

Company number 13234557

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FAIKELNIC HOLDINGS LIMITED

(Adopted by special resolution passed on 24 August 2021)

INTRODUCTION

1 Interpretation

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

- 1.1.1 "A Ordinary Shares" means the A ordinary shares of £1.00 each in the capital of the Company and "A Share" shall be construed accordingly;
- 1.1.2 "A Shareholder" means the holder of the A Shares from time to time;
- 1.1.3 "A Shareholder Consent" means the prior consent in writing of the A Shareholder;
- 1.1.4 "Accepting Shareholders" has the meaning given in article 18.1;
- 1.1.5 "Act" means the Companies Act 2006;
- 1.1.6 "Appointor" has the meaning given in article 8.1;
- 1.1.7 "Articles" means the Company's articles of association for the time being in force;
- 1.1.8 "B Ordinary Shares" means the B ordinary shares of £1.00 each in the capital of the Company and "B Share" shall be construed accordingly;
- 1.1.9 "B Shareholder" means a holder of B Shares from time to time;
- 1.1.10 "Business Day" means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business;
- 1.1.11 "Called Shareholders" has the meaning given in article 18.1;
- 1.1.12 "Called Shares" has the meaning given in article 18.1;
- 1.1.13 "Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;
- 1.1.14 "Company" means Faikelnic Holdings Limited (Company number 13234557);
- 1.1.15 "Conflict" has the meaning given in article 7.1;
- 1.1.16 "connected" has the meaning given in section 252 of the Act;
- 1.1.17 "Controlling Interest" means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

- 1.1.18 "Director" means a director of the Company from time to time;
- 1.1.19 "Drag Along Notice" has the meaning given in article 18.1;
- 1.1.20 "Drag Along Right" has the meaning given in article 18.1;
- 1.1.21 "Eligible Director" means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);
- 1.1.22 "Equity Shares" means the A Shares and the B Shares;
- 1.1.23 "Family Trust" means, as regards any particular Shareholder who is an individual (or deceased or former Shareholder who is an individual), any trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons);
- 1.1.24 "Group" means 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 from time to time and "Group Company" shall be construed accordingly;
- 1.1.25 "Interested Director" has the meaning given in article 7.1;
- 1.1.26 "Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
- 1.1.27 "Optionholders" has the meaning given in article 18.4;
- 1.1.28 "Permitted Transferee" means, in relation to a Shareholder who is an individual, any of his Privileged Relations or the trustee(s) of a Family Trust;
- 1.1.29 "Privileged Relation" in relation to a Shareholder who is an individual (or a deceased or former Shareholder who is an individual) means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);
- 1.1.30 "Proposed Purchaser" has the meaning given in article 19.1;
- 1.1.31 "Proposed Sellers" has the meaning given in article 19.1;
- 1.1.32 "Proposed Transfer" has the meaning given in article 19.1;
- 1.1.33 "Qualifying Offer" has the meaning given in article 18.2;
- 1.1.34 "Respective Shares" has the meaning given in article 18.1;
- 1.1.35 "Shareholder" means a holder for the time being of any Share or Shares;

- 1.1.36 "Share Option Scheme" means any share option scheme of the Company which is approved by the Directors;
 - 1.1.37 "Shares" means shares (of any class) in the capital of the Company and "Share" shall be construed accordingly;
 - 1.1.38 "Tag Along Notice" has the meaning given in article 19.3;
 - 1.1.39 "Tag Along Offer" has the meaning given in article 19.2;
 - 1.1.40 "Tag Along Price" has the meaning given in article 19.2;
 - 1.1.41 "Tag Along Sale Date" has the meaning given in article 19.3;
 - 1.1.42 "Tagged Shareholder" has the meaning given in article 19.2;
 - 1.1.43 "Third Party Purchaser" has the meaning given in article 18.1;
 - 1.1.44 "Transaction Documents" has the meaning given in article 18.3;
 - 1.1.45 "transmittee" has the meaning given in article 20.2;
 - 1.1.46 "Valuers" means the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Company; and
 - 1.1.47 "writing" or "written" 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.
- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the date of adoption of these Articles).
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference in these Articles to:
- 1.5.1 an "article" is a reference to the relevant numbered article of these Articles; and
 - 1.5.2 a "Model Article" is a reference to the relevant article in the Model Articles,
- unless expressly provided otherwise.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.8 Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Model Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 27, 30(1), 44(2), 49 and 52 shall not apply to the Company.
- 1.11 Model Article 7 shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.11.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.13 Model Article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Model Article 28(2)," after the words "the transmittee's name".
- 1.14 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

