Articles shall not apply to the company.
- 6.2 Any director may call a directors' meeting by giving not less than seven 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.
- 6.3 Any resolution passed at a meeting of which shorter notice or no notice has been given shall be deemed to have been duly passed if all those directors entitled to attend such a meeting were present or if all of them consent in writing to short notice.

7. QUORUM FOR DIRECTORS' MEETINGS

- 7.1 Articles 11(2) and 11(3) of the Model Articles shall not apply to the company.
- 7.2 Subject to article 7.3, the quorum for the transaction of business at a meeting of directors shall be Mr James Luck and Mr David Webb. Where one of them is, at the relevant time, not an eligible director then the quorum shall be the one that is an eligible director plus any other eligible director. Where neither of them are, at the relevant time, eligible directors then the quorum shall be any two eligible directors.
- 7.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 0 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.
- 7.4 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.

8. 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.

9. DIRECTORS' CONFLICTS OF INTEREST

- 9.1 Articles 14(1), 14(2), 14(3) and 14(4) of the Model Articles shall not apply to the company.
- 9.2 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 (a Conflict).
- 9.3 Any authorisation under this article will be effective only if 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.
- 9.4 Any authorisation of a Conflict under this article 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.
- 9.5 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

- 9.6 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 9.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors 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.
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 two.
11. METHOD OF APPOINTING DIRECTORS
- 11.1 Articles 17(1) and 17(2) of the Model Articles shall not apply to the company.
- 11.2 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director only with the approval of shareholders who between them hold shares representing at least 90% of the issued share capital of the company.
- 11.3 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. TERMINATION OF DIRECTOR'S APPOINTMENT
- 12.1 Article 18(a) of the Model Articles shall be amended by the insertion of the words "or the service contract (if any) made between the company and the director terminates or expires" after the words "director by law".
13. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS
- 13.1 Any director (appointor) may appoint as an alternate any other director 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.
- 13.2 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.
- 13.3 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.
14. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS
- 14.1 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.
- 14.2 Except as the Articles specify otherwise, alternate directors:

- (a) are liable for their own acts and omissions;
- (b) are subject to the same restrictions as their appointors; and
- (c) 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.

- 14.3 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.
- 14.4 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.

15. 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;
- (d) when the alternate's appointor's appointment as a director terminates; or
- (e) when the alternate's appointment as a director in his own right terminates.

16. 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.

SHARES

17. SHARE CAPITAL

- 17.1 Except as otherwise provided in these Articles, each class of shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 17.2 On the transfer of any share as permitted by these Articles, a share transferred to a non-shareholder shall remain of the same class as before the transfer. If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.
- 17.3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the company shall *mutatis mutandis* apply. For the purpose of this article, the shareholders present in person or by proxy may constitute a meeting.

- 17.4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- (a) any alteration in the Articles;
 - (b) any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the company of its own shares or other alteration in the share capital of the company or any of the rights attaching to any share capital; and
 - (c) any resolution to put the company into liquidation.
- 17.5 The company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the Act.
18. SHARE TRANSFERS: GENERAL
- 18.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 18.2 No shareholder shall transfer any share except in accordance with article 19, article 20, article 22 or article 23.
- 18.3 The directors must register any duly stamped or certified exempt transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 18.4 To enable the directors to determine whether or not there has been a transfer of shares in the company in breach of these Articles, the directors of any class may from time to time require any shareholder to provide the company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in his name to the reasonable satisfaction of such directors within 14 days of their request or, as a result of the information and evidence provided such directors are reasonably satisfied that a breach has occurred, then such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares. Such directors may reinstate these rights at any time.
- 18.5 Any transfer of shares by way of a sale that is required to be made under article 19, article 20, article 22 or article 23 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.
19. PRE-EMPTION RIGHTS ON SHARE TRANSFER
- 19.1 In article 19, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.
- 19.2 Except where the provisions of article 20, article 22 or article 23 apply, any transfer of shares by a shareholder shall be subject to the pre-emption rights in article 19.
- 19.3 A shareholder (Seller) wishing to transfer his shares (Sale Shares) must give notice in writing (a First Option Notice) to the company giving details of the proposed transfer including:
- (a) the number of Sale Shares;
 - (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer;

