Company number 11489158

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

Of

SIRIUS A CORPORATION (Company)

WRITTEN RESOLUTION

Passed on: 3 October 2018

The following resolutions were duly passed as special resolutions on 3 October 2018 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTIONS

1. Adoption of new articles of association

THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

2. Re-classifying shares

THAT the 2 issued ordinary share of £1 each in the capital of the Company at the date hereof be hereby designated as 2 B Ordinary Shares of £1 each.

3. Authority to allot

THAT, subject to the passing of resolution 1, in accordance with section 551 of the Companies Act 2006, the director of the Company be generally and unconditionally authorised to allot A Ordinary Shares in the Company up to an aggregate nominal amount of £45,000 and B Ordinary Shares in the Company up to an aggregate nominal amount of £44,998 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 31 October 2018.

This authority is in substitution for all previous authorities conferred on the Directors.
4. Disapplication of pre-emption rights

THAT, subject to the passing of resolution 3 and in accordance with section 570 of the 2006 Act, the director be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by resolution 3, as if section 561(1) of the 2006 Act did not apply to any such allotment.

Signed by

[Signature]

Director
SIRIUS A CORPORATION LIMITED

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

HIGGS & SONS SOLICITORS
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Company number 11489158

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SIRIUS A CORPORATION LIMITED

(Adopted by special resolution passed on 2018)

INTRODUCTION

1. Interpretation

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

**A Ordinary Shares:** the A ordinary shares of £1.00 each in the capital of the Company.

**A Shareholder:** a Shareholder holding A Ordinary Shares.

**A Shareholder Consent:** the prior written consent of the A Shareholder(s).

**Act:** the Companies Act 2006.

**acting in concert:** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended).

**Adoption Date:** the date of adoption of these Articles.

**Articles:** 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 Ordinary Shares:** the B ordinary shares of £1.00 each in the capital of the Company.

**B Shareholder:** a Shareholder holding B Ordinary Shares.

**Bad Leaver:** a Departing Employee Shareholder who is not a
Good Leaver;

**Bankruptcy Event:** a bankruptcy petition being presented for the bankruptcy of a B Shareholder, or an arrangement or composition being proposed with any of his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Company:** means Sirius A Corporation Limited (company number 11489158).

**Company’s Lien:** has the meaning given to it in Article 27.1.

**Connected:** has the meaning given in section 252 of the Act.

**Controlling Interest:** an interest in Ordinary Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.

**Conversion Event:** the conversion of any B Ordinary Shares into Deferred Shares in accordance with the Shareholders’ Agreement.

**Deferred Shares:** the deferred shares of £1.00 each in the capital of the Company.

**Deemed Transfer Notice:** a Transfer Notice which is deemed to have been served by any of the provisions of these Articles.

**Departing Employee Shareholder:** an B Shareholder who ceases to be a director and/or employee of any Group Company (other than by reason of death).

**Directors:** the directors of the Company from time to time.

**Disposal:** the disposal by the Company of all, or a substantial part of, its business and assets.

**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).

**Exit:**

a Share Sale, a Disposal or a Listing.

**Fair Value:**

has the meaning given in Article 20.2.

**Family Trust:**

as regards any particular Shareholder who is an individual (or deceased or former Shareholder who is an individual) any trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Ordinary Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons).

**Financial Year:**

an accounting reference period (as defined in section 391 of the Act) of the Company.

**First Offer Shareholders:**

in respect of:

(a) an offer of A Ordinary Shares, the holders of A Ordinary Shares; and

(b) an offer of B Ordinary Shares, the holders of B Ordinary Shares.

**Group:**

the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company from time to time and **Group Company:** shall be construed accordingly.

**Good Leaver:**

a B Shareholder who becomes a Departing
Employee Shareholder by reason of that B Shareholder's:

(a) permanent disability or permanent incapacity through ill-health; or

(b) dismissal by the relevant Group 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.

holding company: has the meaning given in Article 1.11.

Independent Expert: the accountants or auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert within 5 Business Days of the expiry of the period referred to in Article 20.1, 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).

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

Lien Enforcement Notice: means a notice in writing which complies with the requirements of Article 28.2.

Listing: the successful application and admission of all or any of the Shares, or securities representing such Shares (including American depositary receipts, American depositary shares and/or other instruments) to the Official List of the Financial Conduct Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000).

Member of the Same as regards any company, a company which is from time to time a holding company or a subsidiary of
Group: that company or a subsidiary of any such holding company.

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date.

Ordinary Shares: the A Ordinary Shares and the B Ordinary Shares.

Original Shareholder: has the meaning given in Article 18.1.

Permitted Transfer: a transfer of Ordinary Shares made in accordance with Article 18.

Permitted Transferee: in relation to a Shareholder: any of Privileged Relations or the trustee(s) of a Family Trust.

Privileged Relation: in relation to a Shareholder who is an individual (or a deceased or former Shareholder who is an individual) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue).

Relevant Securities: any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date, other than:

(a) the grant of any options under a Share Option Plan (and the issue of Shares on the exercise of any such options);

(b) any Shares or other securities issued by the Company in order for the Company to comply with its obligations under these Articles and/or the Shareholders’ Agreement; and

(c) any Shares or other securities issued in consideration of the acquisition by the Company of any company or business which has been approved by A Shareholder Consent.

Repayment Date: has the meaning given in the Shareholders’ Agreement.
**Sale Proceeds:** means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Ordinary Shares under a Share Sale (less any reasonable and properly incurred fees and expenses payable by the selling Shareholders under that Share Sale).

**Sale Shares:** has the meaning given in Article 19.2.1.

**Seller:** has the meaning given in Article 19.2.

**Sellers’ Director:** has the meaning given in the Shareholders’ Agreement.

**Share Option Scheme:** any share option scheme of the Company.

**Share Sale:** the sale of (or the grant of a right to acquire or to dispose of) any Ordinary Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the Shareholders and their respective shareholdings in the Company immediately before the sale.

**Shareholders’ Agreement:** the investment and shareholder agreement dated on or around the Adoption Date between, amongst others, the Company and the Shareholders (as the same may have been varied, supplemented, adhered to or superseded in accordance with its terms for the time being).

**Shareholder:** a holder for the time being of any Ordinary Share or Ordinary Shares, but excluding any member holding Shares in treasury.

**Shares:** the A Ordinary Shares, the B Ordinary Shares and the Deferred Shares from time to time.

**subsidiary:** has the meaning given in Article 1.11.
Termination Date: (a) where employment ceases by virtue of notice
given by the employer to the B Shareholder, the
date on which such notice expires;

(b) where a 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 B Shareholder concerned is a director
but not an employee, the date on which his
service agreement (or other terms of
appointment) with the relevant Group Company
is terminated; or

(d) in any other case, the date on which the
employment or holding of office is terminated.

Tranche 1 Loan Note: has the meaning given in the Shareholders’
Agreement.

Tranche 2 Loan Note: has the meaning given in the Shareholders’
Agreement.

Tranche 1 Loan Note Instrument: has the meaning given in the Shareholders’
Agreement.

Tranche 2 Loan Note Instrument: has the meaning given in the Shareholders’
Agreement.

Transfer Notice: has the meaning given in Article 19.2.

Transfer Price: has the meaning given in Article 20.