2 Unanimous Decisions

- 2.1 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.
- 2.2 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.
- 2.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

3 Calling a Directors' Meeting

Any Director may call a Directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice.

4 Quorum for Directors' Meetings

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

- 4.3** If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

4.3.1 to appoint further Directors; or

4.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

5 Chairperson and Casting Vote

- 5.1** The A Shareholder shall, for so long as he is a Director, chair all meetings of the Directors provided that if the A Shareholder does not attend a meeting of the Directors:

5.1.1 he may, in advance of the meeting, by notice in writing appoint another Director to chair the meeting; or

5.1.2 if the A Shareholder does not appoint another Director to chair the meeting, the Directors present at the meeting must appoint one of their number to chair the meeting.

- 5.2** The A Shareholder if chairing a meeting of the Directors or of any committee of the board of Directors shall have a second or casting vote on any matter but any other Director chairing a meeting of the Directors shall not have a second or casting vote on any matter.

- 5.3** Article 5.2 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

6 Transactions or other arrangements with the Company

- 6.1** Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided the relevant 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:

6.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

6.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

6.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

6.1.4 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;

6.1.5 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

6.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such

transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7 Directors' conflicts

7.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").

7.2 Any authorisation under this article 7 will be effective only if:

7.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):

7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

7.3.2 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;

7.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;

7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;

7.3.5 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) 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

7.3.6 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.

- 7.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 7.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8 Alternate Directors

- 8.1 Any Director (other than an alternate director) (the "**Appointor**") may appoint another Director, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the Directors, in the absence of the Appointor. A person may be appointed an alternate director by more than one Director.
- 8.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the Directors.
- 8.3 The notice must:
- 8.3.1 identify the proposed alternate; and
 - 8.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he or she is willing to act as the alternate of the Director giving the notice.
- 8.4 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate's Appointor.
- 8.5 Except as these Articles specify otherwise, alternate directors:
- 8.5.1 are deemed for all purposes to be Directors;
 - 8.5.2 are liable for their own acts and omissions;
 - 8.5.3 are subject to the same restrictions as their Appointors; and
 - 8.5.4 are not deemed to be agents of or for their Appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors.
- 8.6 A person who is an alternate director but not a Director may, subject to such person being an Eligible Director:
- 8.6.1 be counted as participating for the purposes of determining whether a quorum is present at a meeting of Directors (but only if that person's Appointor is an Eligible Director and is not participating); and

- 8.6.2** participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision).
- 8.7** A Director who is also an alternate director is entitled, in the absence of his or her Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to his or her own vote on any decision of the Directors.
- 8.8** An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he or she were a Director but shall not be entitled to receive from the Company any remuneration in his or her capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 8.9** An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 8.9.1** when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
 - 8.9.2** on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director; or
 - 8.9.3** when the alternate director's Appointor ceases to be a Director for whatever reason.

9 Appointment of Directors

In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

10 Secretary

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

Shares

11 Variation of Class Rights

Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of at least 75% in nominal value of the issued Shares of that class.

12 Voting rights

- 12.1** On a show of hands, every Shareholder holding one or more A Shares who is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote and, on a poll, every Shareholder holding one or more A Shares

(being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Share of which it is the holder.

