

ARTICLES FOR PRIVATE COMPANIES LIMITED BY SHARES

OMNI TELEMETRY LIMITED

Company Number 10975030

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise—

"articles" means the company's articles of association;

"bad leaver" means a shareholder who ceases to be a consultant, employee and/or director of the company and who is not a good leaver;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"chairman" has the meaning given in article 12;

"chairman of the meeting" has the meaning given in article 42;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"controlling interest" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"distribution recipient" has the meaning given in article 34;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"expert" means an independent firm of accountants appointed by the shareholders or, in the absence of agreement between the shareholders on the expert or his terms of appointment within 10 days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator);

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;

"good leaver" means a shareholder

- (i) who ceases to be a consultant, employee and/or director of the company as a result of his death, permanent incapacity due to ill-health (except where such ill-health arises as a result of an abuse of drink or drugs) which, in the reasonable opinion of the majority of the directors is sufficiently serious to prevent him from carrying out his normal duties, or retirement in accordance with his contract of employment, or;
- (ii) whose contract of employment, for employees and directors, is terminated by the company other than (i) in circumstances justifying summary dismissal or (ii) for reasons relating to the performance of his duties; or
- (iii) whose consultancy agreement, for consultants, is successfully fulfilled or completed, or it is terminated by the company other than in circumstances where the company is entitled to terminate the consultancy agreement in accordance with its terms; or
- (iv) who retires at or after normal retirement age as would be the case in the United Kingdom;
- (v) who does not fall within categories (i) to (iv) above, but is determined by the majority of the directors within one month following the date of such shareholder ceasing to be a consultant, director or ceasing to be an employee of the company to be a good leaver;

"hard copy form" has the meaning given in section 1168 of the Companies Act

2006;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"instrument" means a document in hard copy form;

"mandatory transfer notice" is a transfer notice which a shareholder is bound to give or has given pursuant to Article 28;

"market value" means the price agreed between the seller(s) and the directors, or if they fail to agree a price within 15 business days of the date of service of the Transfer Notices, the price determined by the expert to be the fair value of such shares on the cessation date;

"members" as the holder of the shares;

"obligatory transfers" occurs when a shareholder is deemed to be a good leaver or bad leaver;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"paid" means paid or credited as paid;

"participate", in relation to a directors' meeting, has the meaning given in article 10;

"proposing transfer" means a shareholder proposing to transfer shares;

"proxy notice" has the meaning given in article 48;

"shareholder" means a person who is the holder of a share;

"shares" means shares in the company;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

Liability of members

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

Shareholders' reserve power

4.—(1) The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

5.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

6.—(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8, and in accordance with article 32.

(2) If—

(a) the company only has one director; and

(b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making, but in accordance with article 32.

Unanimous decisions

8.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter. Any such decisions must be in accordance with article 32.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(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.

Calling a directors' meeting

9.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

10.—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for directors' meetings

11.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

(3) If the total number of directors 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.

Chairing of directors' meetings

12.—(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairman.

(3) The directors may terminate the chairman's appointment at any time.

(4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

13.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

14.—(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

- (3) This paragraph applies when—
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

15. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

Directors' discretion to make further rules

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

Methods of appointing directors

- 17.—(1) 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—
- (a) by special resolution; or
 - (b) by a decision of the directors.
- (2) In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is

deemed to have survived an older shareholder.

Termination of director's appointment

18. A person ceases to be a director as soon as—
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' remuneration

- 19.—(1) Directors may undertake any services for the company that the directors decide.
- (2) Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors; and
 - (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
- (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

Directors' expenses

20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

All shares to be fully paid up

21.—(1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

(2) This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

Powers to issue different classes of share

22.—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

(2) 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.

Company not bound by less than absolute interests

23. Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

Share certificates

24.—(1) The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

(2) Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) that the shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

(3) No certificate may be issued in respect of shares of more than one class.

(4) If more than one person holds a share, only one certificate may be issued in respect of it.

(5) Certificates must—

- (a) have affixed to them the company's common seal, (if any); or
- (b) be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

25.—(1) If a certificate issued in respect of a shareholders shares is—

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate
- (b) or separate certificates;
- (c) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (d) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

Share transfers

26.—(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

(2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

Pre-Emption clause on transfer of shares

27. —(1) In the case of a transfer other than pursuant to article 29 (Drag Along) or 30 (Tag Along), any shares proposed to be transferred by a transferor shall first be offered to the members in proportion as nearly as may be to the number of existing shares held by them respectively unless the company shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, the prescribed price, and limiting a period (not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period accepted all shares to them, such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable to as being offered except by way of fractions and other shares released from the provisions of this article by such special resolution as aforesaid shall be under the control of the transferor who may dispose of the same to such persons, on such terms, and in such manner as they think fit provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on such terms which are more favourable to the transferee thereof than the terms on which they were offered to the members.

