

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ABP TECHNOLOGY LIMITED

(Company Registration Number: 10220411)

(Adopted by special resolution passed on the 30th day
of March 2022)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

"A" Shares: the "A" Ordinary Shares of £1.00 each in the capital of the Company;

Act: means the Companies Act 2006;

Appointor: has the meaning given in Article 9.1;

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

Available Profits: profits available for distribution within the meaning of part 23 of the Act;

"B" Shares: the "B" Ordinary Shares of £1.00 each in the capital of the Company;

Bad Leaver: a Departing Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Good Leaver.

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;

"C" Shares: the "C" Ordinary Shares of £1.00 each in the capital of the Company;

Continuing Shareholders: has the meaning given in Article 13.3 and **Continuing Shareholder** means any of them;

Controlling Interest: an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

Cross Option Agreement: means any agreement entered into prior to or after the date of this agreement pursuant to which one or more of the Shareholders grant to the other(s) put and call option agreements which can be exercised in the event of any Shareholder's death in agreed form.

"D" Shares: the "D" Ordinary Shares of £1.00 each in the capital of the Company;

Departing Employee Shareholder: an Employee Shareholder who ceases to be a director or employee of the Company (other than by reason of death);

Director: a director of the Company from time to time;

"E" Shares: the "E" Ordinary Shares of £1.00 each in the capital of the Company;

Employee Shareholder: a shareholder who is, or has been, a director and/or an employee of the Company.

Financial Year: in relation to the Company, means a financial accounting period of 12 months ending on the 31st August;

Good Leaver: an Employee Shareholder who becomes a Departing Employee Shareholder by reason of:

- (a) his death;
- (b) permanent disability or permanent incapacity through ill-health; or
- (c) retirement as agreed with the Board;
- (d) redundancy (as defined in the Employment Rights Act 1996); or
- (e) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive.

Holdings: ABP Technology Holdings Limited (company registration number: 12698536) whose registered office is situate at Greenbank Technology Park, Challenge Way, Blackburn, Lancashire BB1 5QB, a Shareholder of the Company;

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;

Sale Price: the price per Sale Share, being the proportionate amount of the Valuation and determined in accordance with Article 13.4;

Seller: has the meaning given in Article 13.3;

Shareholder: a holder of shares in the Company;

Shareholders Agreement: a shareholders agreement to be entered to on or about the date of adoption of these Articles between the Shareholders of the Company;

Transfer Notice: has the meaning given in Article 13.3;

Valuation: a valuation of the entire issued share capital of the Company in respect of each Financial Year to be prepared and implemented in accordance with the provisions of the Shareholders Agreement.

Valuers: the reporting accountants of the Company from time to time (or if they decline to act) 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 ten Business Days 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:
 - (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.
- 1.6 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 these Articles.
- 1.8 Articles 8, 9(1) and (3), 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.
- 1.9 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".
- 1.10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" 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. DIRECTORS' MEETINGS

- 2.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 3.
- 2.2 Subject as provided in these Articles, the Directors may participate in Directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 2.3 Meetings of the Directors shall take place at least twice in each year, with a period of not more than seven months between any two meetings, such meetings to be held at the registered office of the Company or such other place agreed in writing by the parties.
- 2.4 All decisions made at any meeting of the Directors shall be made only by resolution and resolutions at any meeting of the Directors shall be decided by a majority of votes.
- 2.5 If at any time at or before any meeting of the Directors a Director participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other Directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been

made. No meeting of Directors may be adjourned pursuant to this Article more than once.

3. UNANIMOUS DECISIONS

- 3.1 A decision of the Directors is taken in accordance with this Article when all Directors indicate to each other by any means that they share a common view on a matter.
- 3.2 Such a decision may take the form of a resolution in writing, where each Director has signed one or more copies of it, or to which each Director has otherwise indicated agreement in writing.
- 3.3 A decision may not be taken in accordance with this Article if the Directors would not have formed a quorum at such a meeting in accordance with Article 5.

4. CALLING A DIRECTORS' MEETING

- 4.1 Any Director may call a Directors' meeting by giving not less than 10 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.
- 4.2 Notice of a Directors' meeting must be accompanied by:
 - (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
 - (b) copies of any papers to be discussed at the meeting.
- 4.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of Directors unless all the Directors agree in writing.