Trigger Event: has the meaning given in the Shareholders’
Agreement.

Writing or written: the representation or reproduction of words,
symbols or other information in a visible form by
any method or combination of methods, whether
sent or supplied in electronic form or otherwise,
save that, in relation to a Transfer Notice (or
Deemed Transfer Notice), "writing" or "written"
shall not include the sending or supply of notices,
documents or information in electronic form (other
than by fax).

1.2 Headings in these Articles shall not affect the interpretation of these Articles.
1.3 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).

1.6 A reference in these Articles to:

1.6.1 an Article is a reference to the relevant numbered article of these Articles; and

1.6.2 a model article is a reference to the relevant article,

unless expressly provided otherwise.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force on the Adoption Date. A reference to a statute or statutory provision shall include all subordinate legislation made as at the Adoption Date under that statute or statutory provision.

1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.10 A reference in these Articles to a holder, or the holder(s), of Shares, Shares or any class of Shares as the case may be shall, in each case, be deemed to exclude any member holding Shares in treasury.

1.11 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:

1.11.1 another person (or its nominee), by way of security or in connection with the taking of security; or

1.11.2 its nominee.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the
members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

2. **Adoption of the Model Articles**

2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Model articles 7, 8, 9(1), 11(2) and (3), 12, 13, 14(1) to (4) (inclusive), 16, 22, 26(5), 38, 39, 44(2), 49, 50 and 51 to 53 (inclusive) shall not apply to the Company.

2.3 Model article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".

2.4 In model article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

2.5 Model article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

**DIRECTORS**

3. **Number of Directors**

Unless otherwise determined by ordinary resolution, the number of Directors shall not exceed four but shall not be less than two.

4. **Proceedings of Directors**

4.1 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 4.2 (subject to Article 4.3 and Article 4.4). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.

4.2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
4.3 A decision taken in accordance with Article 4.2 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.

4.4 A decision may not be taken in accordance with Article 4.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 4.7 and Article 4.9.

4.5 Model articles 5(1) to (3) (inclusive) and 6(2) shall be modified by the insertion of the words "(acting with A Shareholder Consent)" following each reference to "the directors" in such model articles.

4.6 Any Director may call a meeting of the Directors, or authorise the company secretary (if any) to give such notice.

4.7 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be two Eligible Directors.

4.8 If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine.

4.9 For the purposes of any meeting (or part of a meeting) held pursuant to Article 7 to authorise a Conflict (as defined in Article 7.1), 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.

4.10 If the number of Directors in office for the time being is less than two, the Directors in office must not take any decision other than a decision to:

4.10.1 appoint further Directors; or

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

4.11 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman of the meeting shall not have a second or casting vote.

4.12 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.

4.13 The Directors (acting with A Shareholder Consent) may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

5. Appointment and Removal of Directors

5.1 Model article 17(1) shall be modified by the inclusion, at the end of that model article, of the words "provided that the appointment does not cause the number
of Directors to exceed the maximum number set out in Article 4.1 of these Articles".

5.2 Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director (save in the case of a Sellers' Director):

5.2.1 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director;

5.2.2 a majority of the other Directors resolve that he cease to be a Director; and

5.2.3 in the case of an executive Director only, he shall cease to be employed by the Company or other Group Company (as appropriate) and does not continue as an employee of any other Group Company.

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 Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

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

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

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

6.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

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

7. Directors' Conflicts

7.1 The Directors may, in accordance with the requirements set out in this article 7, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict).

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

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

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

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

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

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

7.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;

7.3.3 subject to A Shareholder Consent, 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, notwithstanding his office, may be a Director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 7.1 shall be necessary in respect of any such interest.

7.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8. Secretary

The Directors may (with A Shareholder Consent) 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 AND DISTRIBUTIONS

9. Share capital generally

9.1 Except as otherwise provided in these Articles, the A Ordinary Shares, the B Ordinary Shares and the Deferred Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
9.2 Pursuant and subject to the terms of the Shareholders' Agreement certain of the B Shares shall convert to Deferred Shares on the occurrence of a Trigger Event.

9.3 On the transfer of any Share as permitted by these Articles:

9.3.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and

9.3.2 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.

10. Voting Rights

10.1 Subject to the remaining provisions of this Article 10 (and in particular subject to Article 10.4) the A Ordinary Shares and the B Ordinary Shares shall carry the right to vote and receive notice of and attend at, general meetings of the Company. Subject to Article 10.2, each A Ordinary Share and each B Ordinary Share shall carry one vote per Share.

10.2 On and after the Repayment Date, and subject to no Conversion Event having occurred, the Ordinary Shares shall confer on the relevant Shareholders such number of votes on the following basis:

<table>
<thead>
<tr>
<th>Class of Share</th>
<th>% of the number of votes cast on any resolution of the Company in aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Ordinary Shares</td>
<td>10</td>
</tr>
<tr>
<td>B Ordinary Shares</td>
<td>90</td>
</tr>
</tbody>
</table>

10.3 The Deferred Shares shall not carry the right to vote and do not entitle the holders to receive notice of, or attend at, general meetings of the Company and shall not be entitled to vote on any written resolution of the Company.

10.4 The voting rights conferred on the holders of the A Ordinary Shares in aggregate pursuant to this Article 10 shall be restricted to the lower of (i) 45% of the voting rights attaching to all Shares in the capital of the Company and (ii) the votes allocated to the A Ordinary Shares pursuant to Article 10.1 or Article 10.2 (as the case may be).

11. Dividends

11.1 The Company shall not declare or pay any dividends until on or after the Repayment Date (unless the holders of the A Ordinary Shares otherwise consent in writing).
11.2 Subject to article 11.1, and subject to no Conversion Event having occurred, any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Ordinary Shares on the following basis:

<table>
<thead>
<tr>
<th>Class of Share</th>
<th>% of dividends in aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Ordinary Shares</td>
<td>10</td>
</tr>
<tr>
<td>B Ordinary Shares</td>
<td>90</td>
</tr>
</tbody>
</table>

11.3 All dividends are expressed net and shall be paid in cash.

11.4 Subject to Article 11.1, Article 11.2 and the Act, the Directors may pay interim dividends provided that the Available Profits of the Company justify the payment.

11.5 The Company shall procure that the profits of any other Group Company available for distribution shall from time to time (and to the extent lawful), be paid by way of dividend to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company) to the extent necessary to permit lawful and prompt payment by the Company of dividends.

11.6 Notwithstanding any other provision of this Article 0, no dividend may be paid to the Company in respect of any Shares held in treasury.

11.7 The Deferred Shares shall not entitle the holders of the Deferred Shares to any dividend or other distribution in respect of those Deferred Shares.

12. Liquidation Preference

12.1 Other than a Share Sale, on a return of assets on liquidation, capital reduction or otherwise (other than a conversion or purchase of Shares), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

12.1.1 first, in paying to the Shareholders in respect of each Ordinary Share held any arrears and accruals of dividend in respect of that Ordinary Share and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Ordinary Shares pro rata to the aggregate amounts due under this Article 12.1.1 to each such Ordinary Share held; and

12.1.2 thereafter, subject to Article 12.1.3, where the return of assets contemplated in Article 12.1.1 occurs:

(a) up to but not including the Repayment Date, in distributing the balance among the Shareholders pro rata to the number of
Ordinary Shares held, as if they all constituted shares of the same class;

(b) on and after the Repayment Date, in distributing the balance among the holders of the Ordinary Shares on the basis set out in Article 14.1.2:

12.1.3 the holders of the Deferred Shares shall first be entitled to a payment equal to £1.00 in aggregate (which payment shall be deemed to have been satisfied by payment to any holder of Deferred Shares).