- (c) the price (in cash) at which he wishes to sell the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (Transfer Price)); and
 - (d) whether the First Option Notice is conditional on all, or a specific number of, the Sale Shares being sold to shareholders (Minimum Transfer Condition).
- 19.4 Once given (or deemed to have been given) under these articles, a First Option Notice may not be withdrawn.
- 19.5 A First Option Notice (or deemed First Option Notice) constitutes the company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these articles.
- 19.6 As soon as practicable following the receipt of a First Option Notice, the directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of article 19 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 19.7 The directors shall offer the Sale Shares to all shareholders other than the Seller (the Continuing Shareholders), inviting them to apply in writing within the period from the date of the offer to the date 28 days after the offer (both dates inclusive) (the First Offer Period) for the maximum number of Sale Shares they wish to buy.
- 19.8 If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under article 19.9 to article 19.12 shall be conditional on the fulfilment of the Minimum Transfer Condition.
- 19.9 If:
 - (a) at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion which his existing holding of shares bears to the total number of shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case the allocation of any such fractional entitlements among the Continuing Shareholders who have applied for Sale Shares shall be determined by the directors). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;
 - (b) not all Sale Shares are allocated following allocations in accordance with article 19.9(a), but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicant(s) in accordance with the procedure set out in article 19.9(a). The procedure set out in this article 19.9(b) shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and
 - (c) at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications. The balance (the Initial Surplus Shares) shall be dealt with in accordance with article 19.10.
- 19.10 At the end of the First Offer Period, the directors shall offer the Initial Surplus Shares (if any) to all the Continuing Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 28 days after the offer (both dates inclusive) (the Second Offer Period) for the maximum number of Initial Surplus Shares they wish to buy.
- 19.11 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to each Continuing Shareholder who has applied for Initial Surplus Shares in

the proportion that his existing holding of shares (including any Sale Shares) bears to the total number of shares (including any Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Continuing Shareholders shall be determined by the directors). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

19.12 If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance (the Second Surplus Shares) shall be dealt with in accordance with article 19.17.

19.13 If the First Option Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the directors shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under article 19.9 to article 19.12, stating that the Minimum Transfer Condition has not been met and that the relevant First Option Notice has lapsed with immediate effect.

19.14 If:

- (a) the First Option Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the First Option Notice does not include a Minimum Transfer Condition; and
- (b) allocations under article 19.9 to article 19.12 have been made in respect of some or all of the Sale Shares,

the directors shall give written notice of allocation (an Allocation Notice) to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (each an Applicant). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him (Consideration) and the place and time for completion of the transfer of the Sale Shares (which shall be at least 7 days, but not more than 28 days, after the date of the Allocation Notice).

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

19.16 If the Seller fails to comply with article 19.15:

- (a) the chairman of the directors (or, failing him, one of the other directors, or some other person nominated by a resolution of the directors) may, as agent on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (ii) receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration); and
 - (iii) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
- (b) the company shall pay the Consideration into a separate bank account in the company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case,

with such other evidence (if any) as the board may reasonably require to prove good title to those Sale Shares, to the company.

- 19.17 If an Allocation Notice does not relate to all of the Sale Shares or the First Option Notice lapses pursuant to article 19.13 then, subject to article 19.18 and within eight weeks following service of the Allocation Notice or the date of the lapse of the First Option Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a First Option Notice) in accordance with this article 19.17 shall continue to be subject to any Minimum Transfer Condition.
- 19.18 The Seller's right to transfer Sale Shares under article 19.17 does not apply if the directors reasonably consider that:
- (a) the transferee is a person (or a nominee for a person) who is a competitor with (or directly or indirectly associated with a competitor with) the business of the company; or
 - (b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - (c) the Seller has failed or refused to provide promptly information available to the Seller and reasonably requested by the directors to enable it to form the opinion mentioned above.
- 19.19 The restrictions imposed by article 19 may be waived in relation to any proposed transfer of Sale Shares with the unanimous consent of all shareholders.