5. QUORUM FOR DIRECTORS' MEETINGS

- 5.1 The quorum for the transaction of business at a meeting of Directors is any two Directors provided that one Director appointed by the holders of the "A" Shares and one Director appointed by the holders of the "B" Shares are present in person or by alternate.
- 5.2 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 five Business Days at the same time and place.

6. DIRECTORS' CONFLICTS OF INTEREST

- 6.1 Subject to sections 177(5) and 177(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 6.2 Subject to Article 6.1, notwithstanding the fact that a proposed decision of the Directors concerns or relates to any matter in which a Director has, or may have, directly or indirectly, any kind of interest whatsoever, that Director may participate in the decision-making process for both quorum and voting purposes.
- 6.3 Subject to the provisions of the Act, and provided that (if required to do so by the Act) he has declared to the Directors the nature and extent of any direct or indirect interest of his, a Director, notwithstanding his office:-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a Director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

7. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution and approved in accordance with the provisions of the Shareholders Agreement, the number of Directors (other than alternate Directors) shall not be subject to any minimum or maximum number.

8. APPOINTMENT & REMOVAL OF DIRECTORS

- 8.1 Each Shareholder shall have the right to hold office as a Director or nominate a Director and remove a Director whom they nominate by giving notice to the Company and the other Shareholders. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date.
- 8.2 Any appointment or removal of a Director pursuant to this Article shall be in writing and signed by the appointing Shareholder and served on each of the

other Shareholders and the Company at its registered office, or delivered to a duly constituted meeting of the Directors of the Company.

- 8.3 No Director shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.

9. ALTERNATE DIRECTORS

- 9.1 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.

- 9.2 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.

- 9.3 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.

- 9.4 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.

- 9.5 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.

- 9.6 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); and
- (b) may participate in a unanimous decision of the Directors (but only if his Appointor is eligible to vote in relation to that decision, but does not participate).

- 9.7 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 eligible to vote in relation to that decision).
- 9.8 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.
- 9.9 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.

10. SECRETARY

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

SHARES

11. SHARE CAPITAL

- 11.1 The issued share capital of the Company at the date of adoption of these Articles is £100 divided into:
- (a) 55 "A" Shares;
 - (b) 24 "B" Shares;
 - (c) 7 "C" Shares;
 - (d) 7 "D" Shares; and
 - (e) 7 "E" Shares.

all of one pound (£1.00) each fully paid.

- 11.2 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 11.3 Except as otherwise provided in these Articles, each class of the shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 11.4 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one Shareholder holding shares of the relevant class present in person or by proxy. For the purpose of this article, one Shareholder present in person or by proxy may constitute a meeting.
- 11.5 On the transfer of any share as permitted by these Articles:
- (a) a share transferred to a non-shareholder shall remain of the same class as before the transfer; and
 - (b) a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

If no shares of a class remain in issue following a redesignation under this Article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

12. DIVIDENDS

- 12.1 Subject to the provisions of the Shareholders Agreement and the requirements of the Act, the Company shall be entitled to distribute up to a maximum of 30% of its Available Profits in relation to each Financial Year, such amount shall be applied amongst the holders of the "A" Shares, the "B" Shares, the "C" Shares, the "D" Shares and/or the "E" Shares in such proportion as the Directors may determine from time to time, in accordance with the provisions of the Shareholders Agreement or otherwise.
- 12.2 For the avoidance of doubt, any such dividend may be paid *pari passu* on each class of the shares as if the same constituted one class of share, or the

Directors may at any time resolve to declare and distribute a dividend on one class of the shares and not on one or other class.

13. SHARE TRANSFERS

- 13.1 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, with the prior written consent of all other Shareholders, and in accordance with the provisions of these Articles and the Shareholders Agreement.
- 13.2 Except for transfers to which all other Shareholders give their prior written consent, no Shareholder shall transfer any shares unless he transfers all (and not some only) of the shares held by him.
- 13.3 A Shareholder (**Seller**) wishing to transfer shares in the capital of the Company (**Sale Shares**) shall give notice in writing (**Transfer Notice**) to Holdings 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 Sale Price.
- 13.4 Once given the Seller shall not be entitled to revoke the Transfer Notice unless Holdings agrees.
- 13.5 Within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice Holdings 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.
- 13.6 Alternatively, within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice, Holdings shall be entitled (but not obliged) to give notice in writing to the Seller stating that some or all of the Sale Shares are to be allocated for purchase by the Company at the Sale Price.
- 13.7 Alternatively, within 20 Business Days of receipt (or deemed receipt) of a Transfer Notice, Holdings may elect to purchase the Sale Shares together with the Shares held by each of the remaining Shareholders of the Company (**Continuing Shareholders**) via a new company controlled by Holdings and the Continuing Shareholders (**Newco**) to enable external finance to be obtained to fund such purchase, in which case each of the Shareholders undertake to work with each other in good faith so as to procure that the Seller has the opportunity to sell the Sale Shares in such manner if possible and in a tax efficient manner for both the Seller, the Company and Holdings.