13. Notification obligations of a Disposal or Share Sale

13.1 The B Shareholders shall promptly and in event within 5 Business Days notify the holders of the A Ordinary Shares in writing if, at any time there is an indication of interest, proposal or enquiry concerning a:

13.1.1 Disposal;

13.1.2 disposal of by any Group Company of all or a substantial part of that Group’s Company’s business and assets;

13.1.3 Listing;

13.1.4 Share Sale; or

13.1.5 the sale of (or the grant of a right to acquire or to dispose of) any shares of any Group Company (in one transaction or as a series of transactions) which would, if completed, result in the buyer of the shares of any Group Company (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest in any Group Company, except where the identities of the shareholders in the buyer and the proportion of shares of the buyer held by each of them following completion of the sale are the same as the identities of the Shareholders and their respective shareholdings in the Company immediately before the sale.


14.1 On a Share Sale, the Sale Proceeds shall be distributed in the following order of priority:

14.1.1 first, in paying to the holders of the Ordinary Shares a sum equal to any arrears and accruals of dividend in respect of that Ordinary Share and, if there is a shortfall of assets remaining to satisfy such payments in full, the proceeds shall be distributed to the holders of the Ordinary Shares pro rata to the aggregate amounts due under this Article 14.1.1 to each such Share held;

14.1.2 thereafter to the holders of the Ordinary Shares and apportioned between them as follows:
<table>
<thead>
<tr>
<th>(1) Principal amount of Tranche 1 Loan Notes redeemed by the Company (£)</th>
<th>(2) Percentage (%) of proceeds payable to the A Shareholders</th>
<th>(3) Percentage (%) of proceeds payable to the B Shareholders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil to £499,999.99</td>
<td>70</td>
<td>30</td>
</tr>
<tr>
<td>500,000.00 to 999,999.99</td>
<td>65</td>
<td>35</td>
</tr>
<tr>
<td>1,000,000.00 to 1,499,999.99</td>
<td>60</td>
<td>40</td>
</tr>
<tr>
<td>1,500,000.00 to 1,999,999.99</td>
<td>55</td>
<td>45</td>
</tr>
<tr>
<td>2,000,000.00 to 2,499,999.99</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>2,500,000 but less than payment in full</td>
<td>45</td>
<td>55</td>
</tr>
<tr>
<td>In full</td>
<td>10</td>
<td>90</td>
</tr>
</tbody>
</table>

14.2 The Directors shall not register any transfer of Shares if the Sale Proceeds are not distributed in that manner (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

14.2.1 the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in Article 14; and

14.2.2 each Shareholder and holder of Deferred Shares shall take any action (to the extent lawful and within his or its control) required by any Shareholder and holder of Deferred Shares to ensure that the balance of the Sale Proceeds are distributed in the order of priority set out in Article 14.1.

14.3 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 12, provided always that if it is not lawful for the Company to distribute its surplus assets in
accordance with the provisions of these Articles, each Shareholder and holder of Deferred Shares shall (to the extent lawful) take any action required by any holder of A Ordinary Shares (including, but without prejudice to the generality of this Article 14.3, such action as may be necessary to put the Company into voluntary liquidation so that Article 12 applies).

14.4 In the event of an Exit approved by the holders of the A Ordinary Shares ("Proposed Exit"), all Shareholders and holders of Deferred Shares shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit. The Shareholders and holders of Deferred Shares shall be required to take all lawful actions with respect to the Proposed Exit as are required by the holders of the A Ordinary Shares to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article 14.4:

14.4.1 the Company shall be constituted the agent and/or attorney of each defaulting Shareholder and holder of Deferred Shares for taking such actions as are necessary to effect the Proposed Exit;

14.4.2 the holders of the A Ordinary Shares may authorise an officer of the Company or a Shareholder to execute and deliver on behalf of such defaulting Shareholder and holder of Deferred Shares all or any necessary documents; and

14.4.3 the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders and holder of Deferred Shares (without any obligation to pay interest).

15. Variation of Class Rights

15.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the unanimous consent in writing of the Shareholders.

15.2 Without prejudice to the generality of Article 15.1, the rights attaching to the Shares shall be deemed to be varied by the occurrence of any of the following events:

15.2.1 the amendment or repeal of any provision of, or addition of any provision to, the constitution of any Group Company;

15.2.2 the alteration in any manner (including, without limitation, by an increase, reduction, sub-division, consolidation, re-classification or a change in any of the rights attached) of any of the issued share capital or other securities of any Group Company or the creation by any Group Company of any shares or other securities (save as expressly provided otherwise in these Articles);
15.2.3 the grant of any option, warrant or other right to acquire or subscribe for shares in or other securities of any Group Company (whether or not pursuant to a Share Option Scheme);

15.2.4 the approval of any merger, liquidation, dissolution or acquisition of any Group Company or the sale of all or any part of the business, undertaking or assets of any Group Company;

15.2.5 the purchase by any Group Company of any Shares or the redemption of any shares or other securities of any Group Company;

15.2.6 the acquisition by any Group Company of any shares or other securities, or any option, warrant or other right to acquire or subscribe for any of the same, in any entity (whether or not incorporated);

15.2.7 save as expressly provided otherwise in these Articles, the application by capitalisation of any sum in or towards paying up any shares or other securities of any Group Company, or any other reduction of any amount standing from time to time to the credit of the share premium account or capital redemption reserve of any Group Company;

15.2.8 the entering into by any Group Company of a voluntary winding up;

15.2.9 the transferring of any profits to reserves or otherwise (save in the ordinary course of business) and the taking of any action (excluding payment of dividends) which will raise or may reduce the amount of the profits of any Group Company available for distribution;

15.2.10 the appointment or removal of any director of any Group Company;

15.2.11 the redenomination of any of the issued share capital of any Group Company; and

15.2.12 any Group Company incurring any obligation (whether or not conditional) to do any of the foregoing.

15.3 Notwithstanding any other provision of this Article 15, the consent of the holders of the Deferred Shares shall not be required to any variation or abrogation of the rights attaching to the shares in the capital of the Company (including, without limitation, any variation of abrogation of the rights attaching to the Deferred Shares).

16. **Pre-emption Rights on the Issue of ‘Sweet Equity’**

16.1 Save with unanimous Shareholder consent or otherwise authorised by these Articles, the Directors shall not, exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

16.2 The Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to offer or allot B
Ordinary Shares to any person, at any time and subject to any terms and conditions as the Directors think proper, provided that this authority:

16.2.1 shall be limited to a maximum nominal amount of £10,000 of B Ordinary Shares;

16.2.2 may only be exercised for a period of five years from the Adoption Date save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

16.3 The Shareholders waive any rights of pre-emption whether under these Articles, any Shareholder Agreement or otherwise in relation to the proposed allotment and issue of shares in accordance with Article 16.2.

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

16.5 If the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Ordinary Shares (each an Offeree) on a pari passu basis (as if they constituted Shares of the same class) and in the respective proportions that the number of Ordinary Shares held by each such holder bears to the total number of Ordinary Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person.