(2) The "prescribed price" shall be such sum per share as shall be agreed between the transferor and the Company failing which it shall be determined and certified in writing by an expert as being in his opinion the fair value thereof as between a willing buyer and a willing seller valuing the company as a going concern basis and will apply an appropriate discount to reflect any minority shareholding in the company, such expert to be nominated by agreement between the transferor and the Company

Obligatory transfers

28.—(1) If a shareholder is deemed to be good leaver or bad leaver (obligatory transfer events) (in this article, the seller), they shall serve a mandatory transfer notice in relation to their shares (compulsory sale shares) in the company at a price determined in accordance with this Article below (compulsory share price) on the other shareholders (in this Article, (continuing shareholders)) as soon as possible.

(2) If the shareholder that has suffered the obligatory transfer event fails to serve a mandatory transfer notice, it shall be regarded as giving a deemed mandatory transfer notice in relation to the compulsory sale shares on the date on which the other shareholders become aware of the obligatory transfer event.

(3) Compulsory sale shares shall be offered for sale (other than to the seller) as follows

(a) first to the company, who will purchase the compulsory sale shares (provided the company is legally able within the terms of the appropriate legislation in force at the time which will be decided upon certification by the company's accountants) (Buy back);

(b) secondly to the extent that the company has not agreed to the Buyback, to the other continuing shareholders in proportion to their then holdings of shares.

(4) Any shares held by a seller on the relevant cessation date (and any shares issued to a seller after such date by virtue of the exercise of any right or option granted or arising by virtue of his holding of the compulsory sale shares) will cease to confer the right to be entitled to receive notice of, attend and vote at any general meeting of the company, or any meeting of the holders of any class of shares with effect from such cessation date (or, where appropriate, the date of issue of such shares, if later), and such shares will not be counted in determining the total number of votes which may be cast at any such meeting, or for the purposes of a written resolution of any shareholders or class of shareholders. That right will be restored immediately upon the company registering a transfer of the compulsory sale shares.

Sale Price - good leaver/bad leaver

(5) The price for the compulsory sale shares will be:

(5.1) if the shareholder is a bad leaver or breaches any of the transfer provisions set out in these Articles, will be the issue price (including any premium) of the compulsory sale shares (or, where any of the compulsory sale shares were acquired by a seller by way of transfer rather than allotment, the lower of the issue price (including any premium) and the amount paid by such seller on the transfer).

(5.2) if the shareholder is a good leaver, the price will be the market value of the compulsory sale shares on the cessation date, to be agreed or determined by an expert.

(5.3) As required under these Articles, the shareholders shall appoint an expert to determine the fair value of the compulsory sale shares.

(5.4) The continuing shareholders have the right, within 20 business days of receiving notification of the fair value determined by the expert (the first day being the day after the continuing shareholders receive the fair value notification) to serve a written notice on the seller to buy all of the compulsory sale shares at the fair value.

(a) Any determination of the fair value of the compulsory sale shares shall be the value that the expert certifies to be the fair market value in his opinion based on the following assumptions

(i) the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the company that the seller's shares bear to the then total issued share capital of the company and the expert will apply an appropriate discount to reflect any minority shareholding in the company;

(ii) the sale is between a willing buyer and a willing seller on the open market;

- (iii) the sale is taking place on the cessation date;
- (iv) if the company is then carrying on its business as a going concern on the assumption that it shall continue to do so;
- (v) the shares are sold free of all encumbrances; and
- (vi) to take account of any other factors that the expert reasonably believes should be taken into account.

If any problem arises in applying any of the assumptions set out in this Article the expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit:

- (a) The expert shall be requested to determine the fair value within 20 business days of his appointment and to notify the shareholders in writing of his determination and the reasons for his determination;
- (b) The expert may have access to all accounting records and other relevant documents of the company;
- (c) The expert's determination shall be final and binding on the shareholders (in the absence of fraud or manifest error);
- (d) If the seller fails to complete the transfer of the compulsory sale shares, the company:
 - (i) is irrevocably authorised to appoint any person as agent to transfer the compulsory sale shares on the seller's behalf and to do anything else that the continuing shareholders may reasonably require to complete the sale; and
 - (ii) may receive the purchase price in trust for the seller, giving a receipt that shall discharge the continuing shareholders.

Drag along

29.—(1) If the holders of 60% of the shares in issue for the time being (selling shareholders) wish to transfer all of their interest in their shares (sellers' shares) to a bona fide arm's length purchaser (proposed buyer), the selling shareholders may require all other shareholders (called shareholders) to sell and transfer all their shares to the proposed buyer (or as the proposed buyer directs) in accordance with the provisions of this Article (drag along option).

