

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**COMMERCIAL UTILITY BROKERS LIMITED**  
**COMPANY NUMBER 5849580**

**(Adopted by special resolution passed on 28 January 2010)**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**51% Subsidiary:** has the meaning given in section 989 of the Income Tax Act 2007;

**Act:** means the Companies Act 2006;

**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 the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Company:** means Commercial Utility Brokers Limited, the company regulated by these Articles;

**Conflict:** has the meaning given in article 7.1;

**Constituent Company:** means the Company and any company which is a 51% Subsidiary of the Company;

**Departing Employee Shareholder:** an Employee Shareholder who ceases to be a director or employee of any Constituent Company and who

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does not continue as, or become, a director or employee of any other Constituent Company;

**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);

**Employee Shareholder:** a person, including without limitation a Family Member, who is or has been a shareholder of the Company and a director and/or employee of any Constituent Company, but excluding the Majority Shareholder;

**Family Members:** the members of the Majority Shareholder's immediate family being his spouse, any other person with whom the Majority Shareholder lives as partner in an enduring family relationship, and/or any children of the Majority Shareholder. Where the Majority Shareholder is deceased, this definition shall be read and construed so as to relate to the deceased Majority Shareholder's immediate family and a person lived as a partner of the deceased Majority Shareholder in an enduring family relationship if she lived in an enduring family relationship with the deceased Majority Shareholder at any time in the two years prior to the Majority Shareholder's death;

**Family Member Shareholder:** a Family Member who is a shareholder in the Company and who is not at the same time an Employee Shareholder;

**Majority Shareholder:** Geoffrey Thompson (or any subsequent transferee or transmittee of his majority shareholding from time to time in the Company); and

**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.

**Redundancy:** has the meaning given by the Employment Rights Act 1996.

- 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 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 26(5), 28(3), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.10 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".
- 1.11 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

- 1.12 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.14 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 1.15 Articles 31(a) to (d) (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".

## **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 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:

- (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**

5.1 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 has a casting vote.

5.2 Article 5.1 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**

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 contract or proposed contract 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 contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be

entitled to remuneration for professional services as if he were not a director;

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

## **7. DIRECTORS' CONFLICTS 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) 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;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the 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 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, 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 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. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in 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 two.

**10. APPOINTMENT OF DIRECTORS**

10.1 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.

10.2 The Majority Shareholder may by notice in writing to the Company appoint any person or persons, who is or are willing to act as a director, to be a director or directors and by like notice remove any such director and at any time and from time to time by like notice appoint any other person, who is willing to act as a director, to be a director in the place of a director so removed. A notice of appointment or removal of a director pursuant to this article 10.2 shall take effect upon lodgement at the registered office of the Company or on delivery to a meeting of the directors or on delivery to the secretary. Every director appointed pursuant to this article 10.2 shall hold office until he is either removed in the manner provided by this article 10.2 or dies or vacates office pursuant to article 18 of the Model Articles and the powers to appoint directors under article 17(1) of the Model Articles shall be subject to and without prejudice to this article 10.2.

**11. 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**



## 12. TRANSFER OF SHARES

12.1 In this article 12, **Termination Date** means:

- (a) where employment of an Employee Shareholder ceases by virtue of notice given by the employer to the Employee Shareholder or vice versa, the date on which such notice expires;
- (b) where an Employee Shareholder's contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;
- (c) where the Employee Shareholder concerned is a director but not an employee, the date on which he ceases to hold office

and in any other case, the date on which the Employee Shareholder's contract of employment is terminated.

12.2 No share in the Company shall be transferred unless either the transfer is made in accordance with these Articles or the Majority Shareholder has given his prior written consent to such transfer.

12.3 The Majority Shareholder may at any time transfer some or all of his shares in the Company to any person. The directors shall forthwith register any transfer, duly stamped or certified as exempt from stamp duty, made by the Majority Shareholder.

12.4 The directors shall forthwith register any transfer, duly stamped or certified as exempt from stamp duty, made in accordance with these Articles or to which the Majority Shareholder has given his prior written consent.

12.5 The directors shall not have any discretion to register the transfer of any share which has not been made either in compliance with these Articles or in accordance with the prior written consent of the Majority Shareholder.

