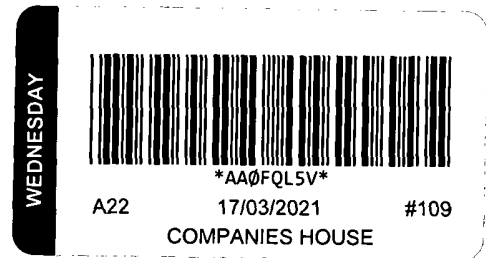


THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CARMAC HOLDINGS LIMITED
(Company Number: 13194246)

Wilson Browne Solicitors
Medicott Close
Corby
Northamptonshire
NN18 9NF *Wilson Browne*



Adopted by special resolution passed on:

26th February

2021

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

Act: the Companies Act 2006;

Adjusted Valuation: has the meaning given in article 15;

Articles: the Company's articles of association for the time being in force;

Business Day: a day other than a Saturday, Sunday or public holiday in England when general clearing banks are open for business;

Capital Amount: £632,000.00;

Capital Share: the capital share in the Company with the rights set out in article 19 and article 20;

Company: Carmac Holdings Limited (company number 13194246);

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;

Deemed Transfer Notice: has the meaning given in article 14;

Eligible Director: a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

Fair Value: has the meaning given in article 15;

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Financial Year: an accounting reference period of the Company as defined in section 391 of the Act;

Group: the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company and each company in the Group is a **Group Company**.

Incapacity: any sickness, injury or other medical disorder or condition which prevents a Shareholder from carrying out their normal duties for the Company.

Leaver: means:

1. any Shareholder who following the date of adoption of these Articles:
 - a. ceases to be a director (if applicable) of any Group Company by reason of their resignation; or
 - b. ceases to be an employee (if applicable) of any Group Company, by reason of their resignation in circumstances where such Shareholder is not immediately re-employed by another Group Company;
2. any Shareholder who following the date of adoption of these Articles:
 - a. is lawfully removed from office as a director (if applicable) of any Group Company; and/or
 - b. is fairly dismissed as an employee (if applicable) of any Group Company,

in either case by reason of their misconduct and/or their lack of capability, and following the completion of a fair and reasonable process (to be assessed on an objective basis) from which there is no line of appeal;
3. any Shareholder who in the reasonable opinion of the holders of a Shareholder Majority ceases or otherwise fails to be involved to a material extent in the conduct of the day-to-day business and affairs of the Group on a full time basis other than:
 - a. by reason of Incapacity; or
 - b. by reason of any statutory entitlement to take a leave of absence from any Group Company;
4. any Shareholder who is subject to Incapacity for an aggregate period in excess of 30 days in any 12 month period; or
5. a person who holds or becomes entitled to any Shares:
 - a. following the bankruptcy of a Shareholder (if an individual) (or its equivalent in any jurisdiction in which such Shareholder is resident) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder (if a company); or

- b. under or in connection with any separation, divorce, matrimonial or similar or analogous proceedings or settlement concerning a Shareholder unless the other Shareholders agree that such person shall not be treated as a Leaver;

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

Ordinary Shares: the ordinary shares in the Company with the rights set out in article 19, article 20 and article 21;

Sale: the sale (whether by one transaction or a series of related transactions) of the entirety of the Shares to a bona fide third party arms length buyer, except for the avoidance of doubt where the buyer is a company and the shareholders of that company, and the proportion of shares in that company held by each of them following completion of the sale are substantially the same as the shareholders and their shareholdings in the Company immediately before the sale;

Shareholder: a person holding Shares from time-to-time;

Shareholder Majority: not less than 50% by nominal value of all Shares held by Shareholders;

Shares: the Ordinary Shares and the Capital Share;

Supplemental Transfer Notice: has the meaning given in article 13;

Transfer Notice: has the meaning given in article 13;

Valuers: the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Shareholders or, in the absence of agreement between the Shareholders on the identity of the expert within 10 Business Days of a Shareholder serving details of a suggested expert on the others, an independent firm of accountants nominated 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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have those meanings in these Articles (but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company).

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 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.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to a person includes a reference to a natural person and any body corporate.
- 1.7 In these Articles, words or definitions used in the singular shall include the plural and vice versa.
- 1.8 In these Articles, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.

2. ADOPTION OF THE MODEL ARTICLES

The Model Articles shall apply to the Company, except in so far as they are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

DIRECTORS

3. DIRECTORS' MEETINGS

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

3.3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.

3.4 Each director has one vote at a meeting of directors.

4. UNANIMOUS DECISIONS OF DIRECTORS

4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

4.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter.