20. COMPULSORY TRANSFERS

- 20.1 A shareholder is deemed to have served a Default Transfer Notice immediately before any of the following events:
- (a) a petition being presented, or an order being made, for the shareholder's bankruptcy; or
 - (b) an application to the court being made under section 253 of the Insolvency Act 1986 where the shareholder intends to make a proposal to his creditors for a voluntary arrangement; or
 - (c) the shareholder making an individual voluntary arrangement with his creditors on agreed terms under section 263A of the Insolvency Act 1986; or
 - (d) the shareholder convening a meeting of his creditors or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
 - (e) the shareholder being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
 - (f) any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the shareholder's assets; or
 - (g) the happening in relation to a shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets; or
 - (h) the shareholder (being a director of the company) ceases to be a director of the company (unless, at the request of the Shareholder who is deemed to have given the Default Transfer Notice, the directors otherwise direct in writing within 21 days of ceasing to be a director that a Default Transfer Notice shall not be deemed to have been served). For the purpose of this article 20.1(h), the Default Transfer Notice is deemed to have been served on the date of ceasing to be a director. Any earlier

Default Transfer Notice served (or deemed to be served) by such shareholder shall automatically lapse; or

- (i) the shareholder lacking capacity (under section 2 of the Mental Capacity Act 2005) to make decisions in relation to the company or his shareholding; or
- (j) the shareholder committing a material or persistent breach of the Shareholders Agreement in relation to the shares in the company which if capable of remedy has not been so remedied within 30 days of the holder(s) of a majority of the shares of the other class requiring such remedy; or
- (k) the shareholder fails to pay any monies owing by him to the company within 30 days of being requested in writing by the company to do so; or
- (l) the shareholder is guilty of any conduct likely to have a serious adverse effect upon the business of the company; or
- (m) the shareholder ceases to hold any professional qualification or certificate required for the normal performance of his duties as a shareholder.

20.2 A Default Transfer Notice deemed to have been given under article 20.1 constitutes the company the agent of the shareholder (the Defaulting Shareholder) for the sale of all shares in the capital of the company held by him (the **Defaulting Shareholder's Shares**) to the Acquiring Party in accordance with the provisions of these Articles.

20.3 Except as provided in this article, a Default Transfer Notice may not be withdrawn.

20.4 The Transfer Price for each Defaulting Shareholder's Share the subject of a Default Transfer Notice shall, save where expressly provided otherwise in these Articles, be:

- (a) the price per Defaulting Shareholder's Share (in cash) agreed between the Defaulting Shareholder and the Acquiring Party or, in default of agreement within 21 days of the date of service of the Default Transfer Notice, where the Defaulting Shareholder is:
 - (i) a Bad Leaver, be restricted to a maximum of the lower of the aggregate subscription price paid in respect of the Defaulting Shareholder's Shares, including any share premium, and the aggregate Fair Value of such Defaulting Shareholder's Shares; and
 - (ii) a Good Leaver, be the aggregate Fair Value of such Defaulting Shareholder's Shares.

20.5 As soon as practicable following the determination of the Transfer Price, the Acquiring Party shall purchase the Defaulting Shareholder's Shares at the Transfer Price.

20.6 If the Defaulting Shareholder fails to co-operate in the transfer of the Defaulting Shareholder's Shares to the company, then:

- (a) the chairman of the directors (or, failing him, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Defaulting Shareholder:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Defaulting Shareholder's Shares to the Acquiring Party;
 - (ii) receive the Transfer Price and give a good discharge for it; and
- (b) the Acquiring Party shall pay the Transfer Price into a separate bank account in the company's name on trust (but without interest) for the Defaulting Shareholder until he has delivered his certificate(s) for the relevant Defaulting Shareholder's Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Defaulting Shareholder's Shares, to the Acquiring Party.