12.6 Any transfer of shares by way of a sale that is required to be made under any provision of these Articles shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

12.7 If an Employee Shareholder becomes a Departing Employee Shareholder, the relevant Employee Shareholder (hereinafter called a **Seller**) shall be deemed to have given notice in writing to the Company (a **Deemed Transfer Notice**) on the relevant Termination Date, of his desire to offer all shares held by him in the Company for purchase either by the Majority Shareholder and/or his Family Members (in such proportions as the

Majority Shareholder may specify) or (subject to compliance with Part 18 of the Companies Act 2006) the Company (**Buyer**). Any Voluntary Sale Notice (as defined in article 12.11) served in respect of any such shares before the date such Employee Shareholder becomes a Departing Employee Shareholder shall automatically lapse.

- 12.8 The Deemed Transfer Notice shall constitute either the Company or the Majority Shareholder the Seller's agent (**Agent**) for the sale of all the Seller's shares (hereinafter called the **Sale Shares**) at the **Sale Price** (as determined in accordance with article 12.10) to the Buyer, if the Buyer determines to proceed with the purchase, and the Agent shall forthwith give notice in writing to the Majority Shareholder and his Family Members or the Company (as the case may be) of the proposed offer for sale of the Sale Shares and shall in addition give notice (a **Sale Notice**) to the Seller stating the place and time being not less than ten business days nor more than twenty business days from the date of the Sale Notice, at which the sale of the Sale Shares shall be completed, if the Buyer determines to proceed with the purchase.
- 12.9 The Seller shall be bound to offer the Sale Shares to the Buyer at the time and place specified in the Sale Notice and, in default, the Majority Shareholder (or such person as he shall appoint) shall be deemed to have been appointed the Seller's agent and attorney with full power to execute, complete and deliver, in the name and on behalf of the Seller, the offer for sale and any transfers of the Sale Shares to the Buyer against payment for the Sale Shares and on payment of the price for the Sale Shares to the Company, the Buyer shall be deemed to have obtained a good receipt for such payment and shall (if appropriate) be entitled to insist on his or her name being entered in the register of members of the Company in respect of the Sale Shares and the Company will hold the payment received on trust for the Seller in a separate bank account in the Company's name.
- 12.10 For the purposes of article 12.8:
- (a) where the Employee Shareholder becomes a Departing Employee Shareholder in the following circumstances:
    - (i) retirement at normal retirement age;
    - (ii) permanent disability or permanent incapacity through ill health before retirement;
    - (iii) death;
    - (iv) transfer of the Employee Shareholder's employment to a third party, which is not a Constituent Company, pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006;



(v) Redundancy,

the Sale Price payable by the Buyer shall be the fair market value of the Sale Shares as at the Termination Date on the following assumptions and bases:

- (A) valuing the Sale Shares as on an arm's length sale between a willing seller and a willing buyer;
- (B) that the Sale Shares are sold free of all restrictions, liens, charges and other encumbrances;
- (C) disregarding any majority or minority status in respect of the Sale Shares and whether or not they confer any right of control and for this purpose taking the market value of the Sale Shares as being their value as a rateable proportion of the total value of all issued shares regardless of class,

as agreed between the Seller and the Agent or, on the application of either of them in default of agreement within ten business days of the Termination Date, as determined either by the Company's auditors or, as the case may be, accountants, or if they decline to act for any reason, by an independent chartered accountant (the **Accountant**) agreed between the Seller and the Agent, or upon the application by either of them in the absence of agreement within five business days of the auditors or accountants declining to act, appointed by the then President of the Institute of Chartered Accountants of England and Wales. The Accountant shall act as an expert and not an arbitrator for this purpose and his determination of the fair market value shall be conclusive save in the case of fraud or manifest error. The Accountant's costs shall be borne by the Seller and the Buyer equally or as the Accountant may otherwise direct;

