

Company number 07597648

Private Company Limited by Shares

Written Resolution

of

Dawnus Southern Limited (Company)

Circulation Date 15th July 2014 (Circulation Date)



A38 *A442UASW* #103
27/03/2015
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (Act), the directors of the Company (Directors) propose that

- resolution 1 below is passed as an ordinary resolution (Ordinary Resolution), and
- resolutions 2, 3 and 4 below are passed as special resolutions (Special Resolutions)

Ordinary Resolution

1 Authority to allot

1 1 THAT, subject to the passing of Resolution 3 and Resolution 4 below, in accordance with section 551 of the Act, the directors be generally and unconditionally authorised to allot, or grant rights to subscribe for, or to convert any security into, shares the capital of the Company (Rights) up to a maximum of

1 1 1 80 A ordinary shares of £1 each (A Shares), and

1 1 2 20 C ordinary shares of £1 each (C Shares)

in excess of the 100 ordinary shares already in issue, each having the rights set out in the Articles to be adopted in Resolution 4 below, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the passing of this resolution.

1 2 This authority is in substitution for all previous authorities conferred on the directors in accordance with section 551 of the Act

Special Resolutions

2 Re-designation of share capital

2 1 THAT the 100 ordinary shares of £1 (Shares) in the capital of the Company legally and beneficially held by Dawnus Holdings Limited be hereby re-designated as 100 A Shares of £1 in the capital of the Company and have the rights set out in the Company's articles of association to be adopted in Resolution 4 (Articles)

3 Disapplication of pre-emption rights

3 1 THAT, subject to the passing of Resolution 1 and in accordance with section 570 of the Act, the directors be generally empowered to allot up to a maximum of

3 1 1 80 A ordinary shares of £1 each (A Shares), and

3 1 2 20 C ordinary shares of £1 each (C Shares)

pursuant to the authority conferred by Resolution 1, as if section 561(1) of the Act and any pre-emption rights in the Articles did not apply to any such allotment

4 Articles of association

4 1 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

Agreement

Please read the notes at the end of this document before signifying your agreement to any of the resolutions

The undersigned, a person entitled to vote on the above Resolutions on the Circulation Date, hereby irrevocably agrees to those Resolutions

Signed for and on behalf of **Dawnus
Developments Limited**



Date

15/07/14

The Companies Act 2006
Company Number: 07597648

Dawnus Southern Limited

Articles of Association

Adopted by a special resolution passed on 15 July 2014

Richard Hiscoke
Email rhiscoke@vww.co.uk
DDI 0117 314 5345
Ref rjh 2dg47 0015

 **Veale Wasbrough
Vizards**

Contents

Clause

1	Interpretation	3
2	Unanimous decisions	7
3	Calling a directors' meeting	8
4	Quorum for directors' meetings	8
5	Chairing directors meeting	8
6	Casting vote	8
7	Transactions or other arrangements with the company	8
8	Directors' conflicts of interest	9
9	Records of decisions to be kept	10
10	Number of directors	11
11	Appointment of directors	11
12	Appointment and removal of alternate directors	11
13	Rights and responsibilities of alternate directors	11
14	Termination of alternate directorship	12
15	Secretary	12
16	Classes of shares	12
17	Dividends	13
18	Capital distributions	13
19	Voting	13
20	Transfer of shares	13
21	Obligatory transfer by C Shareholder	13
22	Completion of share purchase	14
23	Drag along and tag along rights	15
24	Further issues of shares	16
25	Requisition of general meeting	16
26	Poll votes	16
27	Proxies	16
28	Means of communication to be used	17
29	Indemnity	17
30	Insurance	18

The Companies Act 2006

Private Company Limited by Shares

Articles of Association

of

Dawnus Southern Limited (company number 07597648)

(Adopted by special resolution passed on 15/07/2014)

Introduction

1 Interpretation

1.1 In these Articles, unless the context otherwise requires

A Shares: means the A ordinary shares of £1 each in the capital of the company,

A Shareholders: the registered holders of A Shares,

Act: means the Companies Act 2006,

Appointor: has the meaning given in Article 12.1;

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

Asset Sale: the sale or disposal of all or any material part of the business assets and undertakings of the Majority Shareholder or of the company (other than as part of a group reorganisation) to one or more persons in a single transaction or a series of transactions,