(2) The selling shareholders may exercise the drag along option by giving written notice to that effect (drag along notice) at any time before the transfer of the sellers' shares to the proposed buyer. The drag along notice shall specify:

- (a) that the called shareholders are required to transfer all their shares (called shares) pursuant to this Article 29;
- (b) the person to whom the called shares are to be transferred;
- (c) the consideration 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 sellers' shares; and
- (d) the proposed date of the transfer.

(3) Once issued, a drag along notice shall be irrevocable. However, a drag along notice shall lapse if, for any reason, the selling shareholders have not sold the sellers' shares to the proposed buyer within 60 Business Days of serving the drag along notice. The selling shareholders may serve further drag along notices following the lapse of any particular drag along notice.

(4) No drag along notice shall require a called shareholder to agree to any terms except those specifically set out in this Article 29.

(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 sellers' shares unless:

- (a) all of the called shareholders and the selling shareholders agree otherwise in which case the completion date shall be the date agreed in writing by all of the called shareholders and the selling shareholders; or
- (b) that date is less than 10 business days after the date on which the drag

along notice is served, in which case the completion date shall be the 20th business day after service of the drag along notice.

(6) The rights of pre-emption set out in these Articles (if any) shall not apply to any transfer of shares to a proposed buyer (or as it may direct) pursuant to a sale for which a drag along notice has been duly served.

(7) Within 20 business days of the selling shareholders serving a drag along notice on the called shareholders, the called shareholders shall 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 they are due for their shares pursuant to this Article 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 pursuant to this Article in trust for the called shareholders without any obligation to pay interest.

(8) To the extent that the proposed buyer has not, on the completion date, put the company in funds to pay the consideration due pursuant to this Article 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.

(9) If any called shareholder does not, on completion of the sale of the called shares, execute transfers in respect of all of the called shares held by it, the defaulting called shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the selling shareholders to be his agent and attorney to execute all necessary transfers) on his behalf, against receipt by the company (on trust for such holder) of the consideration payable for the called shares, to deliver such transfer(s) to the proposed buyer (or as they may direct) as the holder thereof. After the proposed buyer (or its nominee) has been registered as the holder, 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 29 (9). Following the issue of a drag along notice, on any person becoming a shareholder of the company pursuant to the exercise of a pre-existing option to acquire shares in the company or on the conversion of any convertible security of the company (a new shareholder), a drag along notice shall be deemed to have been served on the new shareholder on the same terms as the previous drag along notice. The new shareholder shall then be bound to sell and transfer all shares acquired by it to the proposed buyer (or as the proposed buyer may direct) and the provisions of this Article 29 shall apply with the necessary changes to the new shareholder, except that completion of the sale of the shares shall take place immediately on the drag along notice being deemed served on the new shareholder.

Tag along

30.—(1) The provisions of this Article shall apply if, in one or a series of related transactions, one or more proposing transferors propose to transfer any of the shares (proposed transfer) which would, if earned out, result in any person (buyer), and any person acting in concert with the buyer, acquiring a controlling interest in the company.

(2) Before making a proposed transfer, a proposing transferor shall procure that the buyer makes an offer (offer) to the other shareholders (continuing 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 6 months preceding the date of the proposed transfer.

(3) The offer shall be given by written notice (offer notice), at least 20 business days (offer period) 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 purchase 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).

(4) If the buyer fails to make the offer to all holders of shares in the company in accordance with these Articles, the proposing transferor 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.

(5) If the offer is accepted by any continuing shareholder (accepting shareholder) within the offer period, the completion of the proposed transfer shall be conditional on completion of the purchase of all of the offer shares held by accepting shareholders.

Pre-Emption clause on allotment of shares

31. Any shares proposed to be issued shall first be offered to the members in proportion as nearly as may be to the nominal value of the existing shares held by them respectively unless the company shall by special resolution otherwise direct.

The offer shall be made by notice specifying the number of shares offered, and limiting a period (not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period accepted all shares to them, such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable to as being offered except by way of fractions and other shares released from the provisions of this article by such special resolution as aforesaid shall be under the control of the directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on such terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.