16.6 An offer made under Article 16.5 shall:

16.6.1 be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered;

16.6.2 remain open for a period of at least 15 Business Days from the date of service of the offer; and

16.6.3 stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under Article 16.5 shall, in his acceptance, state the number of excess Relevant Securities (Excess Securities) for which he wishes to subscribe.

16.7 If, on the expiry of an offer made in accordance with Article 16.5, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree’s proportionate entitlement.
16.8 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with Article 16.5 shall be used to satisfy any requests for Excess Securities made pursuant to Article 16.6.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Ordinary Shares held by each such applicant bears to the total number of such Ordinary Shares held by all applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any Excess Securities shall, subject to Articles 16.9 and 16.10, be offered to any other person(s) as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.

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

16.10 No Shares shall be allotted to any person prior to the Repayment Date without A Shareholder Consent.

17. Transfers of Shares: General

17.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.

17.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to Article 17.5, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.

17.3 If a Shareholder and holders of Deferred Shares transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.

17.4 Any transfer of a Share by way of sale which is required to be made under Article 21, Article 22 or Article 23 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.

17.5 The Directors may (and shall, if requested by any Shareholder), as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company and the relevant Shareholders agreeing to be bound by the terms of any shareholders’ agreement (or similar document) in force between any of the Shareholders and the Company, in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). If any condition is imposed in accordance with this
Article 17.5, the transfer may not be registered unless and until that deed has been executed and delivered to the Company’s registered office by the transferee.

17.6 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:

17.6.1 it does not contain a Minimum Transfer Condition; and

17.6.2 the Seller wishes to transfer all the Shares and Deferred Shares held by him (including any Shares or Deferred Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).

17.7 Any Transfer Notice (but not an Offer Notice (as defined in Article 21) or a Drag Along Notice (as defined in Article 22)) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice.

17.8 Notwithstanding any other provision of these Articles, the Deferred Shares are not transferrable other than on an Exit or pursuant to Article 21 or Article 22, in each such case, their value shall be £1.00 in aggregate for all Deferred Shares then in issue.

18. Permitted Transfers of Shares

18.1 A Shareholder (the Original Shareholder) may transfer all or any of his or its Ordinary Shares to a Permitted Transferee with the prior written consent of the holders of the A Ordinary Shares.

18.2 Subject to Article 18.1, where Ordinary Shares are held by the trustee(s) of a Family Trust, the trustee(s) may transfer Shares to:

18.2.1 the Original Shareholder;

18.2.2 any Privileged Relation(s) of the Original Shareholder;

18.2.3 subject to Article 18.3, the trustee(s) of another Family Trust of which the Original Shareholder is the Settlor; or

18.2.4 subject to Article 18.3, to the new (or remaining) trustee(s) upon a change of trustee(s) of a Family Trust,

without any price or other restriction.

18.3 A transfer of Ordinary Shares may only be made to the trustee(s) of a Family Trust if the other Shareholders who are not the relevant Original Shareholder are satisfied (such consent not be unreasonably withheld):
18.3.1 with the terms of the trust instrument and, in particular, with the powers of the trustee(s);

18.3.2 with the identity of the proposed trustee(s);

18.3.3 that no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

18.4 If a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, the Permitted Transferee (or the transmitee(s) of any such person), shall within 3 Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of death, divorce or otherwise) either:

18.4.1 execute and deliver to the Company a transfer of the Ordinary Shares held by him to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or

18.4.2 give a Transfer Notice to the Company in accordance with Article 19, failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 18.4. This Article 18.4 shall not apply to a transmitee of a Permitted Transferee if that transmitee is also a Permitted Transferee of the Original Shareholder, to the extent that such transmitee is legally or beneficially entitled to those Ordinary Shares.

19. Pre-emption Rights on the Transfer of Shares

19.1 Except where the provisions of Article 18, Article 21, Article 22 or Article 23 apply, any transfer of Ordinary Shares by a Shareholder shall be subject to the pre-emption rights in this Article 19.

19.2 A Shareholder who wishes to transfer Ordinary Shares (a Seller) shall, before transferring or agreeing to transfer any Ordinary Shares, give notice in writing (a Transfer Notice) to the Company specifying:

19.2.1 subject to Article 17.6.2, the number of Ordinary Shares he wishes to transfer (Sale Shares);

19.2.2 the name of the proposed transferee, if any;

19.2.3 the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the Proposed Sale Price); and

19.2.4 subject to Article 17.6.1, whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a Minimum Transfer Condition).

19.3 Except in the case of a Deemed Transfer Notice (which may not be withdrawn), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value less than the Proposed Sale Price the Seller may, within 5 Business Days of receipt of notification of the Fair Value,
withdraw the Transfer Notice. Otherwise, a Transfer Notice may only be withdrawn with the prior written consent of the holders of the A Ordinary Shares.

19.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

19.5 As soon as practicable following the later of:

19.5.1 receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and

19.5.2 the determination of the Transfer Price,

the Directors shall (unless the Transfer Notice is withdrawn in accordance with Article 19.3) offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 19 at the Transfer Price. Each offer shall be in writing and shall give details of the number and Transfer Price of the Sale Shares offered.

19.6 If the Sale Shares are A Ordinary Shares, the Company shall, offer them in the following order of priority:

19.6.1 first, to the holders of the remaining A Ordinary Shares;

19.6.2 second, to the holders of the B Ordinary Shares; and

19.6.3 third, to the Company,

in each case on the basis set out in Article 19.8 to Article 19.16 (inclusive).

19.7 If the Sale Shares are B Ordinary Shares, the Company shall, offer them in the following order of priority:

19.7.1 first, to the holders of the remaining B Ordinary Shares;

19.7.2 second, to the holders of the A Ordinary Shares; and

19.7.3 third, to the Company,

in each case on the basis set out in Article 19.8 to Article 19.16 (inclusive).

19.8 The Directors shall offer the Sale Shares in the order of priority referred to in Article 19.6 or Article 17.6 (as applicable) to the First Offer Shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the "First Offer Period") for the maximum number of Sale Shares they wish to buy.

19.9 If:

19.9.1 at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each First Offer Shareholder who has
applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares of the class being offered held by all First Offer Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors (acting with A Shareholder Consent)). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

19.9.2 not all Sale Shares are allocated following allocations in accordance with Article 19.9.1, but there are applications for Sale Shares that have not been satisfied, the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in Article 19.9.1. The procedure set out in this Article 19.9.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

19.9.3 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the First Offer Shareholders in accordance with their applications. The balance (Initial Surplus Shares) shall be dealt with in accordance with Article 19.10.

19.10 At the end of the First Offer Period, the Directors shall offer the Initial Surplus Shares (if any) to the persons specified as second in priority referred to at Article 19.6 or Article 19.7 (as applicable) (other than the Seller) (Second Offer Shareholders), inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the "Second Offer Period") for the maximum number of Initial Surplus Shares they wish to buy.