Bad Leaver: any C Shareholder of the company who

- (a) has a bankruptcy order being made against him, or an arrangement or composition being made with 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, or
- (b) disposes or attempts to dispose of a Share or any interest therein (or a right to receive or subscribe for Shares) in contravention of these Articles, or
- (c) is dismissed for Gross Misconduct (and such dismissal is not wrongful dismissal), or
- (d) is not a Good Leaver,

Bad Leaver Price: the price payable a Bad Leaver's Shares being in the case of C Shares, an amount equal to the price paid by the Bad Leaver at the time of his subscription for or purchase of the C Shares;

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

C Shares: the C ordinary shares of £1 each in the capital of the company,

C Shareholders: the registered holders of C Shares (but excluding the Majority Shareholder where it is also the registered holder of any C Shares);

Conflict: has the meaning given in Article 8 1;

Director Sale Shares: has the meaning given to it in Article 21 2,

Drag Along Rights: has the meaning given to it in Article 23 2 1 ;

Equity Share Dividend: has the meaning given to it in Article 17 1,

Equity Shares: the A Shares and the C Shares;

Encumbrance: means any charge, lien, equity, third party right, option, right of pre-emption or any other encumbrance, priority or security interest of whatsoever nature other than any such arising under the Articles,

Exit: means completion of the and Asset Sale, a Share Sale or a Flotation,

Flotation: the listing or dealing permission (as the case may be) which becomes effective on the date upon which either:

- (a) listing of the equity shares of the Majority Shareholder on the Official List or the Alternative Investment Market of the London Stock Exchange or ICAP Securities & Derivatives Exchange (ISDX) becomes effective; or
- (b) permission for any of equity shares of the Majority Shareholder to be dealt in on any recognised investment exchange (as defined by Section 285 of the Financial Services and Markets Act 2000) becomes effective,

Good Leaver: any C Shareholder who leaves the employment of the company as a result of:

- (a) death,
- (b) incapacity to work caused by illness or disability,
- (c) unfair or wrongful dismissal;
- (d) redundancy,
- (e) retirement at an age agreed between the individual and the directors, or
- (f) is designated by the directors, within 60 days of the date of cessation of employment, to be a Good Leaver,

Good Leaver Price: the price payable for a Good Leaver's Shares being in the case of C Shares, the transfer price agreed between the Good Leaver and the directors or, in the event that a mutually acceptable transfer price cannot be agreed within 20 business days, an amount determined in accordance with the following formula

$$P = \frac{(E \times 4.5) + (NAV \times 0.5)}{ES} \times N$$

Where.

E = The average EBITDA figure derived from the audited accounts of the Company for the last two accounting periods preceding the date of the share transfer

ES = The aggregate number of issued Equity Shares in the capital of the Company

N = The number of Equity Shares held by the Seller

NAV= The average net asset value of the Company determined by reference to the audited accounts for the last two accounting periods preceding the date of the share transfer

P = Price

Gross Misconduct: gross misconduct includes any of the following examples of behaviour by the the C Shareholder in circumstances where such behaviour would entitle the company to summarily dismiss the C Shareholder as an employee

- (a) theft or other serious dishonesty whether committed at or outside work,
- (b) conviction for an indictable criminal offence other than a minor road traffic offence,
- (c) repeated or gross acts of negligence or repeated or gross acts of rudeness to colleagues, customers or other third parties;
- (d) unauthorised absence from work for a sustained period of time,
- (e) careless or deliberate damage to the company's property,
- (f) careless or deliberate breaking of any statutory rule or regulation or the company's rules or regulations, which is capable of injuring or endangering anybody, or leaving the company open to prosecution or censure,
- (g) any conduct whether at or outside work which in the company's Disciplinary Officer's view may jeopardise the company's good reputation or profitability,
- (h) assault, fighting, harassment on any grounds and the use of offensive language,
- (i) misuse of the company's information systems, associated data, copyright, software or the telecommunications network,
- (j) work in circumstances where the director is not able to perform his job competently, or
- (k) being under the influence of drink or drugs at work in circumstances where the the C Shareholder is not able to perform his job competently,

Leaver: a Good Leaver or a Bad Leaver,

Leaver Price: means, in the case of a Good Leaver, the applicable Good Leaver Price and, in the case of a Bad Leaver, the applicable Bad Leaver Price;