- 20.7 Subject to the provisions of any Shareholders Agreement, the Transfer Price shall be payable by the Acquiring Party to the Defaulting Shareholder on completion of the transfer of the Defaulting Shareholder's Shares.
- 20.8 For the purposes of article 19, the Acquiring Party shall be the company unless:
- (a) shareholders holding between them at least 75% of the shares in the issued share capital of the company (and, for the purpose of calculating this percentage, the Defaulting Shareholder's Shares shall be disregarded) determine that the Acquiring Party shall be such of the other shareholders who agree to purchase the Defaulting Shareholder's Shares; or
 - (b) the company has insufficient distributable reserves with which to buy-back the Defaulting Shareholder's Shares, or is otherwise unable to buy-back the Sales Shares for whatever reason;
- whereupon in either instance the Acquiring Party shall be such of the other shareholders who agree to purchase the Defaulting Shareholder's Shares as the board of directors may notify to the Defaulting Shareholder within 28 days of the service of the Default Transfer Notice. If none of the other shareholders agree to purchase the Defaulting Shareholder's Shares, then the Acquiring Party shall revert to being the company. Where the Acquiring Party constitutes more than one person, then the Defaulting Shareholder's Shares shall be purchased pro-rata by all the persons constituting the Acquiring Party.
- 20.9 Where any shares are held in joint names, then the joint owners will be deemed to have served a Default Transfer Notice immediately before the event if any of the events listed in article 20.1 happens to any of the joint owners.
21. FAIR VALUE OF SHARES
- 21.1 The Valuers shall be requested to determine the Fair Value within 30 days of their appointment and to notify the company and the Seller or the Defaulting Shareholder (as appropriate) in writing of their determination.
- 21.2 The Fair Value for any Sale Share or Defaulting Shareholder's Share (as appropriate) shall be the price per share determined in writing by the Valuers on the following bases and assumptions:
- (a) if the company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (b) the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - (c) the Sale Shares or Defaulting Shareholder's Shares (as appropriate) are sold free of all encumbrances;
 - (d) the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
 - (e) to take account of any other factors that the Valuers reasonably believe should be taken into account;
- 21.3 The shareholders are entitled to make submissions to the Valuers and will provide (or procure that the company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision, subject to the Valuers agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 21.4 To the extent not provided for by this article, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate, including (to the extent they consider necessary), instructing professional advisers to assist them in reaching their valuation.

- 21.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders (in the absence of manifest error or fraud).
- 21.6 The cost of obtaining the Valuers' valuation shall be borne by the company.
22. DRAG ALONG
- 22.1 If the holders of 75% of both A Ordinary and B Ordinary shares in issue for the time being (Controlling Shareholders) wish to transfer all (but not some only) of their shares (Drag Shares) to a bona fide purchaser on arm's length terms (Proposed Buyer), the Controlling Shareholders may require all other shareholders (Called Shareholders) to sell and transfer all their shares (Called Shares) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (Drag Along Option).
- 22.2 The Controlling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (Drag Along Notice) at any time before the transfer of the Drag Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their Called Shares pursuant to this article;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Drag Shares; and
 - (d) the proposed date of the transfer.
- 22.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Controlling Shareholders have not sold the Drag Shares to the Proposed Buyer within three months of serving the Drag Along Notice. The Controlling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 22.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article.
- 22.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Drag Shares unless:
- (a) all of the Called Shareholders and the Controlling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Controlling Shareholders; or
 - (b) that date is less than 14 days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 14 days after service of the Drag Along Notice.
- 22.6 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the company. On the Completion Date, the company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 22.2(c) to the extent that the Proposed Buyer has put the company in the requisite funds. The company's receipt for the price shall be a good discharge to the Proposed Buyer. The company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 22.7 To the extent that the Proposed Buyer has not, on the Completion Date, put the company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable

indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article in respect of their shares.

- 22.8 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 22.6) transfer(s) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Controlling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article.

23. TAG ALONG RIGHTS ON A CHANGE OF CONTROL

- 23.1 Except in the case of transfers pursuant to article 19, the provisions of article 23.2 to article 23.5 shall apply if, in one or a series of related transactions, the Controlling Shareholders propose to transfer any of the shares (Proposed Transfer) which would, if carried out, result in any person (Buyer), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the company.
- 23.2 Before making a Proposed Transfer, the Controlling Shareholders shall procure that the Buyer makes an offer (Offer) to the other shareholders to purchase all of the shares held by them for a consideration in cash per share that is at least equal to the highest price per share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (Specified Price).
- 23.3 The Offer shall be made by written notice (Offer Notice), at least 28 days before the proposed sale date (Sale Date). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the Specified Price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of shares proposed to be purchased by the Buyer (Offer Shares).
- 23.4 If the Buyer fails to make the Offer to all of the holders of Shares in the company in accordance with article 23.2 and article 23.3, the Seller shall not be entitled to complete the Proposed Transfer and the company shall not register any transfer of shares effected in accordance with the Proposed Transfer.
- 23.5 If the Offer is accepted by any shareholder (Accepting Shareholder) in writing within 28 days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.

