

Company number 04935440

THE COMPANIES ACT 2006

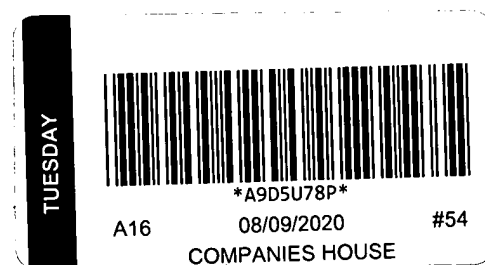
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GLOBAL SHIPPING WAREHOUSING & STORAGE LIMITED

(Adopted by special resolution passed on 14 AUGUST 2020
2019)



INTRODUCTION

1. INTERPRETATION

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

A Shares: means the A ordinary shares of £0.01 each in the capital of the Company from time to time having the rights set out in the Articles.

Accountants: means the accountants from time to time of the Company.

Act: means the Companies Act 2006.

appointor: has the meaning given in article 11.1.

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

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Buy-Out Event: means, in relation to any Shareholder:

- (a) such Shareholder has become the subject of an Insolvency Event;
- (b) in the case of a Shareholder who is an individual, that person lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the Company or their shareholding;
- (c) in the case of a Shareholder who is an individual, the death of that Shareholder;
- (d) a material or persistent breach by that Shareholder of the provisions of these Articles.

Company or company: means Global Shipping Warehousing & Storage Limited (company number: 04935440).

Conflict: has the meaning given in article 7.1.

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

Insolvency Event: means:

- (a) in the case of a Shareholder who is an individual, that Shareholder has been declared bankrupt or has suffered any similar action in consequence of debt and shall include any analogous step in any jurisdiction in which the relevant person is resident or carries on business;
- (b) in the case of a Shareholder who is a company, any of the following events happening to that Shareholder:
 - (i) the passing of a resolution for the liquidation of the Shareholder, other than a solvent liquidation for the purpose of the reconstruction or amalgamation of the shareholder (the structure of which has been previously approved by the other Shareholders in writing) in which a new company assumes (and is capable of assuming) all the obligations of the Shareholder;
 - (ii) the presentation at court by any competent person of a petition for the winding up of the Shareholder and which has not been withdrawn or dismissed within seven days of such presentation;
 - (iii) a change of ultimate control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of the Shareholder;
 - (iv) the issue at court by any competent person of a notice of intention to appoint an administrator to the Shareholder, a notice of appointment of an administrator to the Shareholder or an application for an administration order in respect of the Shareholder;
 - (v) any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the Shareholder;
 - (vi) the Shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986;
 - (vii) the Shareholder entering into a composition or arrangement with its creditors;
 - (viii) any chargor taking any step to enforce any charge created over any shares held by the Shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager);
 - (ix) a process having been instituted that could lead to the Shareholder being dissolved and its assets being distributed among the Shareholder's creditors, members or other contributors;
 - (x) in the case of any of the events set out in (i), (ii), (iv) or (v) above, any competent person takes any analogous step in any jurisdiction in which the Shareholder carries on business.

Issue Price: in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium.

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.

Open Market Value: has the meaning given to such term in article 16.11.

Ordinary Shares: means the ordinary shares of £0.01 each in the capital of the Company from time to time having the rights set out in the Articles.

Relevant Proportion: means, in relation to each Shareholder, the percentage which the number of Shares held by that Shareholder bears to the total number of Shares in issue at the relevant time (or, as the case may be, the total number of Shares held at the relevant time by all holders of Shares in respect of whom the relevant percentage is to be calculated at the relevant time).

Security Interest: means any mortgage, charge, (whether fixed or floating), pledge, lien, hypothecation, encumbrances, assignment, right of set-off, trust arrangement, title retention or other security interest or other arrangement of any kind having the effect of conferring security.

Shares or shares: means the A Shares and/or the Ordinary Shares (as the context requires).

Shareholders or shareholders: means the registered holders from time to time of the Shares and **Shareholder or shareholder** means a registered holder from time to time of any Shares.

- 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.
- 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 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.
- 1.6 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 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur".
- 1.13 In Article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity and the payment of reasonable expenses".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"
- 1.17 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 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".
- 1.18 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

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

- 3.1 Any director may call a directors' meeting by giving not less than 2 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to each of 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 or, for so long as there is only one director, one director.
- 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 No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 2 Business Days at the same time and place. Subject to Article 4.4, if a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those eligible directors present will constitute a quorum.
- 4.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the shareholders to appoint further directors.

5. CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

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 he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7. DIRECTORS' CONFLICT OF INTEREST

- 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:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration at a meeting of the directors 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;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other 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):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

7.4 Where the directors authorise a Conflict:

- (a) 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; 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, limits and conditions (if any) as the directors impose in respect of its authorisation.

7.5 The directors may revoke, terminate or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation, termination 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 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. RECORD OF WHERE DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

10. 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.

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

11.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

12.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of article 12.3.

12.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

12.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company

for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

13. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

14. 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

15. SHARE CAPITAL

- 15.1 The share capital of the Company is divided into the A Shares and the Ordinary Shares.
- 15.2 The A Shares and the Ordinary Shares shall rank *pari passu* in all respects (including as to voting) except as set out articles 15.3 to 15.4 below.
- 15.3 In respect of distributions, profits of the Company available for distribution and which are resolved to be distributed shall be applied in paying to the holders of the A Shares and the holders of the Ordinary Shares dividends at such rates (if any) as the directors shall determine and so that a dividend may be paid on one class of shares to the exclusion of the other class of shares and that dividends at different rates may be paid on different classes of shares.
- 15.4 On a return of assets on liquidation, winding-up, capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent the Company is lawfully able to do so) in the following order of priority:
 - (a) first, to the holders of the A Shares and the Ordinary Shares (*pari passu* as if the same constituted one class of Shares) in respect of each Share of which they are the holder, a sum equal to the Issue Price of each Share; and
 - (b) second, to the holders of the A Shares and the Ordinary Shares (*pari passu* as if the same constituted one class of Shares), the balance of such assets (if any) according to the amount paid up or credited as paid up on each such Share.

16. TRANSFER OF SHARES

- 16.1 Subject to article 16.16, no shareholder shall, without the prior written consent of the other shareholders sell, assign, transfer, give, donate, or otherwise dispose of or grant a Security Interest over any of its shares in the company or any portion thereof or any right or interest therein now held or hereafter acquired except in accordance with the provisions of this article 16.
- 16.2 Any transfer or purported transfer made otherwise than in accordance with the provisions of the Articles shall be void and of no effect whatsoever and the parties shall procure that the directors shall not register the same.
- 16.3 If at any time any shareholder (the **Selling Shareholder**) wishes to sell all (but not part only) of its shares (the **Offered Shares**) it shall first deliver written notice (a **Notice of Sale**) to the other Shareholders (the **Non-Selling Shareholders**) of its intention to sell the Offered Shares. A Notice of Sale shall name the proposed transferees (if any), specify the price (if any) offered by a third party per Offered Share (the **Share Price**), the terms of payment, and any other relevant terms and conditions, and shall have attached thereto, if relevant, a copy of any bona fide arm's length offer made by a third party (a **Bona Fide Offer**) in respect of the Offered Shares.
- 16.4 On receipt of a Notice of Sale, the Company shall have the right of first refusal to buy back some or all of the Offered Shares at the Open Market Value and, if relevant, otherwise on terms no less favourable to the Company than those constituting the Bona Fide Offer (save that the Selling Shareholder shall not be required to give any warranties or indemnities to the Company other than as specified in article 16.14. The right of first refusal shall be exercised within 20 Business Days after the receipt of the Notice of Sale, when the Company, if it desires to acquire any or all of the Offered Shares, shall deliver to the Selling Shareholder written notice of the Company's election (an **Election**) to purchase any or all of the Offered Shares, such election stating whether or not the Company requires the Open Market Value to be determined in accordance with article 16.11. The Company's right pursuant to this article 16.4 shall be subject always to such buy back of any or all of the Offered Shares being carried out in full compliance with (and the parties shall use their reasonable endeavours to procure that such buy back is carried out in full compliance with) the provisions of the Companies Act. For the purposes of this article 16, any Offered Shares the subject of an Election shall be the **Buy Back Offered Shares**.
- 16.5 Subject to the Company's right to revoke an Election under article 16.11, if the Company makes an Election within the period referred to in article 16.4, the Company shall be obliged to purchase, and the Selling Shareholder shall be obliged to sell to the Company the Buy Back Offered Shares at the Open Market Value and otherwise, if relevant, on the terms specified in article 16.3 within 20 Business Days of the date of the determination of the Open Market Value under article 16.11 (or such other period as the parties shall agree).
- 16.6 Completion of the purchase and sale of the Buy Back Offered Shares pursuant to an Election shall take place at the principal office of the Company within 20 Business Days of the date of determination of the Open Market Value under article 16.11 (or such other date as the parties shall agree) when:
- (a) the Selling Shareholder shall deliver to the Company a duly executed stock transfer form and share certificate(s) in respect of the Buy Back Offered Shares (together with any and all other documents required to effect and complete a buy back of Shares in accordance with the Companies Act);