19.11 If:

19.11.1 at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the Directors shall allocate the Initial Surplus Shares to each Second Offer Shareholder who has applied for Initial Surplus Shares in the proportion which his existing holding of Shares of the class held by Second Offer Shareholders bears to the total number of Shares of the class held by all Second Offer Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors (acting with A Shareholder Consent)). No allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy;
19.11.2 not all Initial Surplus Shares are allocated following allocations in accordance with Article 19.11.1, but there are applications for Initial Surplus Shares that have not been satisfied, the Directors shall allocate the remaining Initial Surplus Shares to such applicants in accordance with the procedure set out in Article 19.11.1. The procedure set out in this Article 19.11.2 shall apply on any number of consecutive occasions until either all Initial Surplus Shares have been allocated or all applications for Initial Surplus Shares have been satisfied; and

19.11.3 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Directors shall allocate the Initial Surplus Shares to the Second Offer Shareholders in accordance with their applications. The balance (the "Second Surplus Shares") shall, subject to Article 19.12, be offered to any other person in accordance with Article 19.16.

19.12 Where the Transfer Notice contains a Minimum Transfer Condition:

19.12.1 any allocation made under Article 19.8 to Article 19.11 (inclusive) shall be conditional on the fulfilment of the Minimum Transfer Condition; and

19.12.2 if the total number of Sale Shares applied for under Article 19.8 to Article 19.11 (inclusive) is less than the number of Sale Shares, the Board shall notify the Seller and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

19.13 Where either:

19.13.1 the Transfer Notice does not contain a Minimum Transfer Condition; or

19.13.2 allocations have been made in respect of all the Sale Shares,

the Directors shall, when no further offers or allocations are required to be made under Article 19.8 to Article 19.11 (inclusive), give notice in writing of the allocations of Sale Shares (Allocation Notice) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an Applicant). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).

19.14 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

19.15 If the Seller fails to comply with Article 19.14:
19.15.1 the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent and/or attorney on behalf of the Seller:

(a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

(b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and

(c) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

19.15.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

19.16 Where a Transfer Notice lapses pursuant to Article 19.12.2 or an Allocation Notice does not relate to all the Sale Shares, then, subject to Article 19.17, the Seller may, at any time during the 10 Business Days following the date of lapse of the Transfer Notice, or the date of service of the Allocation Notice as the case may be, transfer the Sale Shares (in the case of a lapsed offer) or the Second Surplus Shares (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this Article 19.16 shall continue to be subject to any Minimum Transfer Condition.

19.17 The Seller's right to transfer Shares under Article 19.16 does not apply if the Shareholders other than holders of the same class of the Sale Shares acting unanimously reasonably consider that:

19.17.1 the transferee is a person (or a nominee for a person) whom is a competitor (or a Member of the Same Group as a competitor) of the business of any Group Company;

19.17.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or

19.17.3 the Seller has failed or refused to promptly provide information available to him and reasonably requested to enable it to form the opinion referred to in Article 19.17.2.
20. **Valuation**

20.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Directors (any Director with whom the Seller is connected not voting), acting with the prior written consent of the holders of the A Ordinary Shares, and the Seller or, in default of agreement within 5 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.

20.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:

20.2.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);

20.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

20.2.3 that the Sale Shares are capable of being transferred without restriction;

20.2.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and

20.2.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.

20.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.

20.4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.

20.5 The parties are entitled to make submissions to the Independent Expert and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.

20.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
20.7 The Independent Expert shall be requested to determine the Fair Value within 30 Business Days of its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.

20.8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs unless:

20.8.1 the Seller withdraws the relevant Transfer Notice in accordance with Article 19.3; or

20.8.2 in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Independent Expert,

in which case the Seller shall bear the cost.

21. **Mandatory Offer on Change of Control**

21.1 In the event that a proposed transfer of Shares (other than a transfer of Shares made pursuant to Article 18, Article 27 or Article 23 but after the operation of the pre-emption procedure set out in Article 19 (as applicable)), whether made as one or as a series of transactions (a "Proposed Transfer") would, if completed, result in any person other than an existing Shareholder (the "Buyer"), together with any person acting in concert with the Buyer, acquiring a Controlling Interest, the remaining provisions of this Article 21 shall apply.

21.2 The Seller shall procure that, prior to the completion of the Proposed Transfer, the Buyer shall make an offer (the "Offer") to each Shareholder and holder of Deferred Shares and, in respect of all Shares held in treasury, the Company (each an Offeree) on the date of the Offer, to buy all of the Shares held by such Offerees on the date of the Offer for a consideration in cash per Share (the "Offer Price") which is equal to the highest price per Share offered, paid or to be paid by the Buyer, or any person acting in concert with the Buyer, for any Shares in connection with the Proposed Transfer.

21.3 The Offer shall be made by notice in writing (an "Offer Notice") addressed to each Offeree on the date of the Offer at least 30 Business Days (the "Offer Period") before the date fixed for completion of the Proposed Transfer (the "Sale Date"). To the extent not described in any accompanying documents, the Offer Notice shall specify:

21.3.1 the identity of the Buyer (and any person(s) acting in concert with the Buyer);

21.3.2 the Offer Price and any other terms and conditions of the Offer;

21.3.3 the Sale Date; and
21.3.4 the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer.

21.4 The completion of the Proposed Transfer shall be conditional in all respects on:

21.4.1 the making of an Offer in accordance with this Article 21; and

21.4.2 the completion of the transfer of any Shares by any Offeree (each an "Accepting Offeree") who accepts the Offer within the Offer Period, and the Directors shall refuse to register any Proposed Transfer made in breach of this Article 21.4.

21.5 The Proposed Transfer is, but the purchase of Shares from Accepting Offerees pursuant to an Offer made under this Article 21 shall not be, subject to the pre-emption provisions of Article 19.

22. Drag Along

22.1 If Shareholders holding 75% or more of the voting rights attaching to the Ordinary Shares in issue for the time being (the "Selling Shareholders") wish to transfer all of their interest in Shares ("Sellers' Shares") to a bona fide third party purchaser (being a person that is not connected to any Shareholder) on arm's-length terms ("Proposed Buyer"), the Selling Shareholders shall have the option ("Drag Along Option") to require all the other Shareholders and holders of Deferred Shares on the date of the request, including the Company in respect of Shares held in treasury, if any ("Called Shareholders") to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 22.

22.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a "Drag Along Notice"), at any time before the completion of the transfer of the Sellers' Shares, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:

22.2.1 that the Called Shareholders are required to transfer all their Shares ("Called Shares") pursuant to this Article 22;

22.2.2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);

22.2.3 the consideration payable for the Called Shares calculated in accordance with Article 22.4;

22.2.4 the proposed date of completion of transfer of the Called Shares.

22.3 Once given, a Drag Along Notice may not be revoked. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 30 Business Days of serving the Drag Along Notice. The
Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

22.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Buyer were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 12.1.

22.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 22.

22.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

22.6.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or

22.6.2 that date is less than 30 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 60 Business Days after the date of service of the Drag Along Notice.

22.7 Within 10 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that 40 Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to Article 22.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 22.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 22.4 in trust for the Called Shareholders without any obligation to pay interest.

22.8 To the extent that the Proposed Buyer has not, on the expiration of the 10 Business Day period, put the Company in funds to pay the amounts due pursuant to Article 22.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 22 in respect of their Shares.

22.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and/or attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder)
of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 22.

22.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to a Share Option Scheme (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 22 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares. References in this Article 22.10 to a person becoming a Shareholder (or increasing an existing shareholding) shall include the Company, in respect of the acquisition of any of its own Shares.