- 12.2** The Shareholders holding the B Shares shall not have the right to receive notice of, to attend, to speak at or to vote at any general meeting of the Company, or to vote on any resolution of the Shareholders.

13 Income rights

- 13.1** The:

13.1.1 Directors may, in their absolute discretion, recommend or declare and pay to Shareholders interim dividends; and

13.1.2 Company may by ordinary resolution approve final dividends,

whereby separate dividends by reference to the Shareholders' respective holdings of A Shares and B Shares may be declared and paid for different amounts as between those classes of shares and/or dividends may be declared and paid on any one or more class of shares but not on the other class(es).

14 Share allotments

- 14.1** Subject to the remaining provisions of this article 14 the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

14.1.1 offer or allot;

14.1.2 grant rights to subscribe for or to convert any security into; and

14.1.3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

- 14.2** The Directors shall not, save with A Shareholder Consent, exercise any power to allot or issue Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

- 14.3** In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

- 14.4** No Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

15 Transfers of Shares

- 15.1** 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.

- 15.2** No Shareholder shall transfer any Share except:

15.2.1 with A Shareholder Consent;

- 15.2.2 in accordance with article 16;
 - 15.2.3 pursuant to the exercise of the Drag Along Right under article 18; or
 - 15.2.4 pursuant to a Tag Along Offer under article 19.
- 15.3 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to article 15.4, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 15.4 The Directors may as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and/or the Company, 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). If any condition is imposed in accordance with this article 15.4, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.
- 15.5 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may require:
- 15.5.1 any holder (or the legal representatives of a deceased holder); or
 - 15.5.2 any person named as a transferee in a transfer lodged for registration; or
 - 15.5.3 such other person as the Directors may reasonably believe to have information relevant to that purpose,
- to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.
- 15.6 If any such information or evidence referred to in article 15.5 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Directors within five Business Days of receipt of such written notice, then the relevant Shares shall cease to confer on the holder of them any rights:
- 15.6.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
 - 15.6.2 to receive dividends or other distributions otherwise attaching to those Shares; or
 - 15.6.3 to participate in any future issue of Shares issued in respect of those Shares.

The Directors may reinstate the rights referred to in article 15.6 at any time.

16 Compulsory transfers

- 16.1 If a B Shareholder (the "Relevant Shareholder"):
- 16.1.1 dies or suffers permanent disability or permanent incapacity through ill-health; or

- 16.1.2** has a bankruptcy order made against him or her,
- the Directors may, and shall if directed to do so by the A Shareholder, by notice in writing given to (i) the Relevant Shareholder; (ii) to the extent applicable, any person entitled to a Share in consequence of the death or incapacity or bankruptcy of the Relevant Shareholder or by operation of law and (iii) to the extent applicable, any Permitted Transferee of the Relevant Shareholder (each such person being a "**Compulsory Transferor**"), require each Compulsory Transferor to give a Transfer Notice in respect of all of the Shares registered in the Compulsory Transferor's name or in respect of which the Compulsory Transferor has any right or interest in accordance with this article 16 (a "**Compulsory Transfer Notice**").
- 16.2** If a Compulsory Transfer Notice is not duly given within a period of five Business Days of demand being made by the Directors to do so, the Compulsory Transfer Notice shall be deemed to have been given at the expiration of that period.
- 16.3** A Compulsory Transfer Notice:
- 16.3.1** shall provide for the transfer by the Compulsory Transferor of all of the Shares registered in the Compulsory Transferor's name or to which the Compulsory Transferor has or may have any right or interest (the "**Compulsory Sale Shares**"); and
- 16.3.2** constitutes the Company as the Compulsory Transferor's agent for the sale of all of the Compulsory Sale Shares at a price (the "**Prescribed Price**") equal to such price as may be agreed by the Directors (at the direction of the A Shareholder) and the Relevant Shareholder (or, if applicable, the person entitled to the Sale Shares in consequence of the death or incapacity or bankruptcy of the Relevant Shareholder) or, failing such agreement within 10 Business Days' of the date on which the Compulsory Transfer Notice is given or deemed to have been given, the aggregate Fair Value of the Compulsory Sale Shares as determined by the Valuers pursuant to article 17.
- 16.4** The Directors shall allocate the Compulsory Sale Shares for purchase by such person or persons and on such basis as the A Shareholder sees fit as between:
- 16.4.1** the Company for purchase at the Prescribed Price in accordance with the applicable provisions of the Act; and/or
- 16.4.2** to such other person or persons for purchase at the Prescribed Price as the A Shareholder sees fit,
- and shall notify the Compulsory Transferor accordingly and the Compulsory Transferor shall sign and deliver to the Company all such documents as the Directors may require in order to give effect to the purchase by the Company or any other person of the Compulsory Sale Shares and provided that under those documents the Compulsory Transferor is not required to incur any liability or obligation save for transferring the Compulsory Sale Shares with full title guarantee free from all encumbrances and third party interests and delivering all necessary documents in order to do so.
- 16.5** To the extent that the Compulsory Sale Shares are to be purchased by the Company:
- 16.5.1** the Company shall notify the Compulsory Transferor accordingly; and
- 16.5.2** the Compulsory Transferor shall sign and deliver to the Company all such documents as the Directors may require in order to give effect to the purchase