5. NUMBER OF DIRECTORS

5.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be less than two but shall not be subject to any maximum.

5.2 Each Shareholder shall have the right, for so long as he holds Shares, to appoint and maintain in office one natural person as a director of the Company (including himself) and to remove any director so appointed and, upon his removal whether by his appointor or otherwise, to appoint another person to act as a director in his place.

5.3 An appointment or removal in accordance with article 5.2 shall be made by giving notice in writing to the Company, to each other Shareholder and, in the case of removal of a director, to the director being removed. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date.

6. CALLING A DIRECTORS' MEETING

6.1 Any director may call a meeting of directors by giving not less than 7 Business Days' notice of the meeting to each director or by authorising the Company secretary (if any) to give such notice.

- 6.2 Notice of any directors' meeting must be accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b) copies of any papers to be discussed at the meeting.

- 6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors present at the meeting agree.

7. QUORUM FOR DIRECTORS' MEETINGS

- 7.1 The quorum at a meeting of the directors shall be two Eligible Directors.
- 7.2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.
- 7.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting, then the meeting shall be adjourned for 7 Business Days at the same time and place and the number of Eligible Directors present at such re-convened meeting shall constitute a quorum.
- 7.4 All directors may if they so wish attend a Directors' meeting by telephone and each of them shall use all reasonable endeavours to facilitate and accommodate such a telephone attendance.

8. CHAIRING OF DIRECTORS' MEETINGS

- 8.1 The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the **Chairman**.
- 8.2 If there is no Chairman in office for the time being, or the Chairman is unable to attend any meeting of the directors within 30 minutes of the start of the meeting, then the directors present must appoint another director present at the meeting to chair the meeting and the appointment of the Chairman of the meeting shall be the first business of the meeting.
- 8.3 In the event that the votes for and against a decision are equal, the Chairman shall not have a casting vote.

9. DIRECTORS' INTERESTS

- 9.1 For the purposes of section 175 of the Act, the Shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (**Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 9.2 The Interested Director must provide the Shareholders with such details as are necessary for the Shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the Shareholders.
- 9.3 Any authorisation by the Shareholders 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 will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Shareholders 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.
- 9.4 Where the Shareholders authorise a Conflict:

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Shareholders in relation to the Conflict; and
 - (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the Shareholders impose in respect of their authorisation.
- 9.5 The Shareholders may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 9.6 A director 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 Shareholders in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 9.8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 9.7.
- 9.9 Subject, where applicable, to any terms, limits or conditions imposed by the Shareholders in accordance with article 9.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;

- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors or participate in any unanimous decision in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
- (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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

10. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

SHARES

11. DIVIDEND POLICY

- 11.1 Subject to article 11.2, the Company shall and each Shareholder shall procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that the Company shall distribute by way of dividend such amount of the profit of the Company in relation to each Financial Year as has been approved by the prior written consent of the holders of a Shareholder Majority, but after making all necessary, reasonable and prudent provisions and reserves for taxation in relation to any particular Financial Year.

11.2 The Company shall not declare, pay or make any dividend or other distribution:

- (a) without the prior written consent of the holders of a Shareholder Majority; or
- (b) which is or would be prohibited by the Act.

11.3 Subject to the Act and to prior written consent of the holders of a Shareholder Majority, the directors may pay interim dividends provided there are sufficient Available Profits.

12. SHARE TRANSFERS: GENERAL

12.1 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.

12.2 No Shareholder shall transfer any Share except:

- (a) a Shareholder may transfer all (but not some only) of his Shares in the Company for cash in accordance with the procedure set out in article 13;
- (b) in accordance with article 14; or
- (c) in accordance with article 16.

12.3 Subject to article 12.4, 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.

12.4 The directors may, as a condition to the registration of any transfer of Shares in the Company require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the Shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 12.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

- 12.5 Any transfer of Shares by way of a sale that is required to be made under article 13, article 14 or article 16 shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.
- 12.6 Any Transfer Notice and any Supplemental Transfer Notice (if applicable) served in respect of the transfer of any Shares which has not completed before the deemed service of a Deemed Transfer Notice shall automatically be revoked by the service of the Deemed Transfer Notice.

13. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

ORDINARY SHARES

- 13.1 Except where the provisions of article 14 apply, a Shareholder (**Seller**) wishing to transfer his Ordinary Shares (**Sale Shares**) must give notice in writing (**Transfer Notice**) to the Company giving details of the proposed transfer including:
- (a) if he wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and
 - (b) the price (in cash) at which he wishes to sell the Sale Shares.
- 13.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.
- 13.3 Once given, a Transfer Notice may only be withdrawn with the consent of the Directors.
- 13.4 The transfer price for each Sale Share subject to a Transfer Notice (**Transfer Price**) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the other holders of Ordinary Shares or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share.
- 13.5 As soon as practicable following the agreement or determination (as the case may be) of the Transfer Price, the directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 13 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 13.6 The directors shall offer the Sale Shares in the following order of priority:

- (a) firstly, to the holders of Ordinary Shares (other than the Seller); and
- (b) secondly, to the Company.

in each case excluding any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.

13.7 The directors shall offer the Sale Shares first to the holders of Ordinary Shares (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (**Offer Period**) for the maximum number of Sale Shares they wish to buy.

13.8 If:

- (a) at the end of the 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 holder of Ordinary Shares who has applied for Sale Shares in the proportion which his existing holding of Ordinary Shares bears to the total number of Ordinary Shares then in issue (excluding those held by the Seller). 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 holders of Ordinary Shares shall be determined by the directors). No allocation shall be made to a holder of Ordinary Shares 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 13.8(a), but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 13.8(a). The procedure set out in this article 13.8(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 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 holders of Ordinary Shares in accordance with their applications. The balance (**Surplus Shares**) shall be dealt with in accordance with article 13.9

13.9 At the end of the Offer Period, the Company shall have the option to purchase the Surplus Shares (if any) at the price per Surplus Share determined pursuant to article 13.4 and subject to the applicable provisions of this article

13, such option to be exercised within 20 Business Days from the end of the First Offer Period.

- 13.10 If the Company does not exercise the option to purchase the Surplus Shares, they may be transferred to the buyer identified in the Transfer Notice at a price at least equal to the Transfer Price and the directors shall register such transfer (subject to stamping). The Seller shall not be permitted to transfer any such Surplus Shares to a third party buyer if that buyer was not identified in the Transfer Notice.
- 13.11 If the Company exercises the option to purchase the Surplus Shares, the Shareholders shall procure that the sale and purchase of the Surplus Shares shall be completed as soon as is practicably possible and in any event within 20 Business Days of the date of acceptance of the offer.
- 13.12 The directors shall, when no further offers or allocations are required to be made under this article 13, give notice in writing of the allocations of Sale Shares (**Allocation Notice**) to the Seller and each holder of Ordinary Shares to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).
- 13.13 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.
- 13.14 If the Seller fails to comply with article 13.13:
- (a) the chairman (or, failing him, any other director 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 Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
 - (iii) (subject to the transfers being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Sale Shares purchased by them; and

- (b) the Company shall pay the Transfer Price 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.

CAPITAL SHARE

- 13.15 In the case of a Shareholder holding Ordinary Shares together with the Capital Share (in this article 13.15 to article 13.23 inclusive being the **Seller**) wishing to transfer his Shares, the pre-emption rights applicable to the Ordinary Shares held by the Seller set out in the foregoing articles of this article 13 shall apply, provided that the Seller must at the same time as giving a Transfer Notice give an additional notice in writing in respect of the Capital Share (**Supplemental Transfer Notice**) to the Company giving details of the proposed transfer including, if he wishes to sell the Capital Share to a third party, the name of the proposed buyer.
- 13.16 A Supplemental Transfer Notice constitutes the Company the agent of the Seller for the sale of the Capital Share in accordance with the provisions of these Articles.
- 13.17 Once given, a Supplemental Transfer Notice may only be withdrawn with the consent of the directors.
- 13.18 The transfer price for the Capital Share subject to the Supplemental Transfer Notice (**Capital Share Transfer Price**) shall be the price (in cash) agreed between the Seller and the other holders of Ordinary Shares or, in default of agreement within 10 Business Days of the date of service of the Supplemental Transfer Notice, the Capital Amount.
- 13.19 The directors shall offer the Capital Share in the following order of priority:
 - (a) firstly, to the holders of Ordinary Shares (other than the Seller); and
 - (b) secondly, to the Company.
- 13.20 The directors shall offer the Capital Share first to the holders of Ordinary Shares (other than the Seller), inviting them to apply in writing to purchase the Capital Share within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive).
- 13.21 If at the expiry of the period referred to in article 13.20:

- (a) a single holder of Ordinary Shares (other than the Seller) has applied to purchase the Capital Share, the directors shall allocate the Capital Share to such holder and the applicable provisions of this article 13 shall apply and shall be construed accordingly; or
- (b) if two or more holders of Ordinary Shares (other than the Seller) have applied to purchase the Capital Share, such holders and the Seller shall act reasonably and shall co-operate in good faith to agree a fair and equitable mechanism for the transfer and the holding of the Capital Share (including the payment and other financial terms), provided that in default of agreement within 10 Business Days of the date of service of the Supplemental Transfer Notice, the offer referred to in article 13.19(a) shall be deemed to have lapsed and the directors shall offer the Capital Share to the Company pursuant to article 13.19(b); or
- (c) if no holder of Ordinary Shares (other than the Seller) has applied to purchase the Capital Share, the directors shall offer the Capital Share to the Company pursuant to article 13.19(b).

13.22 If within 10 Business Days of an offer made to the Company pursuant to article 13.21(c), the Company has not accepted such offer, the Capital Share may be transferred to the buyer identified in the Supplemental Transfer Notice at a price at least equal to the Capital Share Transfer Price and the directors shall register such transfer (subject to stamping), provided that the Seller shall not be permitted to transfer the Capital Share to a third party buyer if that buyer was not identified in the Supplemental Transfer Notice.

13.23 If the Company accepts an offer to purchase the Capital Share made pursuant to article 13.21(c) the Shareholders:

- (a) shall act reasonably and shall co-operate in good faith to agree a fair and equitable mechanism for the terms of the sale and purchase of the Capital Share (whether by way of buyback or otherwise) taking reasonable account of the financial position and prospects of the Group at the relevant time; and
- (b) following such agreement, shall procure that the sale and purchase of the Capital Share shall be completed as soon as is practicably possible,

provided that if such agreement is not reached within 20 Business Days of the date of acceptance of such offer, such offer shall lapse and the applicable provisions of article 13.22 shall apply and shall be construed accordingly.

14. COMPULSORY TRANSFERS

14.1 A Shareholder is deemed to have served a Transfer Notice and a Supplemental Transfer Notice (if applicable) under article 13 immediately before any of the following events (**Deemed Transfer Notice**):

- (a) the Shareholder being a Leaver; or
- (b) 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
- (c) the Shareholder:
 - (i) committing a material or persistent breach of any shareholders' agreement (or similar document) to which he is a party in relation to Shares which if capable of remedy has not been so remedied within 20 Business Days of any Shareholder requiring such remedy; or
 - (ii) committing any act involving fraud or dishonesty in relation to the business and affairs of any Group Company; or
 - (iii) undertaking any act or omission which brings or may bring any Group Company or any other Shareholder into disrepute.

14.2 The Deemed Transfer Notice has the same effect as a Transfer Notice and a Supplemental Transfer Notice (if applicable), except that:

- (a) the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the applicable Shares;
- (b) the price payable for Ordinary Shares subject to a Deemed Transfer Notice shall be:
 - (i) where article 14.1(c) applies, the lower of the aggregate price actually paid in respect of the such Ordinary Shares (whether on a subscription or otherwise), including any share premium, and the aggregate Fair Value of such Ordinary Shares; or
 - (ii) in any of the other circumstances referred to in article 14.1, the aggregate Fair Value of such Ordinary Shares; and
- (c) the price payable for the Capital Share subject to a Deemed Transfer Notice shall be the Capital Amount.

15. VALUATION

15.1 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Company and the Shareholders in writing of their determination.

15.2 The value of the Company shall be determined in writing by the Valuers by reference to a valuation of the Company based on the following principles and assumptions (**Company Valuation**):

- (a) if the Company is carrying on business as a going concern, on the assumption that it will continue to do so;
- (b) that the Shares are to be sold on arms' length terms by a willing seller or sellers to a willing buyer;
- (c) that the Shares are capable of being transferred without restriction;; and
- (d) such sale is taking place on the date the Valuers were requested to determine the Company Valuation.

15.3 In this article 15:

- (a) the **Adjusted Valuation** shall be the amount of the Company Valuation minus the Capital Amount; and
- (b) the **Fair Value** of each Ordinary Share shall be the Adjusted Valuation divided by the number of Ordinary Shares in issue at the time of determination of the Company Valuation, with such further adjustment as the Valuers (acting reasonably) consider appropriate to take account of any discount to be applied in respect of any minority shareholding.

15.4 The Shareholders are entitled to make submissions to the Valuers including oral submissions 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.

15.5 To the extent not provided for by this article 15, 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.

15.6 The Valuers shall act as expert and not as arbitrator and their written determination of the Fair Value shall be final and binding on the Shareholders (in the absence of manifest error or fraud).