Leaver's Shares: the Shares held by a Leaver,

Majority Shareholder: Dawnus Holdings Limited (company number 5265566) while it has a direct or indirect interest in any A Shares (or any successor company which holds the majority of A Shares from time to time),

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

Permitted Transfers: has the meaning given to it in Article 20.2,

Relevant Loss: means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company,

Relevant Officer: means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act, but excluding in each case any person engaged by the company (or associated company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

Selling Shareholders: has the meaning given in Article 23.1;

Share: means an A Share or a C Share,

Shareholder: an A Shareholder and a C Shareholder;

Share Sale: either

- (a) sale or disposal of a controlling interest of 50% or more in the issued share capital of the Majority Shareholder and its subsidiaries to one or more persons (other than as part of a group reorganisation) in a single transaction or a series of transactions, or
- (b) sale or disposal of the entire issued share capital of the company to one or more persons (other than as part of a group reorganisation) in a single transaction or a series of transactions

Successor: means the person appointed (if known) or to be appointed to become the Deputy Production Director or the Deputy Technical Director (as applicable) following the occurrence of a Good Leaver or Bad Leaver event in relation to the Production Director or the Technical Director (as applicable) or the relevant Deputy,

Successor Purchase Shares: has the meaning given to it in Article 21 2,

Successor's Notice: has the meaning given to it in Article 21 3,

Tag Along Rights: has the meaning given in Article 23.2.2;

Transfer Notice: has the meaning given to it in Article 21 1

1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of

1.5 1 any subordinate legislation from time to time made under it; and

- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1) and (3), 11(2) and (3), 12, 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company
- 1 9 Article 7 of the Model Articles shall be amended by
- 1 9 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1 9 2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur"
- 1 11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 11," after the word "But".
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 14 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

Directors

2 Unanimous decisions

- 2 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 2 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 2 3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting

3 Calling a directors' meeting

3 1 Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

3 2 Notice of a directors' meeting shall be given to each director in writing

4 Quorum for directors' meetings

4 1 Subject to Article 4 2 the quorum for the transaction of business at a meeting of directors is any two directors including at least one director representing the Majority Shareholder

4 2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a directors' conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such a meeting (or part of that meeting) shall be one eligible director.

4 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

4.3 1 to appoint further directors, or

4 3 2 to call a general meeting so as to enable the shareholders to appoint further directors or by ordinary resolution to reduce the number of directors required to constitute a quorum

5 Chairing directors meeting

5 1 ~~The managing director of the Majority Shareholder shall be chairman of the company –The directors may terminate the chairman's appointment at any time.~~

5.2 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of directors representing the Majority Shareholder to chair it

6 Casting vote

6 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote

7 Transactions or other arrangements with the company

7.1 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.

7 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;

7 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

- 7 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 contract or proposed contract in which he is interested,
- 7 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;
- 7 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
- 7 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8 Directors' conflicts of interest

- 8 1 The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)
- 8 2 Any authorisation under this Article 8 will be effective only if:
 - 8 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,
 - 8 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - 8 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
- 8 3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently)
 - 8 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,
 - 8 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,
 - 8 3 3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

- 8.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 8.3.5 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
 - 8.3.6 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
- 8.4 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
- 8.5 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
- 8.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

8.7 The directors shall not be in breach of the duties he owes to the Company (and shall be entitled to act and count in a quorum) notwithstanding that there may otherwise be Conflict Situation which arises from the following relationships

- 8.7.1 that the director may be an employee, consultant, director or shareholder of the Majority Shareholder or of any subsidiary of the Majority Shareholder;
- 8.7.2 that the director may be taken to have, through previous or existing dealings, a commercial relationship with the Majority Shareholder or of any subsidiary of the Majority Shareholder,
- 8.7.3 that the Director may be a director or other officer of, or be employed by, or otherwise involved in the business of other entities in which Majority Shareholder has or may have an interest from time to time,

including (without limitation) in relation to proposals for financing or otherwise promoting the business of (whether in competition with the Company or not) any such other entity

9 Records of decisions to be kept

- 9.1 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.