by the Company of the Compulsory Sale Shares and provided that under those documents the Compulsory Transferor is not required to incur any liability or obligation save for transferring the Compulsory Sale Shares with full title guarantee free from all encumbrances and third party interests and delivering all necessary documents in order to do so.

16.6 If a Compulsory Transferor fails to execute and deliver to the Company any document required by the Company for the purchase by it of the Compulsory Sale Shares or for the transfer of the Compulsory Sale Shares to any other person in accordance with this article 16:

16.6.1 the Directors may authorise such person as they may nominate, to act as agent of the Compulsory Transferor to complete, execute and deliver in the Compulsory Transferor's and/or Relevant Shareholder's respective names all documents necessary to give effect to the purchase by the Company of the Compulsory Sale Shares or the transfer of the Compulsory Sale Shares to such other person;

16.6.2 the Company or such of the Directors as the Company may nominate shall hold the Prescribed Price on trust (but without interest) for the Compulsory Transferor until he has delivered to the Company the applicable documents for the purchase by the Company of the Compulsory Sale Shares or their transfer as required by the Directors and the certificate(s) for the Compulsory Sale Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares); and

16.6.3 the Directors may authorise the cancellation of the Compulsory Sale Shares upon being purchased by the Company or the registration of the transfer of the Compulsory Sale Shares to the relevant purchaser in the statutory registers of the Company and upon such cancellation being recorded the purchase by the Company of the Compulsory Sale Shares or transfer of the Compulsory Sale Shares made under this article 16 may not be called into question by any person.

16.7 Forthwith upon a Compulsory Transfer Notice being deemed to be served the Compulsory Sale Shares shall cease to confer on the holder of them and rights:

16.7.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;

16.7.2 to receive dividends or other distributions otherwise attaching to those Shares; or

16.7.3 to participate in any future issue of Shares.

The Directors may reinstate the rights referred to in this article 16.7 at any time and, in any event, such rights shall be reinstated in in respect of any Compulsory Sale Shares transferred pursuant to this article 16.

17 Valuation

17.1 The Valuers shall be requested to determine the Fair Value within 90 days of their appointment and to notify the Company and the Compulsory Transferor in writing of their determination.

17.2 The Fair Value for each Compulsory Sale Share shall be the price per Share determined by the Valuers, by notice in writing to the Company, by:

17.2.1 valuing the entire issued ordinary share capital of the Company at an amount equal to the net asset value of the Company as determined by reference to the statutory accounts of the Company for its most recently ended accounting reference period (the "**Company Valuation**"); and

17.2.2 dividing the Company Valuation by the number of Equity Shares then in issue.