- (b) where the Employee Shareholder becomes a Departing Employee Shareholder in the following circumstances:
  - (i) he is dismissed for gross misconduct; or
  - (ii) he leaves and engages directly or indirectly in a business which is in competition with the business of any Constituent Company; or
  - (iii) he discloses to any third party without the express written consent of the Majority Shareholder, any financial or other confidential information relating to the business and affairs of any Constituent Company, save where such information is already in the public domain through no fault of the relevant Employee Shareholder,

the Sale Price payable by the Buyer shall be the aggregate nominal par value of the Sale Shares;

- (c) where the Employee Shareholder becomes a Departing Employee Shareholder for any reason other than as set out in articles 12.10(a) and 12.10(b), the Buyer shall have the power to pay a Sale Price of up to the fair market value of the Sale Shares, as determined pursuant to article 12.10(a), if so agreed by the Majority Shareholder at his absolute discretion. The decision of the Majority Shareholder as to the Sale Price in this article 12.10(c) shall be final and binding on the Seller and the Buyer.

12.11 If an Employee Shareholder or Family Member Shareholder desires to sell any of his shares in the Company (other than pursuant to a Deemed Transfer Notice), the relevant Employee Shareholder or Family Member Shareholder must give at least one month's prior written notice to the Company (a **Voluntary Sale Notice**) specifying the number of shares he desires to sell (the **Voluntary Sale Shares**). Upon receipt of the Voluntary Sale Notice, the Company shall forthwith give notice to the Majority Shareholder of the Voluntary Sale Notice and, subject only to the consent of the Majority Shareholder (at his absolute discretion), either the Majority Shareholder and his Family Members (in such proportions as the Majority Shareholder may specify) or (subject to compliance with Part 18 of the Companies Act 2006) the Company may purchase the Voluntary Sale Shares and pay to the relevant Employee Shareholder or Family Member Shareholder, in satisfaction of the price payable for the Voluntary Sale Shares and against delivery of duly executed stock transfer forms in respect of the Voluntary Sale Shares accompanied by the relevant share certificates (or a suitable indemnity for any lost share certificates):

- (a) if the Voluntary Sale Notice is received on or before the third anniversary of the date of acquisition of the relevant Voluntary Sale Shares, the original price paid by the Employee Shareholder or Family Member Shareholder for such Voluntary Sale Shares at acquisition, such price to be paid within 25 business days after receipt of the Voluntary Sale Notice; or
- (b) if the Voluntary Sale Notice is received after the third anniversary of the date of acquisition of the relevant Voluntary Sale Shares, the fair market value for such Voluntary Sale Shares as determined pursuant to article 12.10(a), such price to be paid within the later of 25 business days after receipt of the Voluntary Sale Notice and the date the fair market value has been agreed or determined pursuant to article 12.10(a).

12.12 If the Buyer determines not to proceed with the purchase of the Sale Shares or the Majority Shareholder does not give consent to the sale of

Voluntary Sale Shares or the relevant purchaser under article 12.11 does not proceed, the Employee Shareholder or Family Member Shareholder is not entitled to transfer any of his shares in the Company, except in accordance with the provisions of these Articles.

- 12.13 Upon a Deemed Transfer Notice being given by an Employee Shareholder in respect of his shares in the Company under this article 12, the relevant Employee Shareholder shall not, with effect from the Termination Date, be entitled to exercise or enjoy any voting or other rights whatsoever in respect of those shares, unless the Majority Shareholder (in his absolute discretion) reinstates such rights.

### **13. TRANSMISSION**

- 13.1 All the provisions of these Articles relating to the transfer of shares shall apply to:

- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
- (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

- 13.2 No person entitled to any share upon the death or bankruptcy of an Employee Shareholder or Family Member Shareholder shall be entitled to be registered as a holder of any such shares pending their transfer in accordance with the provisions of these Articles.
- 13.3 On the bankruptcy of an Employee Shareholder or Family Member Shareholder his trustee in bankruptcy shall be deemed to have served a Deemed Transfer Notice in respect of that Employee Shareholder's or Family Member Shareholder's shares, which shares shall thereafter be transferred in accordance with the provisions of articles 12.2 to 12.10 inclusive except that references to Seller shall be deemed to refer to the trustee in bankruptcy, references to Termination Date shall be deemed to refer to the date of the Employee Shareholder's or Family Member Shareholder's bankruptcy, and the price for such shares shall be the fair market value determined pursuant to article 12.10(a).
- 13.4 On the death of any Employee Shareholder or Family Member Shareholder, the personal representatives (or, in default of the