24. 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.

DIVIDENDS

25. PROCEDURE FOR DECLARING DIVIDENDS

- 25.1 Article 30 of the Model Articles shall not apply to the company.

- 25.2 The company may by ordinary resolution of the holders of the A and B Ordinary shares declare dividends, and the directors may pay interim dividends, provided that:
- (a) no dividend shall exceed any amount recommended by the directors;
 - (b) no dividend may be declared or paid unless it is in accordance with shareholders' respective rights,
 - (c) any dividend is paid by reference to each shareholder's holding of shares on the date of the resolution unless specified otherwise in the resolution; and
 - (d) no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 25.3 The directors may pay a dividend or dividends on one or several classes of shares to the exclusion of any class or classes, and declare dividends of different rates on the respective classes of shares.

DECISION MAKING BY SHAREHOLDERS

26. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

26.1 Article 37(2) of the Model Articles shall not apply to the company.

26.2 A person is able to exercise the right to vote at a general meeting when:

- (a) he is the holder of any A or B Ordinary shares;
- (b) he is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (c) his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (d) The holders of the D Ordinary shares will not be entitled to vote or receive notice of general meetings.

27. QUORUM

27.1 A quorum for the purposes of a general meeting shall be any two of the shareholders provided that there must always be at least one holder of either A and B Ordinary shares present.

28. POLL VOTES

28.1 Article 44(2) of the Model Articles shall not apply to the company.

28.2 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.

28.3 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.

29. PROXIES

29.1 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 24 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".

29.2 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.

ADMINISTRATIVE ARRANGEMENTS

30. MEANS OF COMMUNICATION TO BE USED

30.1 Subject to article 30.2, 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 at the time the notice, document or other information is left at the address; 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 third day after posting; or
- (d) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; and
- (e) if deemed receipt under the previous paragraphs of this article 30.1 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 England), at 9.00 am on the day when business next starts.

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

- (a) if delivered by hand, 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.

31. INDEMNITY AND GUARANTEE

31.1 Article 52 of the Model Articles shall not apply to the company.

31.2 Subject to article 31.3, 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 31.2(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

31.3 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.

31.4 In the event that any officer shall have given any guarantee on behalf of the company (provided he shall have obtained the necessary consent for doing so), then:

- (a) if any guarantee so given shall be called upon by the person to whom it has been given, then upon making any payment properly due under that guarantee the officer in question shall be entitled (in addition to the indemnity in article 31.2) to be indemnified forthwith by the company; and
- (b) upon the death, retirement, deemed or required retirement or expulsion of that officer, the company shall:
 - (i) use its best endeavours to procure that the person having the benefit of the guarantee shall release that officer (or his estate) from the guarantee;
 - (ii) provide a substitute guarantor if required by that person as a condition of release; and
 - (iii) indemnify the officer in question (or his estate) from and against any liability under the guarantee arising after him ceasing to be an officer of the company.

31.5 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 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).

32. INSURANCE

32.1 Article 53 of the Model Articles shall not apply to the company.

32.2 The directors may decide to purchase and maintain insurance, at the expense of and for the benefit of the company, in respect of:

- (a) loss, damage or theft in relation to any property and all plant, equipment and other chattels owned, used or occupied by the company;
- (b) employers' liability;
- (c) public liability; and
- (d) professional negligence (such insurance to be for not less than £3 million, or such other sum as may be prescribed by law or regulatory authority).

32.3 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of:

- (a) life insurance and/or critical illness cover; and
- (b) any relevant loss.

32.4 In this article:

- (a) a relevant officer means any 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.

32.5 Each director and shareholder shall co-operate in the obtaining of such policies and, in particular, shall undergo such medical examination(s) in respect thereof as shall be reasonable.