10 Number of directors

- 10.1 Unless otherwise determined by ordinary resolution, the maximum number of directors shall be eight

11 Appointment of directors

- 11.1 A Majority Shareholder may, on giving written notice to the company, appoint additional directors and remove any director so appointed by it
- 11.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

12 Appointment and removal of alternate directors

- 12.1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 12.1.1 exercise that director's powers, and
 - 12.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor
- 12.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors
- 12.3 The notice must
- 12.3.1 identify the proposed alternate, and
 - 12.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

13 Rights and responsibilities of alternate directors

- 13.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 13.2 Except as the Articles specify otherwise, alternate directors:
- 13.2.1 are deemed for all purposes to be directors;
 - 13.2.2 are liable for their own acts and omissions,
 - 13.2.3 are subject to the same restrictions as their appointors; and
 - 13.2.4 are not deemed to be agents of or for their appointors

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

13.3 A person who is an alternate director but not a director.

13.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

13.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

13.3.3 shall not be counted as more than one director for the purposes of Articles 13.3.1 and 13.3.2.

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

13.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

14 Termination of alternate directorship

14.1 An alternate director's appointment as an alternate terminates.

14.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

14.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

14.1.3 on the death of the alternate's appointor, or

14.1.4 when the alternate's appointor's appointment as a director terminates

15 Secretary

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

Share and share rights

16 Classes of shares

16.1 The share capital is divided into A Shares and C Shares

16.2 Except as set out in Articles 20 and 21 below, the Equity Shares shall rank equally in all respects as if they were the same class of Shares

17 Dividends

- 17 1 In paying in respect of each financial year of the company, in priority to the holders of any other class of share in the capital of the company such dividend per share (if any) as the directors acting in their absolute discretion shall think fit on the A Shares and C Shares (**Equity Share Dividend**).

18 Capital distributions

- 18 1 On an Exit the proceeds (net of any expenses payable by the company (or, if applicable, by the Majority Shareholder) in connection therewith) and on a liquidation or other return of capital the surplus assets available after payment of the company's liabilities, shall be applied as follows:

18 1 1 first in paying to the holders of Equity Shares the amounts subscribed for such shares,

18 1 2 second in distributing the balance amongst the holders of the Equity Shares and as if the same constituted one class in proportion to the amounts paid up or credited as paid up thereon respectively.

19 Voting

- 19 1 The holders of the A Shares and C Shares shall be entitled to receive notice of attend and speak and vote at all General Meetings of the company and, on a poll, a holder of A Shares and C Shares shall be entitled to one vote for each share registered in his name

20 Transfer of shares

- 20.1 The directors shall refuse to register any transfer of Shares unless such transfer is made in accordance with these Articles
- 20 2 Subject to Article 23 (Drag along and tag along rights), any transfer of Shares by a Majority Shareholder shall be permitted (**Permitted Transfers**)
- 20 3 No C Shareholder shall transfer any Shares except in accordance with Article 21 (Obligatory transfer by C Shareholder) or Article 23 (Drag along and tag along rights)

21 Obligatory transfer by C Shareholder

- 21 1 A C Shareholder will be deemed to have served a Transfer Notice immediately before he becomes a Good Leaver or a Bad Leaver, and the following provisions shall apply.
- 21 2 The deemed Transfer Notice shall be given by the company in writing to the Majority Shareholder specifying that the Majority Shareholder is entitled to purchase all the Leaver's Shares
- 21 3 Within 10 Business Days of receiving the Transfer Notice, the Majority Shareholder shall give a notice to the Majority Shareholder (**Majority Shareholder Notice**) to the company and the Leaver stating whether it:
- 21.3 1 wishes to purchase all the Leaver's Shares or
- 21.3 2 does not wish to purchase the Leaver's Shares.

21 4 If the relevant Majority Shareholder does not exercise its rights pursuant to this Article 21 to purchase the Leaver's Shares

21 4 1 the Shareholders shall, for as long as they hold Shares, procure (so far as is possible in the exercise of their rights and powers), to the extent it is legally able to do so in accordance with the Act, that the company consider the options of buying back the C Shares comprised in the Leaver's Shares at the appropriate Leaver Price, and

21 4 2 all Shareholders undertake to pass all necessary resolutions (whether of the company or the Board) in order to effect such buyback of the the C Shares, and the Shareholders shall do all such other acts and things necessary to give effect to such buyback.

22 Completion of share purchase

22 1 Completion of the sale and purchase of Shares under Article 21 (Obligatory Transfer by a C Shareholder) shall take place.