- (b) the Company shall deliver to the Selling Shareholder the consideration for the Buy Back Offered Shares calculated at the Open Market Value and otherwise, if relevant, on the terms specified in article 16.3;
- (c) where the Selling Shareholder sells all of its Shares, the Selling Shareholder shall procure the removal of any Directors appointed by it to the Company (or any group company) (or shall resign as a director, as applicable) and shall procure the alteration of all bank mandates of the Company (and any group company) to reflect such removal;
- (d) the parties shall do all such other things and execute such other agreements and documents as may reasonably be required to give effect to the sale and purchase of the Buy Back Offered Shares; and
- (e) subject to payment by the relevant Non-Selling Shareholders of any relevant stamp duties, the Buy Back Offered Shares shall be cancelled, the statutory registers of the Company shall be updated to reflect such cancellation and all necessary filings shall be made with Companies House.

16.7 If, on the expiry of the period referred to in article 16.4 (the **Election Period**):

- (a) the Company has given written notice rejecting the opportunity to acquire the Offered Shares; or
- (b) no Election has been received or an Election has been received but is not in respect of all of the Offered Shares; or
- (c) an Election has been made but the Company fails to comply with article 16.6; or
- (d) the Company revokes its Election under article 16.11,

then, within 20 Business Days of the expiry of the Election Period (or, if earlier, within 20 Business Days of the date on which the Company notifies the Selling Shareholder in writing that it does not wish to purchase the Offered Shares in accordance with article 16.7(a) or if later, within 20 Business Days of the date on which the Company fails to comply with article 16.6), the Non-Selling Shareholders shall have the right to purchase all, but not less than all, of the Offered Shares or the remaining Offered Shares in the event the Company has purchased some of the Offered Shares in accordance with articles 16.4 to 16.6 (the **Relevant Offered Shares**) at the Open Market Value and, if relevant, otherwise on terms no less favourable to the Non-Selling Shareholders than those constituting the Bona Fide Offer (save that the Selling Shareholder shall not be required to give any warranties or indemnities to the Non-Selling Shareholders other than as specified in article 16.14).

16.8 The right to purchase Relevant Offered Shares shall be exercised by the Non-Selling Shareholders delivering to the Selling Shareholder written notice of such Non-Selling Shareholders' election to purchase the Relevant Offered Shares, such election stating whether or not the Non-Selling Shareholder requires the Open Market Value to be determined in accordance with article 16.11(b). Subject to the Non-Selling Shareholders' right to revoke an election under article 16.11, if one or more elections are made within the period referred to in article 16.7 (in respect of all of the Relevant Offered Shares), the Non-Selling Shareholders (or any of them) shall be obliged to purchase, and the Selling Shareholder shall be obliged to sell to the Non-Selling Shareholders (between them in the Relevant Proportions or such other proportions as they may agree) the Relevant Offered Shares at the Open Market Value and otherwise, if relevant, on the terms

specified in article 16.3 within 20 Business Days of the date of the determination of the Open Market Value under article 16.11.

16.9 Completion of the purchase and sale of the Relevant Offered Shares pursuant to an election shall take place at the principal office of the Company (or such other location as may be agreed upon by the Selling Shareholder and the relevant Non-Selling Shareholders) within 20 Business Days of the date of determination of the Open Market Value under article 16.11 when:

- (a) the Selling Shareholder shall deliver to the relevant Non-Selling Shareholders duly executed stock transfer forms and share certificate(s) in respect of the Relevant Offered Shares;
- (b) the Non-Selling Shareholders purchasing the Relevant Offered Shares shall deliver to the Selling Shareholder the consideration for the Relevant Offered Shares calculated at the Open Market Value and otherwise, if relevant, on the terms specified in article 16.3;
- (c) where the Selling Shareholder sells all of its Shares, the Selling Shareholder shall procure the removal of any Directors appointed by it to the Company (or any group company) (or shall resign as a director, as applicable) and shall procure the alteration of all bank mandates of the Company (and any group company) to reflect such removal;
- (d) the parties shall do all such other things and execute such other agreements and documents as may reasonably be required to give effect to the sale and purchase of the Relevant Offered Shares; and
- (e) subject to payment by the relevant Non-Selling Shareholders of any relevant stamp duties, the relevant Non-Selling Shareholders shall be registered as holders of the relevant Offered Shares and a share certificate in respect thereof shall be delivered to them.