22.11 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of Article 19.

22.12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

22.13 Notwithstanding any other provision of this Article 22, the holders of the A Ordinary Shares shall not be obliged to comply with a Drag Along Notice unless and until:

22.13.1 all arrears of dividends in respect of the A Ordinary Shares have been paid to the holders of the A Ordinary Shares in full;

22.13.2 all loan notes issued by the Company in favour of any holder of A Ordinary Shares have been redeemed in full (including (without limitation) the Tranche 1 Loan Notes and the Tranche 2 Loan Notes) and all interest, costs and penalties in relation to the same have been paid to the holders of the A Ordinary Shares in full; and

22.13.3 any other indebtedness of the Group Companies to the holders of the A Ordinary Shares (howsoever arising) has been paid and settled in full.

23. Compulsory Transfers

23.1 Any B Shareholder is deemed to have served a Transfer Notice under Article 19 immediately before any of the following events:
23.1.1 that B Shareholder’s death;
23.1.2 a Bankruptcy Event in respect of that B Shareholder;
23.1.3 that B Shareholder lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the Company or his shareholding;
23.1.4 that B Shareholder becoming a Departing Employee Shareholder; or
23.1.5 that B Shareholder committing a material or persistent breach of the Shareholders’ Agreement which, if capable of remedy, has not been so remedied within 20 Business Days of notice to remedy the breach being served by all of the A Shareholders.

23.2 A Transfer Notice deemed to have been served by a Shareholder under Article 23.1 shall immediately deem a Transfer Notice to have been served under Article 19 by any Permitted Transferee of that Shareholder in respect of all Shares held by such Permitted Transferee(s) (excluding any Shares that the Board (acting with the prior written consent of the A Shareholders) declares itself satisfied were not acquired pursuant to a Permitted Transfer by that Shareholder (or by another Permitted Transferee of that Shareholder)).

23.3 A Deemed Transfer Notice deemed to be served under Article 23.1.4 or Article 23.1.5 shall immediately and automatically revoke:

23.3.1 a Transfer Notice served by the relevant Shareholder or any of his Permitted Transferees before the occurrence of the relevant event giving rise to the Deemed Transfer Notice (excluding a Transfer Notice served by a Permitted Transferee that relates exclusively to Shares not acquired (whether directly or indirectly) pursuant to a Permitted Transfer); and

23.3.2 a Deemed Transfer Notice deemed to be served by the relevant Shareholder under any of the events set out in Article 23.1.1 to Article 23.1.3 (inclusive).

23.4 A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of Article 19 shall apply, except that:

23.4.1 the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by him (Including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Deemed Transfer Notice);

23.4.2 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares;

23.4.3 subject to Article 23.4.4, Article 23.4.5 and Article 23.4.6, the Transfer Price shall be the Fair Value of those Shares;
23.4.4 If the Seller is deemed to have given a Transfer Notice as a result of Article 23.1.4, the Transfer Price shall, where the Departing Employee is:

(a) a Bad Leaver, be restricted to a maximum of the lower of the Issue Price and the Fair Value of each such Sale Shares; and

(b) a Good Leaver, be the Fair Value of each such Sale Shares;

23.4.5 If the Seller is deemed to have given a Transfer Notice as a result of Article 23.1.5, the Transfer Price shall be restricted to a maximum of the lower of the Issue Price and the Fair Value of each such Sale Share;

23.4.6 If the Seller is deemed to have given a Transfer Notice as a result of Article 23.1.2, the Transfer Price shall be restricted to a maximum of the lower of the Issue Price and the Fair Value of each such Sale Share;

23.4.7 The Seller does not have a right to withdraw the Deemed Transfer Notice to which this Article 23 applies; and

23.4.8 the order of priority in Article 19.7 shall not apply and the Sale Shares shall instead be offered by the Company in the following order of priority:

(a) first, to the holders of the A Ordinary Shares; and

(b) second, to the Company,

in each case on the basis set out in Articles 19.8 to 19.16 (inclusive).

23.5 If the Allocation Notice(s) in respect of the Sale Shares comprised within a Deemed Transfer Notice does not relate to all the Sale Shares, the Seller does not have the right to sell the balance of the Sale Shares to a third party without the prior written consent of the A Shareholders.

23.6 All voting rights attached to the Departing Employee Shareholder’s Shares, if any, shall be suspended on the Termination Date (“Restricted Shares”). However, the holders of Restricted Shares shall have the right to receive a notice of, and to attend, all general meetings of the Company, but shall have no right to vote either in person or by proxy.

23.7 All voting rights attached to the Restricted Shares transferred under this Article 23 shall be automatically restored on completion of the transfer.

DECISION-MAKING BY SHAREHOLDERS

24. General Meetings

24.1 No business other than, subject to Article 24.2, the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is
present at the commencement of the meeting and also when that business is voted on.

24.2 The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.

25. Voting

25.1 Subject to any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

25.2 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.

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

25.4 Model article 45(1) shall be amended by:

25.4.1 the deletion of model article 45(1)(d) and its replacement 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"; and

25.4.2 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 model article.

26. Purchase of Own Shares

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

26.1.1 £15,000; and

26.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each Financial Year.

26.2 Subject to the remaining provisions of this Article 26, on a purchase of Shares in accordance with Chapter 4 of Part 18 of the Act, the Company may:
26.2.1 hold the Shares (or any of them) in treasury;

26.2.2 deal with any of the Shares, at any time, in accordance with section 727; or

26.2.3 cancel any of the Shares, at any time, in accordance with section 729 of the Act.

27. **Company's Lien Over Shares**

27.1 The Company has a lien (the **Company's Lien**) over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

27.2 The Company's Lien over a share:

27.2.1 takes priority over any third party's interest in that Share; and

27.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

27.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

28. **Enforcement of the Company's Lien**

28.1 Subject to the provisions of this Article 28, if:

28.1.1 a Lien Enforcement Notice has been given in respect of a Share; and

28.1.2 the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the Directors decide.

28.2 A Lien Enforcement Notice:

28.2.1 may only be given in respect of a Share which is subject to the Company's Lien and in respect of a sum payable to the Company for which the due date for payment has passed;

28.2.2 must specify the Share concerned;

28.2.3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

28.2.4 must be addressed either to the holder of the Share or to a transmitter of that holder; and
28.2.5 must state the Company's intention to sell the Share if the notice is not complied with.

28.3 Where Shares are sold under this Article 28:

28.3.1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and

28.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

28.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the Company's Lien) must be applied:

28.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and

28.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable by that person (or his estate or any joint holder of the shares) after the date of the Lien Enforcement Notice.

28.5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

28.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

28.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

ADMINISTRATIVE ARRANGEMENTS

29. Means of Communication to be Used

29.1 Subject to Article 29.3, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

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

29.1.2 if sent by fax, at the time of transmission; or
29.1.3 if sent by pre-paid first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or

29.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or

29.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

29.1.6 if sent or supplied by email, one hour after the notice, document or information was sent or supplied; or

29.1.7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and

29.1.8 if deemed receipt under the previous paragraphs of this Article 29.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

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

29.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or

29.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

29.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or

29.2.4 if sent by email, the notice was properly addressed and sent to the email address of the recipient.