17.3 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the Company and the Compulsory Transferor in the absence of manifest error or fraud.

18 Drag along right

18.1 If the A Shareholders (the "**Accepting Shareholders**") wish to transfer all of their Shares (the "**Respective Shares**") to a bona fide purchaser on arm's length terms (a "**Third Party Purchaser**"), the Accepting Shareholders shall have the right (the "**Drag Along Right**") to require the other Shareholders (the "**Called Shareholders**") to transfer all their Shares (the "**Called Shares**") to the Third Party Purchaser (or as the Third Party Purchaser shall direct) in accordance with this article 18.

18.2 The terms on which the Called Shareholders are required to sell their Shares pursuant to the exercise of the Drag Along Right (the "**Qualifying Offer**"):

18.2.1 shall provide for the same price per share to be payable by the Third Party Purchaser (or its nominee) to all holders of the Shares (whether to be satisfied in cash or non-cash consideration and to include any consideration that, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Respective Shares (or any of them)) save that the Qualifying Offer may provide:

- (a) for contingent consideration based on the future performance of the business of the Company and/or any of its subsidiaries; and/or
- (b) for any additional consideration based on the net assets, working capital and/or levels of cash or debt of the Company and its subsidiaries exceeding agreed levels,

to only be payable to those Shareholders who expressly agree to the terms of the Qualifying Offer and/or comply with the terms of this article 18;

18.2.2 may provide for reductions to the consideration payable to Shareholders for selling their Shares on account of:

- (a) completion accounts adjustments including for shortfalls to agreed levels of net assets, working capital, cash and/or debt; and/or
- (b) claims made by the Third Party Purchaser in relation to the warranties and/or indemnities in the legal documents relating to the Qualifying Offer and whether or not such warranties and/or indemnities have been agreed to or given by the Called Shareholders,

and for some or all of the consideration to be held in a retention, escrow or similar account or otherwise be deferred for a period of time following completion as security for any such adjustments to the consideration; and

- 18.2.3** subject to the foregoing shall be no more onerous, in relation to the giving of warranties or indemnities or other contractual protections in favour of the Third Party Purchaser for the Called Shareholders than they are for the Accepting Shareholders.
- 18.3** The Accepting Shareholders may exercise the Drag Along Right by giving notice to that effect (a "**Drag Along Notice**") to the Called Shareholders at any time before the transfer of the Accepting Shareholders' Shares to the Third Party Purchaser. A Drag Along Notice shall specify:

 - 18.3.1** that the Called Shareholders are required to transfer all of the Called Shares pursuant to this article 18 to the Third Party Purchaser (or its nominee);
 - 18.3.2** the price per share payable under the terms of the Qualifying Offer for the Called Shares and any applicable terms relating to the calculation and payment of the consideration payable to Shareholders for the transfer of their Shares; and
 - 18.3.3** the proposed date of transfer, such proposed date of transfer not being less than 10 Business Days after the date of service of the Drag Along Notice,

and shall be accompanied with copies of the legal agreements setting out the terms of the Qualifying Offer and including the agreement to be entered into by the Accepting Shareholders for the sale of their Shares pursuant to the Qualifying Offer and which the Called Shareholders may be required to be party to and any other documents that the Called Shareholders are required to enter into pursuant to that agreement including any requisite stock transfer forms for the transfer of their Shares (the "**Transaction Documents**").
- 18.4** The Company shall as soon as reasonably practicable serve a copy of the Drag Along Notice on any person holding options over Shares or any convertible security of the Company whether pursuant to a Share Option Scheme or otherwise ("**Optionholders**"). Any Optionholder who exercises a pre-existing option to acquire Shares or converts any convertible security of the Company on or at any time after the service of the Drag Along Notice by the Accepting Shareholders shall be deemed to have received the Drag Along Notice in his capacity as a Shareholder in addition to his capacity as an Optionholder in respect of any Shares which would be issued to the Optionholder pursuant to such exercise and such person shall also thereafter be a Called Shareholder. The provisions of this article 18 shall therefore apply to such Optionholder except that completion of the sale of the Shares shall take place immediately on the later of (i) the date of such exercise or conversion by such Optionholder or (ii) completion of the transfer of Shares by the Accepting Shareholders.
- 18.5** A Drag Along Notice is irrevocable but is subject to completion of the Qualifying Offer and the Drag Along Notice and all obligations thereunder will lapse if for any reason there has not been a transfer of Shares by the Accepting Shareholders to the Third Party Purchaser pursuant to the Qualifying Offer within 45 Business Days after the date of the Drag Along Notice.
- 18.6** Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Accepting Shareholders' Shares to the Third Party

