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Company Number: 08314684

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
ZARAF HUNGATE LIMITED  
(the Company)



(Adopted by special resolution passed on 28th October 2020)

**1 Interpretation**

**1.1** In these Articles, unless the context otherwise requires:

**A Share:** means a share of £1.00 in the capital of the Company designated as an A ordinary share;

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

**appointor:** has the meaning given in article 10.1;

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

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

**Continuing Shareholders:** has the meaning given in article 21.2;

**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);

**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;

**Ordinary Share:** means a share of £1.00 in the capital of the Company designated as an ordinary share;

**Permitted Transferee** means, in relation to an individual Shareholder, that Shareholder's spouse or child (including any step or adopted child) or the trustees of a trust whose only beneficiaries for the time being comprise that Shareholder, his spouse and/or all or any of

his children and, in relation to the trustees for the time being of such a trust, means their successor trustees or any beneficiaries of the trust;

**Price Notice:** has the meaning given in article 21.3;

**Seller:** has the meaning given in article 21.2;

**Share:** means a share of £1.00 in the capital of the Company, whether it be an A Share or an Ordinary Share;

**Shareholder Group** means, in relation to a Shareholder which is a company, that Shareholder and its subsidiary undertakings or, as the case may be, that Shareholder, any parent undertaking, whether direct or indirect, of that Shareholder and any other subsidiary undertaking of any such parent undertaking from time to time (excluding in each case the Company) and references to **member** or **members** of the or a **Shareholder Group** shall be construed accordingly; and

**Valuers:** the accountants for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Seller and by the Continuing Shareholders or, in the absence of agreement between them on the identity of the expert within five business days of the expiry of the ten business day period following service of a Price Notice, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator).

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have 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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 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.

- 1.7 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.
- 1.8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
- 1.9.1 the insertion of the words “for the time being” at the end of article 7(2)(a); and
- 1.9.2 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”.
- 1.10 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”.
- 1.11 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”.
- 1.12 Article 27(3) of the Model Articles shall be amended by the insertion of the words “, subject to article 10,” after the word “But”.
- 1.13 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”.
- 1.14 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”

## **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 notice of the meeting 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 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:
- 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 (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' 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:

- 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 or any other 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 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):

- 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 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
  - 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 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 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 Appointment and Removal of Alternate Directors**

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

10.1.1 exercise that director's powers; and

10.1.2 carry out that director's responsibilities,

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

10.2 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.

10.3 The notice must:

10.3.1 identify the proposed alternate; and

10.3.2 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.

## **11 Rights and Responsibilities of Alternate Directors**

11.1 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.

11.2 Except as the Articles specify otherwise, alternate directors:

11.2.1 are deemed for all purposes to be directors;

11.2.2 are liable for their own acts and omissions;

11.2.3 are subject to the same restrictions as their appointors; and

11.2.4 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 and of all meetings of committees of directors of which his appointor is a member.

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

11.3.1 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);

11.3.2 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

11.3.3 shall not be counted as more than one director for the purposes of articles 11.3.1 and 11.3.2.

11.4 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.

- 11.5 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.

## **12 Termination of Alternate Directorship**

- 12.1 An alternate director's appointment as an alternate terminates:

- 12.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 12.1.2 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;
- 12.1.3 on the death of the alternate's appointor; or
- 12.1.4 when the alternate's appointor's appointment as a director terminates.

## **Shares and distributions**

### **13 Share Capital**

- 13.1 The allotted and issued share capital of the Company on or immediately following the adoption of these Articles is (or shall be) £162 divided into 142 Ordinary Shares and 20 A Shares. The Ordinary Shares and the A Shares shall constitute separate classes of shares but, save as otherwise provided in these Articles, shall rank *pari passu* in all respects.

### **Voting**

- 13.2 The voting rights attached to Ordinary Shares shall be:

- 13.2.1 on a written resolution, every holder of Ordinary Shares shall have one vote for each Ordinary Share held by him; and
- 13.2.2 on a resolution to be passed at a general meeting of the Company, every holder of Ordinary Shares present in person or by proxy or by a representative shall have:
  - 13.2.2.1 on a show of hands, one vote each; and
  - 13.2.2.2 on a poll, one vote for each Ordinary Share of which he is the holder.



- 13.3 For the avoidance of doubt, the holders of the A Shares shall not be entitled to receive notice of or to attend, speak or vote at any general meeting of the Company.

#### **Dividends**

- 13.4 If and so long as the share capital of the Company is divided into different<sup>a</sup> classes of shares:
- 13.4.1 the Directors may, subject to the provisions of the Act, pay interim dividends on different classes of shares at different rates (or to the exclusion of one class altogether); and
  - 13.4.2 the Company, on the recommendation of the Directors, may declare dividends at variable rates on the different classes of shares out of any profits available for distribution within the meaning of Part 23 of the Act.
- 13.5 The Ordinary Shares and the A Shares shall confer on the holders thereof the right to receive any dividend in respect of the Ordinary Shares or the A Shares (as the case may be) as may be declared at the sole discretion of the board of directors.