16. DRAG-ALONG

- 16.1 If the holders of a Shareholder Majority (in this article 16.1 the **Sellers**) wish to transfer all (but not some only) of their respective Shares to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Sellers may require all other holders of Shares in the Company (**Called Shareholders**) to sell and transfer 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**).
- 16.2 The Sellers 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 Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- (a) that the relevant Called Shareholder is required to transfer all of his Called Shares pursuant to this article 16.2;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) subject to article 20, 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 Sellers' Shares; and
 - (d) the proposed date of the transfer.
- 16.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Sellers have not sold their respective Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice. The Seller may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 16.4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 16.
- 16.5 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 the Sellers and the Called Shareholder agree otherwise in which case the Completion Date shall be the date agreed in writing by them.
- 16.6 Neither the proposed sale of the Sellers' Shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in article 13.

- 16.7 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant Share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 16.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 16.8 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 form(s) and Share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 16 in respect of their Shares.
- 16.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 16.7) transfer(s) in respect of all of the Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Sellers to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a Share certificate shall not impede the registration of Shares under this article 16.9.

DECISION MAKING BY SHAREHOLDERS

17. QUORUM FOR GENERAL MEETINGS

- 17.1 Subject to Article 17.2, the quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy.
- 17.2 Notwithstanding the provisions of Article 17.1, if the Company has one member only, then such a member who is present at a general meeting in person or by proxy will be entitled to vote on the business to be transacted, or in the event that the member is a corporation, one or more corporate representatives are a quorum.

- 17.3 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

18. CHAIRING GENERAL MEETINGS

- 18.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 18.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start:
- (a) the directors present; or
 - (b) (if no directors are present), any director or Shareholder attending such 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.

19. SHARE CLASS RIGHTS

- 19.1 The Ordinary Shares:
- (a) shall have the voting rights set out in article 21;
 - (b) shall have the right to receive dividends;
 - (c) shall have the return of capital rights set out in article 20; and
 - (d) shall rank equally and pari passu one to another in all respects.
- 19.2 The Capital Share:
- (a) shall have no voting rights;
 - (b) shall have no right to receive dividends; and
 - (c) shall have the return of capital rights set out in article 20.

20. RETURN OF CAPITAL RIGHTS

- 20.1 The return of capital rights attaching to the Shares shall be as set out in this article 20.
- 20.2 On completion of a Sale, the Shareholders shall procure that the proceeds of the Sale (**Sale Proceeds**) are distributed in the following manner and order of

priority, and the available amount of the Sale Proceeds shall be reduced accordingly following the distribution made pursuant to article 20.2(a):

- (a) firstly, in paying to the holder or holders of the Capital Share the Capital Amount; and
- (b) secondly, in paying the remaining balance of the Sale Proceeds to the holder or holders of the Ordinary Shares in proportion to their respective holdings of Ordinary Shares.

20.3 On a winding-up of the Company, the assets of the Company remaining after the payment of its liabilities (**Distributable Amount**) shall be distributed (to the extent lawfully permitted) in the following manner and order of priority, and the available amount of the Distributable Amount shall be reduced accordingly following the distribution made pursuant to article 20.3(a):

- (a) firstly, in paying to the holder or holders of the Capital Share the Capital Amount; and
- (b) secondly, in paying the remaining balance of the Distributable Amount to the holder or holders of the Ordinary Shares in proportion to their respective holdings of Ordinary Shares.

21. VOTING & VOTING RIGHTS

- 21.1 At a general meeting, on a show of hands every Shareholder holding Ordinary Shares who is present in person or by proxy shall have one vote, unless the proxy is himself a holder of Ordinary Shares entitled to vote.
- 21.2 On a poll every Shareholder holding Ordinary Shares present in person or by proxy shall have one vote for each Ordinary Share of which he is the holder.
- 21.3 On a vote on a written resolution every Shareholder holding Ordinary Shares has one vote for each Ordinary Share of which he is the holder.

22. POLL VOTES

- 22.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 22.2 Model Article 44(3) 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.

ADMINISTRATIVE ARRANGEMENTS

23. MEANS OF COMMUNICATION TO BE USED

23.1 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 of the recipient from time to time; or
- (b) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (c) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (d) if deemed receipt under the previous paragraphs of this article 23.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt.

23.2 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 e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

24. INDEMNITY AND INSURANCE

24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

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

24.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

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

24.4 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (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 or any pension fund or employees' share scheme of the Company.

END