appointment of personal representatives within three months of the date of death of the relevant Employee Shareholder or Family Member Shareholder, all persons capable of being appointed as personal representatives of the relevant Employee Shareholder or Family Member Shareholder) shall be deemed to have served a Deemed Transfer Notice in respect of all that Employee Shareholder's or Family Member Shareholder's shares, which shares shall thereafter be transferred in accordance with the provisions of articles 12.2 to 12.10 inclusive except that references to Seller shall be deemed to be references to the personal representatives or other persons as aforesaid and references to Termination Date shall be deemed to refer to the date of the Employee Shareholder's or Family Member Shareholder's death and the price for such shares shall be the fair market value determined pursuant to article 12.10(a).

- 13.5 Pending the transfer of any shares of an Employee Shareholder or Family Member Shareholder pursuant to this article 13, the trustee in bankruptcy or personal representatives (as the case may be) shall not, with effect from the event giving rise to the Deemed Transfer Notice be entitled to exercise or enjoy any voting or other rights whatsoever in respect of those shares.

#### 14. **DRAG ALONG**

- 14.1 If the Majority Shareholder (in this article 14 **Take Over Shareholder**) wishes to transfer all of his interest in his shares in the Company (**Take Over Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**), the Take Over Shareholder may require all other holders of shares in the Company (**Called Shareholders**) to sell and transfer all their shares in the Company to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article 14 (**Drag Along Option**).

- 14.2 The Take Over Shareholder may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the transfer of the Take Over Shares to the Proposed Buyer. The Drag Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all their shares in the Company (**Called Shares**) pursuant to this article 14 and article 12.6;
- (b) the person to whom the Called Shares are to be transferred;
- (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per share offered by the Proposed Buyer for the Take Over Shares; and





(d) the proposed date of the transfer.

- 14.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Take Over Shareholder has not sold the Take Over Shares to the Proposed Buyer within 30 business days of serving the Drag Along Notice. The Take Over Shareholder may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 14.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 14 and article 12.6.
- 14.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Take Over Shares unless:
- (a) all of the Called Shareholders and the Take Over Shareholder agree otherwise, in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Take Over Shareholder; or
  - (b) that date is less than 10 business days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the tenth business day after service of the Drag Along Notice.
- 14.6 Any rights of pre-emption set out in these Articles shall not apply to any transfer of shares to a Proposed Buyer (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- 14.7 Within ten business days of the Take Over Shareholder serving a Drag Along Notice on the Called Shareholders or by the date agreed pursuant to article 14.5(a) if earlier, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their shares pursuant to article 14.2(c) to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 14.2(c) in trust for the Called Shareholders without any obligation to pay interest.

- 14.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to article 14.2(c), the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 14 in respect of their shares in the Company.
- 14.9 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by him, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Take Over Shareholder to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 14.
- 14.10 Following the issue of a Drag Along Notice, on any person becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or on the conversion of any convertible security of the Company (a **New Member**), a Drag Along Notice shall be deemed to have been served on the New Member on the same terms as the previous Drag Along Notice. The New Member shall then be bound to sell and transfer all shares in the Company acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 14 shall apply, with the necessary changes, to the New Member, except that completion of the sale of the shares shall take place immediately on the Drag Along Notice being deemed served on the New Member.

## **DECISION MAKING BY SHAREHOLDERS**

### **15. POLL VOTES**

- 15.1 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.
- 15.2 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.

**16. PROXIES**

- 16.1 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".
- 16.2 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**

**17. MEANS OF COMMUNICATION TO BE USED**

- 17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
  - (d) 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.



For the purposes of this article, no account shall be taken of any part of a day that is not a business day.

- 17.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## **18. INDEMNITY**

- 18.1 Subject to article 18.2, 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 in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 18.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 18.2 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.

- 18.3 In this article 18:

- (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), but excluding in each case any person engaged by the Company (or

associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

**19. INSURANCE**

19.1 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.

19.2 In this article 19:

- (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), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- (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.