#### **Return of capital rights**

##### *Liquidation Preference*

- 13.6 On a return of capital on a liquidation or reduction of capital or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets receivable by the Company remaining after the payment of its liabilities shall be distributed among the holders of the Ordinary Shares only pro rata according to the number of Ordinary Shares held by them. The A Shares shall have no right to participate in the assets available for distribution on a return of capital on a liquidation or reduction of capital or otherwise other than the right to a repayment of £1.00 per A Share.

##### *Sale Preference*

- 13.7 In the event of a sale of the entire issued share capital of the Company to a third party, the sale consideration shall be distributed among the holders of the Ordinary Shares only pro rata according to the number of Ordinary Shares held by them. The A Shares shall have no right to participate in the sale consideration available for distribution in the event of a sale of the entire issued share capital of the Company to a third party other than the right to a repayment of £1.00 per A Share.

#### **Decision making by shareholders**

##### **14 Poll Votes**

- 14.1 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.

- 14.2 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.

**15 Proxies**

- 15.1 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”.
- 15.2 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**

**16 Means of Communication to be Used**

- 16.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 16.1.1 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);
  - 16.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 16.1.3 if properly addressed and sent or supplied by electronic means, twenty-four hours after the document or information was sent or supplied; and
  - 16.1.4 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.

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

## **17 Indemnity**

- 17.1 Subject to article 18.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 17.1.1 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:

17.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

17.1.1.2 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

- 17.1.2 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.

- 17.2 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.

- 17.3 In this article:

- 17.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

- 17.3.2 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).

## **18 Insurance**

18.1 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.

18.2 In this article:

18.2.1 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);

18.2.2 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

18.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **Transfers of Shares**

### **19 Prohibited Share Transfers**

19.1 In these Articles, a reference to the transfer of a Share shall mean either or both:

19.1.1 the transfer of either or both of the legal and beneficial ownership in the Share; and

19.1.2 the grant of an option to acquire either or both of the legal and beneficial ownership in the Share.

19.2 The following shall be deemed, without limitation, to be a transfer of a Share:

19.2.1 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) (other than a transmission of the Share on the holder's death) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;

19.2.2 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself; and

19.2.3 any grant of a legal or equitable mortgage or charge over any Share.

19.3 Any person who holds, or becomes entitled to, any Shares shall not, except with the prior written consent, or in accordance with a prior written agreement, of each of the

Shareholders, effect a transfer of any such Shares, except in accordance with article 20 (Permitted Share Transfers) or articles 21 (Pre-emption Rights) and 22 (Completion of Share Purchase).

- 19.4 Subject to article 19.5, the Directors shall be obliged to register any duly stamped transfer made in accordance with these Articles, but any transfer or purported transfer of any Shares made otherwise than in accordance with these Articles shall be void and of no effect and the Directors shall refuse to register that transfer.
- 19.5 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 agreeing to be bound by the terms of any shareholders' agreement or similar document in force between the Shareholders in such form as the Directors may reasonably require (provided that the transferee's obligations or liabilities thereunder are not greater than those of the proposed transferor). If any such condition is imposed, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 19.6 Any Director may at any time require any Shareholder to provide the Company with such information and evidence relating to the Shares registered in its name as such Director may reasonably require to determine whether there has been a transfer of any such Shares in breach of these Articles. If such information or evidence is not provided to the Board to the reasonable satisfaction of such Director within five Business Days of the request being made, such Director may serve a notice on the Shareholder stating that the Shares which were the subject of the request shall cease to confer any rights to vote (in any general meeting or class meeting or on any written resolution) or to receive dividends until such information or evidence has been provided to the satisfaction of such Director.

## **20 Permitted Share Transfers**

- 20.1 Any Shareholder (the **transferor**) may at any time transfer all or some of its Shares to any member of its Shareholder Group or to a Permitted Transferee (the **transferee**) without being required to serve a Transfer Notice or comply with the pre-emption procedure set out in articles 21 and 22.
- 20.2 If the transferee ceases to be a member of the Shareholder Group or a Permitted Transferee at any time, the transferee must forthwith transfer all such Shares back to the transferor or to another member of the Shareholder Group (or, as the case may be, to another Permitted Transferee). If the transferee fails to effect such transfer within five Business Days of its ceasing to be a member of the Shareholder Group or a Permitted Transferee, the Company may, in accordance with article 25 execute a transfer of the relevant Shares on behalf of the transferee and register the transferor as the holder of such Shares.