29.3 A Transfer Notice (or Deemed Transfer Notice) may not be served or delivered in electronic form (other than by fax), or by means of a website.

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

30. **Indemnity and Insurance**

30.1 Subject to Article 30.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:
30.1.1 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:

(a) in the actual or purported execution and/or discharge of his duties, or in relation thereto

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 other Group Company's) affairs; and

30.1.2 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 30.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

30.2 This Article 30 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

30.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

30.4 In this Article 30:

30.4.1 "Relevant Loss" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company); and

30.4.2 "Relevant Officer" means any director or other officer or former director or other officer of any Group Company (including any company with 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 a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.
Commercial Property Standard Enquiries

CPSE.1 (version 3.6) General pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries (www.practicallaw.com/3-628-1672).

Particulars

Seller: Canterbury Care Homes Limited

Buyer: NYMS Services Limited

Property: Pennine Care Centre, Glossop

Development (if appropriate):

Transaction: Purchase

Seller's solicitors: Lodders Solicitors LLP

Buyer's solicitors: Adams & Remers LLP

Date: 19/02/2019

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer**: includes tenant and prospective tenant.

- **Conduits**: means the pipes, wires and cables through which utilities and other services are carried.

- **Property**: includes any part of it and all buildings and other structures on it.
• **Seller**: includes landlord and prospective landlord.

2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.

• References in these enquiries to "you" mean the Seller and to "we" and "us" mean the Buyer.

• In replies to the enquiries, references to "you" will be taken to mean the Buyer and to "we" and "us" will be taken to mean the Seller.

3. The replies are given without liability on the part of the Seller's solicitors, its members or employees.

4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.

5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.

6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.
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ENQUIRIES

1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (Boundary Features) that form the physical boundaries of the Property:
   
   (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and
   
   (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?

1.3 In relation to each of the Boundary Features:
   
   (a) have you maintained it or regarded it as your responsibility;
   
   (b) has someone else maintained it or regarded it as their responsibility; or
   
   (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

1.4 Please supply a copy of any agreement for the maintenance of any of the Boundary Features.

1.5 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections.
1.6 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

1.7 If the answer to enquiry 1.6 is "yes", please:
   (a) provide a plan showing the area occupied;
   (b) provide evidence of the basis of such occupation; and
   (c) state when such occupation commenced.

2. **PARTY WALLS**

   In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:
   
   (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;
   
   (b) supply copies of any notices, counternotices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and
   
   (c) confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements.

3. **RIGHTS BENEFITING THE PROPERTY**

3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (**Rights**)?

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:
(a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;
(b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;
(c) state to what extent any Rights are exercised, whether they are shared and if so by whom;
(d) state whether they can be terminated and, if so, by whom;
(e) state who owns and/or occupies the land over which any Rights are exercisable;
(f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;
(g) give details of any interference with any Rights, whether past, current or threatened; and
(h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

3.3 Have you (or, to your knowledge, has any predecessor in title):

(a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or
(b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

4. **ADVERSE RIGHTS AFFECTING THE PROPERTY**

4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (Adverse Rights)?

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:
(a) give full details and supply copies of all relevant documents, plans and consents;
(b) state to what extent any Adverse Rights have been exercised;
(c) state who has the benefit of any Adverse Rights;
(d) state whether any Adverse Rights can be terminated and, if so, by whom;
(e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and
(f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:
   (a) is the Property "access land" within the meaning of section 1(1) of that Act;
   (b) if the answer to 4.6(a) is "no", are you aware of anything that might result in the Property becoming "access land"; and
   (c) if the answer to enquiry 4.6(a) is "yes", are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?

(a)
(b)
4.7 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

5. **TITLE POLICIES**

5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

5.2 If insurance cover has been obtained, please:

(a) supply copies of all policy documents including the proposal form;

(b) confirm that the conditions of all such policies have been complied with; and

(c) give details of any claims made and supply copies of all relevant correspondence and documents.

5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

6. **ACCESS TO NEIGHBOURING LAND**

6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (1992 Act).

6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to
carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act.

7. **ACCESS TO AND FROM THE PROPERTY**

7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?

7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

8. **PHYSICAL CONDITION**

8.1 If the Property has been affected by any of the following, please supply details:

(a) structural or inherent defects;
(b) subsidence, settlement, landslip or heave;
(c) defective Conduits, fixtures, plant or equipment;
(d) rising damp, rot, any fungal or other infection or any infestation; or
(e) flooding.

8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation.

8.3 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?
8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected.

8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past?

8.8 Please identify:

(a) any buildings
(b) any extensions or major alterations to existing buildings, and
(c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies.
8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

(a) please confirm that they have been regularly tested and maintained;
(b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years;
(c) please supply a copy of the most recent maintenance report relating to each of them;
(d) please supply copies of any subsisting guarantees, warranties and insurance policies.

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that:

(a) all the terms have been complied with;
(b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and
(c) there are no apparent defects in respect of which a claim might arise under them.

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

9.3 In respect of each item listed in reply to enquiry 9.2, please:

(a) confirm that the item is included in the purchase price agreed for the Transaction;
(b) confirm that the item belongs to you free from any claim by any other party; and

(c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

10. UTILITIES AND SERVICES

10.1 Please provide

(a) details of the utilities and other services connected to or serving the Property;

(b) the name and contact details of the individual within the Seller who deals with energy supplies in relation to the Property; and

(c) confirmation that we may make contact with the person referred to in (b) above in order to obtain information about the implementation of the Carbon Reduction Commitment Energy Efficiency Scheme in relation to the Property.

10.2 In respect of each utility or service listed in reply to enquiry 10.1(a), please state:

(a) whether the connection is direct to a mains supply;

(b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;

(c) who makes the supply; and

(d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.
10.3 In the case of the electricity supply to the Property, is any meter a half hourly meter settled on the half-hourly market?

10.4 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.

10.5 Please provide details of any supply contracts and any other relevant documents.

10.6 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

11. **FIRE SAFETY AND MEANS OF ESCAPE**

In this enquiry, *Fire Safety Order 2005* means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.

11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.

11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises.

11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005.
11.4 What are the current means of escape from the Property in case of emergency?

11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

(a) provide copies of any agreements that authorise such use;
(b) confirm that all conditions in any such agreements have been complied with; and
(c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

12. PLANNING AND BUILDING REGULATIONS

12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a Consent).

12.2 In respect of any Consents disclosed, please identify:

(a) those which have been implemented and if so, indicate whether fully or partially;
(b) those which authorise existing uses and buildings; and
(c) those which have not yet been implemented but are still capable of implementation.

12.3 Please supply a copy of any of the following certificates (each a Certificate) which relate to the Property:

(a) established use certificate;
(b) certificate of lawfulness of existing use or development; and
(c) certificate of lawfulness of proposed use or development.

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them.

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:

(a) a copy of the listing particulars where available; and

(b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?
12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

12.11 Please provide details of any application for a Consent or a Certificate which:
(a) has been made but not yet decided;
(b) has been refused or withdrawn; or
(c) is the subject of an outstanding appeal.

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person.

12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value?
13. **STATUTORY AGREEMENTS AND INFRASTRUCTURE**

13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

(a) please supply details;

(b) confirm that there are no breaches of any of their terms; and

(c) confirm that there are no outstanding obligations under them.

13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid.