- 13.8 In relation to any Sale Shares not accepted by Holdings under Article 13.5 and/or purchased by the Company in accordance with Article 13.6 and/or not purchased by a Newco in accordance with Article 13.7, the Seller shall be entitled to serve a Transfer Notice on any Continuing Shareholders for purchase at the Sale Price on a pro rata basis between them and the provisions of Articles 13.5 to 13.7 inclusive shall then apply as if reference in those Articles to "Holdings" were references to the Continuing Shareholders.
- 13.9 In relation to any Sale Shares not accepted by the Continuing Shareholders under Article 13.8 above:-
- (a) 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; and
 - (b) the Directors may, as a condition to the registration of any transfer of shares in the Company require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Shareholders' Agreement (or any similar document in force between the Shareholders at the time) in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this Article 13.9, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

14. EVENTS OF DEFAULT

- 14.1 A Shareholder who is an individual is deemed to have served a Transfer Notice under Article 13.3 immediately before any of the following events of default:
- (a) a petition is presented, or an order is made, for the Shareholder's bankruptcy;
 - (b) an application to the court is made under section 253 of the Insolvency Act 1986 where the Shareholder intends to make a proposal to his creditors for a voluntary arrangement;
 - (c) the Shareholder makes an individual voluntary arrangement with his creditors on agreed terms pursuant to section 263A of the Insolvency Act 1986;
 - (d) the Shareholder convenes a meeting of his creditors or takes any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally;
 - (e) the Shareholder is unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986;

- (f) any encumbrancer takes possession of, or a receiver is appointed over or in relation to, all or any material part of the Shareholder's assets;
- (g) the happening in relation to a Shareholder of any event analogous to any of the above in any jurisdiction in which he is resident, carries on business or has assets;
- (h) the Shareholder dies unless the provisions of a Cross Option Agreement apply in such circumstances in which case the provisions of that Cross Option Agreement shall prevail, over the provisions of this article 14;
- (i) the Shareholder ceases to be employed as an employee and/or Director by the Company;
- (j) the Shareholder is unable to perform his duties to the Company as a Director and/or employee for a period in excess of 24 months due to illness or incapacity or such other similar cause;
- (k) the Shareholder has a disqualification order made against him under the Company Directors Disqualification Act 1986;
- (l) the court has made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005; or
- (m) the Shareholder commits a material or persistent breach of the Shareholders Agreement which if capable of remedy has not been so remedied within 20 Business Days of the other Shareholders requiring such remedy.

14.2 The deemed Transfer Notice has the same effect as a Transfer Notice, except that:

- (a) the deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer;
- (b) if neither Holdings, nor the Continuing Shareholders accept the offer of Shares comprised in the deemed Transfer Notice in full, and/or such Shares have not been purchased back by the Company in accordance with Article 13.7 then unless each of the shareholders agree otherwise the Seller does not have the right to sell the Shares to a third party and the Company shall be wound up forthwith upon all of the Continuing Shareholders giving notice in writing to the Company within twenty Business Days from the delivery of the deemed Transfer Notice or written notice of the Fair Value, whichever is the later.

14.3 In this Article the Sale Price of the shares to be sold in the Company shall be the proportionate part of the Valuation as certified by the Valuers. The Valuers shall take into account any assumptions, formula or calculation set out in the Shareholders Agreement (or any document which has superseded

the Shareholders Agreement and is binding upon each of the Shareholders of the Company at the date of the Transfer Notice or deemed Transfer Notice) in preparing each Valuation.

- 14.4 The Sale Price for a Good Leaver shall be the price per Sale Share calculated by reference to the relevant Valuation in accordance with article 14.3 above.
- 14.5 The Sale Price for a Seller who is a Bad Leaver shall be discounted to the price paid for such shares.
- 14.6 The Valuers shall be requested to determine the Sale Price within 30 Business Days of the service of a Transfer Notice and to notify the Shareholders in writing of his determination.
- 14.7 Subject to any confidentiality provisions, the Valuers may have access to all accounting records and other relevant documents of the Company.
- 14.8 The Valuers' determination shall be final and binding on the Shareholders (in the absence of fraud or manifest error).
- 14.9 If the Seller fails to complete the transfer of Shares as required under this Article, the Company:
 - (a) is irrevocably authorised to appoint any person as agent to transfer the Shares on the Seller's behalf and to do anything else that the Buyer may reasonably require to complete the sale; and
 - (b) may receive the purchase price in trust for the Seller, giving a receipt that shall discharge the Buyer.