Purchaser (or its nominee) pursuant to the Qualifying Offer, which shall be notified to the Called Shareholders by the Company, unless the Called Shareholders and the Accepting Shareholders agree otherwise.

- 18.7** On or before completion of the sale of the Called Shares each Called Shareholder shall deliver the Transaction Documents duly and properly executed by him, together with the relevant share certificate(s) for the Called Shares (or an indemnity in the form provided as part of the Transaction Documents and as approved by the Directors) to the Company and any Director shall be and is hereby authorised by each Called Shareholder to deliver the Transaction Documents, as returned to the Company, to the Third Party Purchaser (or its nominee) and to authorise the Company to:

18.7.1 receive and hold on trust for the Called Shareholder the consideration payable to him on account of the sale of their Called Shares, whether in cash or non-cash consideration, which shall be paid or otherwise delivered to the Called Shareholder as soon as reasonably practicable following completion of the Qualifying Offer or, if later, upon being paid or otherwise satisfied by the Third Party Purchaser; and

18.7.2 if some or all of the consideration is non-cash consideration in the form of shares, securities and/or any form of the loan notes or loan stock, accept on behalf of the Called Shareholder and in such person's name the allotment and/or issue of the applicable shares, securities and/or loan notes or loan stock.

- 18.8** If a Called Shareholder fails to properly execute and deliver to the Company any of the Transaction Documents in accordance with article 18.7:

18.8.1 the Directors may authorise such person as they may nominate, including one of the Directors, to act as agent of the Called Shareholder to complete, execute and deliver in the Called Shareholder's name any or all of the Transaction Documents to the Third Party Purchaser (or its nominee);

18.8.2 the Company shall hold the consideration payable to the Called Shareholder under the terms of the Qualifying Offer on trust (but without interest) for the Called Shareholder until the Called Shareholder has delivered to the Company the Transaction Documents duly executed by him; and

18.8.3 the Directors may authorise the registration of the transfer of the Called Shares to the Third Party Purchaser (or its nominee) in the statutory registers of the Company and upon such registration the transfer of the Called Shares under this article 18 may not be called into question by any person.

- 18.9** If required to do so by a Third Party Purchaser the Accepting Shareholders may require the Directors to propose a special resolution be passed to vary or amend the provisions of this article 18 provided that the Directors are satisfied that the proposed changes are in the best interests of the Company having regard to the interests of its Shareholders taken as a whole.

19 Tag along right

- 19.1** In the event that a proposed transfer of Shares, whether made as one or as a series of transactions (a "**Proposed Transfer**") by the A Shareholders (the "**Proposed Sellers**") would, if completed, result in any person other than an existing Shareholder (the "**Proposed**

Purchaser"), together with any person acting in concert with the Proposed Purchaser, acquiring a Controlling Interest, the remaining provisions of this article 19 shall apply.