16.10 The Selling Shareholder shall not be entitled to sell any Offered Shares not purchased by the Company or the Non-Selling Shareholders in accordance with article 16.

16.11 For the purposes of these Articles, the **Open Market Value** shall mean:

- (a) if a Share Price is specified under article 16.3 and the Election (or an election made by the Non-Selling Shareholder(s) under article 16.7) does not require the Open Market Value to be determined in accordance with article 16.11, the relevant Share Price;
- (b) if no Share Price is specified under article 16.3 or the Election (or an election made by the Non-Selling Shareholder(s) under article 16.7) requires the Open Market Value to be determined in accordance with this article 16.11, the price per Share:
 - (i) agreed between the Selling Shareholder and the Company or the Non-Selling Shareholder(s) (as appropriate) within 10 Business Days of the date of service of the relevant Election or election; or
 - (ii) failing agreement in accordance with article 16.11(b)(i), determined, at the request of the Selling Shareholder or the Company or Non-Selling Shareholder(s) (as appropriate), to be the open market value by the Accountants in accordance with article 16.12.

The Company who has made an Election, or a Non-Selling Shareholder who has made an election under article 16.7, shall only be entitled to revoke the same if it is dissatisfied with the Open Market Value determined under article 16.11(b)(i).

16.12 In determining the Open Market Value the Accountants shall:

- (a) take account of such matters as they may consider to be relevant;
- (b) take no account of the proportion which the Offered Shares being transferred bear to the then issued share capital of the Company (and, for the avoidance of doubt, there shall not be a discount for a minority interest);
- (c) assume the sale is between a willing buyer and a willing seller;
- (d) if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so;
- (e) assume the shares are sold free of all encumbrances;
- (f) assume there are no contractual restrictions on the disposal of the Offered Shares; and
- (g) be considered to be acting as experts and not as arbitrators so that the Arbitration Act 1996 shall not apply.

16.13 Each party shall supply the Accountants with such information as they may reasonably require for the purposes of making a determination under article 16.12. The cost of such determination shall be borne by:

- (a) the Selling Shareholder; and
- (b) the Non-Selling Shareholders who have made elections or the Company to the extent its exercises its right to buy back Offered Shares,

in equal proportions, unless otherwise agreed between the parties.

16.14 All Shares sold by any Shareholder to any other Shareholder or the Company pursuant to the provisions of article 16 shall be sold with full title guarantee together with all rights conferred thereon and free from all Security Interests or other adverse interests, rights, equities, claims or potential claims of any description.

16.15 The Selling Shareholder hereby appoints any Non-Selling Shareholder purchasing any Offered Shares (or any director or directors nominated by that shareholder) irrevocably, and by way of security for the performance of the Selling Shareholder's obligations under this article 16, as its agent or agents or attorney or attorneys to execute any agreement or document required to be executed by the Selling Shareholder under this article 16 including, without limitation, any transfer of Offered Shares, provided always that this power of attorney shall not apply in favour of any such Non-Selling Shareholder who has failed to tender payment for the relevant Offered Shares or to comply with any of its other obligations under this article 16.

16.16 The provisions of articles 16.1 to 16.15 (other than article 16.2) shall not apply to any transfer of Shares:

- (a) consented to in writing by all the Shareholders such consent being valid only for a period of 20 Business Days; or
- (b) in connection with an exit pursuant to which Shares are transferred in accordance with articles 16.17 (Drag along) or 16.18 (Tag along) of these articles of association.

THIRD PARTY OFFERS

DRAG ALONG

16.17 In the event that an arm's length bona fide offer is made by a third party to acquire the whole issued share capital of the company (**Offer**) and any Shareholder or Shareholders between them holding more than 50% of the Shares (by reference to nominal value of all the issued Shares) wish to accept the Offer (the **Dragging Shareholder(s)**):

- (a) the Dragging Shareholder(s) shall on the Business Day after deciding to accept the Offer, notify the other Shareholders (the **Dragged Shareholder(s)**) of all the terms of the Offer; and
- (b) each of the Dragged Shareholders shall:
 - (i) be deemed to accept the Offer in respect of all the Shares beneficially owned by it or registered in its name; and
 - (ii) take all steps (including the execution of documents) necessary to transfer all such Shares to the third party in accordance with the terms of the Offer, in each case on the date falling 5 days after the date of the notification (such date being the **Objection Date**),

unless prior to the Objection Date, any Dragged Shareholder serves a notice on the company requiring the Accountants to prepare an open market valuation of the whole issued share capital of the company applying the principles of article **Error! Reference source not found.** (a **Drag Along Valuation**).