Qualifying Consent Provisions

32. Notwithstanding the Directors general authority detailed in article 3, and the directors decision making powers detailed in article 7 and 8, the following decisions require qualifying consent of the shareholders as detailed in these articles 32.1 to 32.26. The following decisions may not be taken without the consent in writing of holders of 75 per cent in nominal value of all issued shares ("Special Consent")

32.1 The special rights attached to any class of share or shares may not be varied nor abrogated either while the company is a going concern or during or in contemplation of a winding-up, without the consent in writing of the holders of 75 per cent majority of the issued share of that class or an extraordinary resolution passed at a separate general meeting of the holders of the class sanctioning that variation or abrogation;

32.2 Without prejudice to the generality of Article 32, without the prior consent on writing of the holders together or more than 75 per cent in nominal value of all the issued shares ("Special Consent") the special rights attaching to an 'A' share or a 'B' share shall be deemed to be varied or abrogated;

32.3 The alteration, increase, reduction, sub-division or consolidation of the authorised or issued share capital of the company;

32.4 The variation to the rights attached to any of the shares for the time being in the capital of the company;

32.5 The redemption or purchase of any shares;

32.6 The giving, varying, revoking or renewing any authority to the directors to allot relevant securities pursuant to Section 80 of the Companies Act in respect of the company;

32.7 The allotment or issue of shares;

32.8 The grant, creation or issue of any warrants, options or other rights over or for conversion into shares in the company;

32.9 The amendment to the Articles or in the adoption of new Articles of Association replacing the Articles;

32.10 Save in the case where the Company is unable to pay its debt within the meaning of Section 123 of the Insolvency Act 1986, by the calling of a meeting of the company for the purpose of voluntary winding-up or dissolving the company;

32.11 The declaration or distribution of any dividend or other distribution or payment out of distributable profits in excess of any limit agreed by Special Consent;

32.12 The removing any director from office pursuant to Section 303 of the Act;

32.13 The disposing in whole or in part of the business or undertaking of the company or agreeing to do the same or acquiring any business or undertaking or agreeing to do the same;

32.14 The entering into any transaction, arrangement or agreement with or for the benefit of any director or connected person to such director;

32.15 The entering into any transaction with any member or any connected person to any member including entering into transactions such as making of loans, giving of guarantees and sales and purchases of assets;

32.16 Approving any transfer of shares, other than permitted by the Articles;

32.17 Any amendment or termination of any consultancy agreement entered into by the company with Optimum Group Services Plc;

32.18 Any departure from the business plan incorporating annual budget;

32.19 Any change in the company's auditors and/or person acting as its accountant;

32.20 Entering into any agreement relating to the supply of mortgage and/or other financial services to the company for itself and/or to its clients and customers or

any change in the supplier of such services or any alteration in the terms on which such services are supplied;

32.21 Entering into any lease or financial commitment in excess of £10,000.

32.22 The arranging of any loan facility (including without limitation any overdraft or term loan facility).

32.23 By incurring during any period when there is outstanding any indebtedness of the company to its bankers or to any guarantor of any such indebtedness of any capital expenditure or the receipt of any benefits derived from the business of the company (including without limitation any expenses, car hire, hire purchase, leasing or purchase arrangement or use of credit facilities for his benefit) other than on account of salary and dividends at the rate and at the frequency established in the applicable business plan incorporating annual budget;

32.24 Employing any member of staff with an annual remuneration package in excess of £40,000

32.25 By the incurring of capital expenditure in excess of £20,000 whether by any one transaction or a series of transactions; and

32.26 Any proposal to implement or otherwise taking steps to procure the carrying out of any of the above.

DIVIDENDS AND OTHER DISTRIBUTIONS

Procedure for declaring dividends

33.—(1) The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

(2) A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

(3) No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

(4) Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

(5) If the company's share capital is divided into different classes, interim dividend may be paid on shares. The directors may at any different time resolve to declare a dividend on one class but not the other and may decide to pay a different level of dividend on each share class.

(6) The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

Payment of dividends and other distributions

34.—(1) Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

(2) In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law.

No interest on distributions

35. The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the company.

Unclaimed distributions

36.—(1) All dividends or other sums which are—

- (a) payable in respect of shares; and
- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

(2) The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

(3) If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

Non-cash distributions

37.—(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

(2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets;

- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

Waiver of distributions

38. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

39.—(1) Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

(3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

(4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

(5) Subject to the articles the directors may—

- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4
DECISION-MAKING BY SHAREHOLDERS
ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

- 40.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's 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.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Quorum for general meetings

41. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

Chairing general meetings

- 42.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
- (a) the directors present; or
 - (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

Attendance and speaking by directors and non-shareholders

- 43.—(1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The chairman of the meeting may permit other persons who are not—
- (a) shareholders of the company; or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

Adjournment

44.—(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) When adjourning a general meeting, the chairman of the meeting must—

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

- (a) to the same persons to whom notice of the company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

Voting: general

45. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

Errors and disputes

46.—(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

47.—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken; and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

48.—(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

- (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 49.—(i) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

- 50.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

51.—(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the 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.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

52.—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is—

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

53. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

Provision for employees on cessation of business

54. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

55.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (c) any other liability incurred by that director as an officer of the company or an associated company.

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

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant director" means any director or former director of the company or an associated company.

Insurance

56.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that directors 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.