- 19.2** The Proposed Sellers shall procure that, prior to the completion of the Proposed Transfer, the Proposed Purchaser shall make an offer (the **"Tag Along Offer"**) to each of the other Shareholders (each a **"Tagged Shareholder"**) as at the date of the Tag Offer, to buy all of the Shares held by Tagged Shareholders for a consideration in cash per Share (the **"Tag Along Price"**) which is equal to the highest price per Share (or applicable class of Share) offered, paid or to be paid by the Proposed Purchaser, or any person acting in concert with Proposed Purchaser, for the Shares (or applicable class of Share) in connection with the Proposed Transfer and subject to being satisfied in the same manner and on the same terms as apply to the purchase by the Proposed Purchaser of the Shares held by the Proposed Sellers.
- 19.3** The Tag Along Offer shall be made by notice in writing (a **"Tag Along Notice"**) addressed to each Tagged Shareholder on the date of the Tag Along Offer at least 10 Business Days before the date fixed for completion of the Proposed Transfer (the **"Tag Along Sale Date"**). To the extent not described in any accompanying documents, the Tag Along Notice shall specify:
- 19.3.1** the identity of Proposed Purchaser (and any person(s) acting in concert with Proposed Purchaser);
 - 19.3.2** the Tag Along Price and any other terms and conditions of the Tag Along Offer that must be accepted by the Tagged Shareholders;
 - 19.3.3** the Tag Along Sale Date; and
 - 19.3.4** the number of Shares which would be held by the Proposed Purchaser (and persons acting in concert with the Proposed Purchaser) on completion of the Proposed Transfer.
- 19.4** The completion of the Proposed Transfer shall be conditional in all respects on the making of a Tag Along Offer in accordance with this article 19 and the Directors shall refuse to register any Proposed Transfer made in breach of this article 19.4.

20 Transmission

- 20.1** In case of the death of a Shareholder:
- 20.1.1** the survivor or survivors where the deceased was a joint holder; and
 - 20.1.2** the legal personal representatives of the deceased where he was the sole holder,
- shall be the only persons recognised by the Company as having any title to his interest in the Shares but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him with other persons.
- 20.2** Any person becoming entitled to a Share or Shares in consequence of the death or bankruptcy of a Shareholder or by operation of law (a **"transmittee"**) may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect to be registered as a holder of the relevant Shares or Shares subject always to the application of these Articles.
- 20.3** Subject to article 20.2, if a transmittee elects to be registered as the holder of any Share or Shares, the transmittee shall deliver or send to the Company a notice in writing signed by

him stating that the transmittee elects to be registered as the holder of the relevant Share or Shares and that he agrees to be bound by the provisions of these Articles.

20.4 Without prejudice to the foregoing, all the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of Shares shall be applicable to any transmittee.

20.5 A transmittee shall be entitled to the same dividends and other advantages to which he would be entitled if such person were the registered holder of the Share(s), except that a transmittee shall not be entitled to exercise any right conferred by membership in relation to meetings of the Company.

21 Purchase of Own Shares

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

21.1.1 £15,000; and

21.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

Decision making by shareholders

22 Poll Votes

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

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 Model Article.

23 Proxies

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

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

Administrative arrangements

24 Means of Communication to be Used

24.1 Subject to article 24.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

24.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

- 24.1.2** if sent by fax, at the time of transmission; or
 - 24.1.3** if sent by pre-paid 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
 - 24.1.4** if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 24.1.5** if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 24.1.6** if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 24.1.7** if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 24.1.8** if deemed receipt under the previous paragraphs of this article 24.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 24.2** To prove service, it is sufficient to prove that:
 - 24.2.1** if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 24.2.2** if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
 - 24.2.3** if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 24.2.4** if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

25 Indemnity

- 25.1** Subject to article 25.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:
 - 25.1.1** each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by that person as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation thereto including (in each case) any liability incurred by the Relevant Officer 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

- 25.1.2** the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by the Relevant Officer in connection with any proceedings or application referred to in article 25.1.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.
- 25.2** This article 25 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 25.3** 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.
- 25.4** In this article 25:

 - 25.4.1** "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; and
 - 25.4.2** "Relevant Officer" means any Director or other officer or former Director or other officer of the Company.