In the event that the open market valuation prepared by the Accountants in accordance with this article 16.17(b) is:

- (A) equal to or in excess of 95% of the Offer price, each Dragged Shareholder shall be deemed to accept the Offer in respect of all the Shares beneficially owned by it or registered in its name and shall take all steps (including the execution of documents) necessary to transfer all such Shares to the third party in accordance with the terms of the Offer;
- (B) less than 95% of the Offer price, the provisions of this article 16.17 shall not apply.

The Dragged Shareholder(s) hereby appoint(s) any Dragging Shareholder(s) (or any director or directors of the Company) irrevocably, and by way of security for the performance of the Dragged Shareholder's obligations under this article 16.17, as its agent or agents or attorney or attorneys to execute any agreement or document required to be executed by the Dragged Shareholder(s) under this article 16.17 including, without limitation, any transfer of Shares.

16.18 In the event that an arm's length bona fide offer is made by a third party to acquire all or part of the Shares owned by any Shareholder or Shareholders who between them hold more than 50% of

the Shares (by reference to nominal value of the Shares) and such Shareholder or Shareholders (the **Tag Selling Shareholder(s)**) wish to accept such offer, that Tag Selling Shareholder or those Tag Selling Shareholders (as applicable) shall on the Business Day after deciding to accept such offer, notify the other Shareholders of all the terms of such offer and, if the other Shareholders so notify that Tag Selling Shareholder or those Tag Selling Shareholders (as applicable) within 5 Business Days of receipt of such notice, that Tag Selling Shareholder or those Tag Selling Shareholders (as applicable) shall procure that such offer is extended on the same terms to the Shares held by the other Shareholders insofar as the same are not already the subject of such offer. If that Tag Selling Shareholder or those Tag Selling Shareholders (as applicable) shall fail to procure that such an offer is so extended, it or they (as applicable) shall not, and no other Shareholder (if any) to whom such offer has been made shall, accept such offer.

BUY OUT EVENTS

16.19 Any shareholder (the **Notifying Shareholder**) may, if a Buy-Out Event has occurred in relation to any other shareholder (the **Deemed Transferor**) serve written notice (a **Buy Out Notice**) on the other parties to the effect that it or the Company wishes to purchase the shares held by the Deemed Transferor and, upon service of a Buy Out Notice, the Deemed Transferor shall be deemed to have given a Notice of Sale in accordance with article 16.3 and the provisions of article 16.3 to 16.15 shall apply, save that:

- (a) the deemed Notice of Sale shall be treated as having specified that the Deemed Transferor wishes to transfer all the Shares held by him (including any Shares acquired after the date the Notice of Sale is deemed given but before completion of the transfer of Shares pursuant to the deemed Notice of Sale);
- (b) the deemed Notice of Sale takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares;
- (c) subject to articles 16.19 (d) and (e), the price for the Shares shall be the Open Market Value of those Shares determined in accordance with article 16.11(b);
- (d) if the Seller is deemed to have given a deemed Notice of Sale as a result of being in material or persistent breach of these Articles (in accordance with limb (d) of the definition of Buy-Out Event) the price for the Shares shall be restricted to 90% of the Open Market Value of such shares;
- (e) if the Seller is deemed to have given a deemed Notice of Sale as a result of the occurrence of an Insolvency Event (in accordance with limb (a) of the definition of Buy-Out Event), the price for the Shares shall be restricted to 90% of the Open Market Value of such shares;
- (f) all references to the **Selling Shareholder** shall be interpreted as references to the **Deemed Transferor**; and
- (g) the Deemed Transferor does not have a right to withdraw a deemed Notice of Sale following a valuation.

DECISION MAKING BY SHAREHOLDERS

17. POLL VOTES

- 17.1 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.
- 17.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

18. PROXIES

- 18.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 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".
- 18.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

19. MEANS OF COMMUNICATION TO BE USED

- 19.1 Subject to article 19.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - (b) if sent by fax, at the time of transmission; or
 - (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - (d) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - (e) 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
 - (f) if deemed receipt under the previous paragraphs of this article 19.1 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.

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

- (a) if delivered by hand, the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

20. INDEMNITY

20.1 Subject to article 20.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (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 (or any associated company's) activities as 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 (or any associated company's) affairs; and
- (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 20.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

20.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant officer** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).

21. INSURANCE

21.1 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.

21.2 In this article:

- (a) a **relevant officer** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.