15. TAG ALONG

- 15.1 Except in the case of transfers pursuant to Article 14 – Events of Defaults, and after going through the pre-emption procedure set out in Article 13 – Transfer of Shares, the provisions of Articles 15.2 to 15.6 shall apply if, in one or a series of related transactions, the holders of a majority of the issued shares in the capital of the Company (of whatever class) (**Sellers**) propose to transfer any of their shares to a third party purchaser (**Buyer**) which would, if carried out, result in a Change of Control of the Company (**Proposed Transfer**).
- 15.2 Before making a Proposed Transfer, the Sellers shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per share that is at least equal to the highest price per share offered or paid by the Buyer, or any

person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the six months preceding the date of the Proposed Transfer (**Specified Price**).

- 15.3 The Offer shall be given by written notice (**Offer Notice**), at least 20 Business Days (**Offer Period**) before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the purchase price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of shares proposed to be purchased by the Buyer (**Offer Shares**).
- 15.4 If the Buyer fails to make the Offer to all the persons listed in Article 15.2 in accordance with Article 15.2 and Article 15.3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of shares effected in accordance with the Proposed Transfer.
- 15.5 If the Offer is accepted by any other Shareholder (**Accepting Shareholder**) in writing within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by such Shareholders.
- 15.6 The Proposed Transfer is subject to the rights of pre-emption set out in Article 13, but the purchase of the Offer Shares shall not be subject to those provisions.

16. DRAG ALONG

- 16.1 If the holders of all of the "A" Shares in issue for the time being (**Sellers**) wish to transfer all of their interest (but not some only) in their "A" Shares to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Sellers may require the other Shareholders (**Called Shareholders**) to sell and transfer all of their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (**Drag Along Option**).
- 16.2 The Sellers may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of their shares to the Proposed Buyer. The Drag Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all of their Called Shares pursuant to this Article 16;
 - (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 at least equal to the price per share offered by the Proposed Buyer for the shares; and
 - (d) the proposed date of the transfer.
- 16.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Sellers have not sold the shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Seller may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 16.4 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this Article 16.
- 16.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the shares unless:
 - (a) the Seller and the Called Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by them; 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 20th Business Day after service of the Drag Along Notice.
- 16.6 The proposed sale of the shares by the Seller to the Proposed Buyer is subject to the rights of pre-emption set out in Article 13, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 16.7 Within 20 Business Days of the Seller serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver a stock transfer form for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company. On the expiration of that 10 Business Day period, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to Article 16.2(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 in trust for the Called Shareholders without any obligation to pay interest.

16.8 To the extent that the Proposed Buyer has not, on the expiration of the 10 Business Day period referred to in Article 16.7, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholder shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholder shall have no further rights or obligations under this Article 16 in respect of their shares.

16.9 If the Called Shareholders do not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by them, the Called Shareholders shall be deemed to have irrevocably appointed any person nominated for the purpose by the Seller to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 16.9.

17. ISSUE OF SHARES

17.1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) every Shareholder for the time being has consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee.

17.2 Except with the unanimous consent of all Shareholders, all shares for the time being shall consist of further "A" Shares, "B" Shares, "C" Shares, "D" Shares and "E" Shares and shall be offered in the first instance for subscription to the existing holders of the "A" Shares, "B" Shares, the "C" Shares, "D" Shares and "E" Shares pro rata (as nearly as maybe) to their existing holdings of such shares.

17.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every Shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

DECISION MAKING BY SHAREHOLDERS

18. QUORUM FOR GENERAL MEETINGS

- 18.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two of the Shareholders present in person or by proxy provided that one Shareholder holding "A" Shares and one Shareholder holding "B" Shares are present.
- 18.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

19. POLL VOTES

- 19.1 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.
- 19.2 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.

20. PROXIES

- 20.1 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".
- 20.2 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

21. MEANS OF COMMUNICATION TO BE USED

- 21.1 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); and

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address.

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

- 21.2 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.