13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.
14. **Statutory and Other Requirements**

14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?

14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act).

14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015?

14.5 Has a Health and Safety file been prepared for the Property? If so, please:

(a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);

(b) advise when and where it can be inspected, and

(c) confirm that the original will be handed over on completion.

14.6 Have you supplied a valid Energy Performance Certificate (EPC) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom?
14.7 If you have not supplied a valid EPC for the Property, please:
   (a) tell us where a valid EPC for the Property can be inspected; or
   (b) explain why no EPC is needed.

14.8 If the Property contains any air-conditioning, please:
   (a) state when and where the latest inspection report for that air-conditioning
       system can be inspected; and
   (b) confirm that the original of that inspection report will be handed over on
       completion.

15. ENVIRONMENTAL

15.1 Please supply a copy of all environmental reports that have been prepared in relation
    to the Property or indicate where such reports may be inspected.

15.2 Please supply:
   (a) a copy of all licences and authorisations given in relation to the Property
       under environmental law and confirm that the terms of all such licences and
       authorisations have been complied with; and
   (b) details of any licences and authorisations for which application has been
       made but that have not yet been given.

15.3 What (if any) authorisations are required under environmental law for activities
    currently carried out or processes occurring at the Property, including storage of
    materials, water abstraction, discharges to sewers or controlled waters, emissions to
    air and the management of waste?

15.4 Please give details (so far as the Seller is aware) of:
   (a) past and present uses of the Property and of activities carried out there; and
the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

15.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence.

15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:
   (a) the Property; or
   (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.
16. OCCUPIERS AND EMPLOYEES

16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

16.3 If the Property is vacant, when did it become vacant?

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

(a) employed at the Property by you; or

(b) employed at the Property by someone other than you; or

(c) is otherwise working at or is providing services at or to the Property?

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

17. INSURANCE

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?
17.2 Please give details of the claims history and any outstanding claims.

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)?

17.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information:

(a) the insurer’s name and address;
(b) the policy number;
(c) the risks covered and the exclusions and the excesses payable;
(d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals’ fees, loss of rent and public liability);
(e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
(f) the current premium;
(g) the next renewal date;
(h) the name and address of the brokers; and
(i) details of any separate terrorism insurance arrangements.

17.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 17.4 up to the next renewal date following the date of the Seller’s replies to these enquiries.

17.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 17.4 void or voidable.
18. **RATES AND OTHER OUTGOINGS**

18.1 What is the rateable value of the Property?

18.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details.

18.3 Please provide copies of any communications received in connection with:
   (a) the latest rating revaluation and any returns made; and
   (b) any proposal or pending appeal.

18.4 Please give details of:
   (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
   (b) any application made for the rateable value to be revised.

18.5 In the current year what is payable in respect of the Property for:
   (a) uniform business rates; and
   (b) water rates, sewerage and drainage rates?

18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

18.7 Is the Property the subject of transitional charging arrangements? If so, please give details.
18.8 Except where apparent from the title deeds, please give details of all outgoings (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

18.9 Is the Property situated within an area subject to a Business Improvement District (BID) arrangement?

18.10 If the Property is within an area subject to a BID arrangement, please provide the following:
   (a) the name and address of the BID body;
   (b) the amount of the levy payable in respect of the Property; and
   (c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

18.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

19. NOTICES

19.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

19.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?
20. **Disputes**

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

(a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or

(b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

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21. **Community Infrastructure Levy (CIL)**

21.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")?

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21.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)?

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21.3 Are you aware of any existing or future CIL liability relating to the Property?

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21.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence.

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21.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications?
21.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so?

21.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place

(a) to prevent that person withdrawing their assumption of liability?

(b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction?

(c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer?

21.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use.

21.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is subject to CIL? If so, please provide details.

21.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced.
22. COMMONHOLD

22.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold?

22.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property?

23. STAMP DUTY LAND TAX (SDLT) ON ASSIGNMENT OF A LEASE

In this enquiry, Lease has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer").

23.1 If the grant of the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes,

(a) what was the date of the grant of the lease or substantial performance (or later transaction) for SDLT purposes?

(b) was the transaction notifiable?

(c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them;

(d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease or substantial performance.

23.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to enquiry 23.1(a):
(a) the settlement or determination of any rent reviews or any other provision for varying the rent; or

(b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to enquiry 23.1(a).

23.3 If a premium was paid for the grant of the lease or any assignment of the lease to you

(a) was the whole or any part of that premium contingent, uncertain or unascertained;

(b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and

(c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

23.4 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you, that would result in the assignment of the Lease by you being deemed to be the grant of a new Lease?

24. Deferred Payment of SDLT

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

(a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;

(b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;

(c) what is the amount of SDLT on which payment has been deferred;
25. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

25.1 Are you registered for VAT?

25.2 If so, please provide details of your VAT registration number.

25.3 If you are registered as part of a VAT group, please provide the name of the representative member.

26. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)

26.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 27 below; otherwise please answer enquiries 26.2–26.5 below.

26.2 Why do you think TOGC treatment will apply?

26.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?
26.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

26.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

(a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;
(b) the original deductible percentage;
(c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and
(d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

27. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

(a) standard-rated (if yes, please go to enquiry 28 below);
(b) exempt (if yes, please go to enquiry 29 below);
(c) zero-rated (if yes, please go to enquiry 30 below); or
(d) outside the scope of VAT (other than by reason of being a TOGC)? (if yes, please go to enquiry 31 below).

28. STANDARD-RATED SUPPLIES

28.1 Why do you think that the Transaction (or any part of it) is standard-rated?
28.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

(a) the date of the certificate of practical completion of the Property (or each relevant part);

(b) if different, the date on which it was first fully occupied; and

(c) whether the Property (or any part of it) is not yet completed.

28.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

(a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;

(b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and

(c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

28.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease?

29. **Exempt Supplies**

29.1 Why do you think the Transaction (or any part of it) will be exempt?
29.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

30. ZERO-RATED SUPPLIES

30.1 Why do you think that the Transaction (or any part of it) is zero-rated?

30.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

31. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCs)

31.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

31.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

32. CAPITAL ALLOWANCES

NOTE: In this enquiry 32 "plant and machinery fixtures" means plant and machinery fixtures at the Property

32.1 Do you hold the Property on capital account as an investor/ owner-occupier, or on revenue account as a developer/ property trader as part of your trading stock? Please specify which.

32.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 32.9 in respect of that expenditure.
32.3 If you have not pooled any expenditure on plant or machinery fixtures:
   (a) will you do so if the Buyer asks you to?
   (b) if so, by when?
   (c) if not, why not?

32.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures:
   (a) please provide the name and contact details of everyone who has owned the Property since April 2014;
   (b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 32.9 in respect of that previous owner's expenditure.

32.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost.

32.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor.

32.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a Capital Allowances Act 2001 section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes?

32.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another
type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on).

**Supplementary enquiries**

32.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please:

(a) provide a description of that fixture;
(b) state when that fixture was acquired;
(c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);
(d) state the amount of expenditure pooled in respect of that fixture; and
(e) (where enquiry 32.2 applies) confirm that you will enter into a Capital Allowances Act 2001 section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.

**OR**

(f) (where enquiry 32.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a Capital Allowances Act 2001 section 198 election and, if so, in what amount.

32.10 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 32.