## 21 Pre-emption Rights

- 21.1 No shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the capital of the Company, except as permitted by these articles or with the prior written consent of all other shareholders.
- 21.2 A shareholder (**Seller**) wishing to transfer shares in the capital of the Company (**Sale Shares**) shall give notice in writing (**Transfer Notice**) to the other shareholders (**Continuing Shareholders**) specifying the details of the proposed transfer, including the number of Sale Shares comprised within the Transfer Notice, the identity of the proposed buyer(s), the proposed price for each Sale Share (**Proposed Sale Price**) and each Continuing Shareholder's proportionate entitlement to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of ordinary shares held by him bears to the total number of ordinary shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his **Entitlement**).
- 21.3 The Continuing Shareholders (or any of them) may, by giving notice in writing (**Price Notice**) to the Seller at any time within ten business days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within ten Business Days of the Seller's receipt of a Price Notice, they (or any of them) shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 23.
- 21.4 If, following delivery to him of the Valuers' written notice in accordance with article 23, the Seller does not agree with Valuers' assessment of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within five business days of delivery to him of the Valuers' written notice. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with these articles.
- 21.5 Within 20 business days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 20 business days of receipt of the Valuers' determination of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with article 21.4), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (**Acceptance**) to the Seller stating that he wishes to purchase a specified number of Sale Shares up to a maximum of his Entitlement to the Sale Shares at the Sale Price. A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Entitlement (**Extra Shares**).
- 21.6 If, on the expiry of the relevant 20 business day period referred to in article 21.5, the total number of Sale Shares applied for is greater than the available number of Sale Shares, each accepting Continuing Shareholder shall be allocated his Entitlement (or such lesser number of Sale Shares for which he has applied) and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Continuing Shareholders applying for Extra Shares in such proportions as equal (as

nearly as may be) the proportions of all the shares of the same class held by such Continuing Shareholders.

21.7 Completion of those Sale Shares accepted by Continuing Shareholders under article 21.5 (and, where, relevant, article 21.6) shall take place in accordance with article 22.

21.8 In relation to any Sale Shares not accepted by Continuing Shareholders under article 21.5 (and, where relevant, article 21.6), the Seller shall be entitled to transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price.

21.9 The provisions of this article 21 shall not apply to a transfer or proposed transfer pursuant to article 20 (Permitted Share Transfers).

## 22 **Completion of Share Purchase**

22.1 Completion of the sale and purchase of shares under article 21 shall take place 20 business days after:

22.1.1 the date of delivery of the Transfer Notice to the Continuing Shareholders, unless the Continuing Shareholders (or any of them) have served a Price Notice under article 21.3; or

22.1.2 the date of delivery of determination of the Sale Price in accordance with article 21.3.

22.2 At such completion:

22.2.1 the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders or the Company may reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares; and

22.2.2 each relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller).

## 23 **Fair Value**

23.1 The **Fair Value** for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:

23.1.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount

being attributable to the percentage of the issued share capital of the Company which they represent;

- 23.1.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- 23.1.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
- 23.1.4 the shares are sold free of all restrictions, liens, charges and other encumbrances; and
- 23.1.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value.

## 24 **Tag along**

24.1 If, after having given a Transfer Notice pursuant to article 21.2 and the provisions of articles 21 and 22 have been complied with, a Shareholder(s) wishes to transfer all (but not some only) of its Shares to a bona fide third party (the **Proposed Buyer**) in one or a series of related transactions, and such transfer would when registered result in that person (together with persons connected or acting in concert with him) holding or increasing his holding to 60% or more of the issued equity share capital of the Company (the **Proposed Sale**), the selling Shareholder(s) shall give written notice (the **Tag Along Notice**) to the other Shareholders of the Proposed Sale at least 10 Business Days prior to the proposed date of completion thereof.

24.2 The Tag Along Notice must specify:

- 1.1.1 the details of the Proposed Buyer;
- 1.1.2 the sale price for each Share and other consideration (if any) to be received (directly or indirectly) by the relevant Shareholders; and
- 1.1.3 any other material terms upon which the Shares are to be purchased.

24.3 The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy all the other issued Shares (other than any Shares already owned by the Proposed Buyer or persons connected or acting in concert with him) on the same terms and conditions as apply to the Proposed Sale. Such offer shall remain open for acceptance for not less than 15 Business Days.

24.4 The provisions of this article 24 shall not apply to any Proposed Sale which is permitted under article 20.

## 25 **Power of Attorney**

25.1 Each Shareholder hereby irrevocably appoints the Company as its attorney (with the power to appoint any member of the Board as a substitute and to delegate to that



substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this power of attorney) to give effect to the provisions of these Articles.