22 1 1 in the case of a Good Leaver one month following the date of agreement or determination of the Good Leaver Price or on such date as agreed between the as may be agreed between the relevant parties, and

22 1 2 in the case of a Bad Leaver - 3 months following the date upon which the Leaver became the Leaver

22.2 At such completion

22 2 1 the Leaver shall deliver, or procure that there is delivered

(a) ~~in the case of a transfer of Shares, a duly completed share transfer form~~ transferring the legal and beneficial ownership of the relevant Shares to the Majority Shareholder, together with the relevant share certificates and such other documents as the Majority Shareholder may reasonably require to show good title to the Shares, or to enable it to be registered as the holder of the Shares;

(b) in the case of a buyback of Shares, the relevant share certificates and such other documents as the company may reasonably require, and

(c) his resignation from any directorship, to take effect at completion of the sale or buyback of the Leaver's Shares,

22 2 2 in the case of a transfer to the Majority Shareholder, the Majority Shareholder shall at the option of the Majority Shareholder.

(a) deliver or procure that there is delivered to the Leaver a bankers' draft made payable to the Leaver or to his order for the Leaver Price, or

(b) pay the Leaver Price by same day electronic funds transfer to nominated account of the Leaver, or

(c) pay 1/12th of the Leaver Price (being the first instalment of up to 12 equal instalments) by either bankers' draft made payable to the Leaver or to his order or by same day electronic funds transfer to the nominated account of the Leaver, and the balance of the Leaver Price shall be paid by the Majority

Shareholder to the Leaver in up to 11 equal monthly instalments on or before the same date in each relevant month following the completion of the purchase of the Leaver's Shares,

22 2 3 In the case of a buyback the company shall, if the Leaver has any loans outstanding to the company, remit or set off (as applicable) such amount of the Leaver Price to the company to discharge the Leaver's loan, and then either

- (a) deliver or procure that there is delivered to the Leaver a bankers' draft made payable to the Leaver or to his order for balance of the Leaver Price, or
- (b) pay the balance of the Leaver Price by same day electronic funds transfer to the nominated account of the Leaver.

22 3 The Shares are sold by the Leaver with full title guarantee

22 4 If the Majority Shareholder or the company fails to pay the purchase price on the due date, without prejudice to any other remedy which the Leaver may have, the outstanding balance of the purchase price shall accrue interest at a rate equal to 2% above the base rate of Lloyds TSB Bank plc from time to time

22 5 If the Leaver fails to transfer his shares in accordance with this Article

22 5 1 the directors may receive and give a good discharge for the Leaver Price on behalf of the Leaver (but shall not be bound to earn any interest on it),

22.5.2 the Leaver, irrevocably appoints any director for the time being as agent or attorney to

- (a) execute on his behalf a transfer of the relevant Shares in favour of the Majority Shareholder or the company (as applicable),
- (b) execute such other documents and do all such other acts as may be necessary to transfer title to the relevant Shares or to effect the buyback of the Shares (as applicable), and

22 5 3 the Leaver, authorises the directors to approve registration of any such transfer and/or the subsequent cancellation of the relevant Shares (as applicable) or any other documents and to implement and to give effect to each of them

22 6 The relevant parties shall procure the registration (subject to due stamping by the Majority Shareholder or the company of the transfers or buyback of the Shares effected pursuant to this Article and each of them consents to such transfers and registrations under these Articles

23 Drag along and tag along rights

23 1 If the Majority Shareholder (Selling Shareholders) propose to effect a bona fide sale of the entire legal and beneficial interest in 51% or more of their Shares to any person other than the Shareholders or any person connected to the Shareholders (Proposed Purchaser) then the Selling Shareholders shall give 20 Business Days prior written notice before any such sale takes place (Sale Notice) of the main terms and the proposed date of the proposed sale and the proposed sale will be permitted subject to the provisions of this Article 23

23 2 After service of a Sale Notice:

23 2 1 the Selling Shareholders shall have the right (**Drag-Along Right**) exercisable on at least 15 Business Days' prior written notice before the proposed date of sale to require the other Shareholders to offer for sale all of their Shares to the Proposed Purchaser free from all Encumbrances on the proposed date of the proposed sale for in the case of Equity Shareholders, an amount equivalent to the amount per Equity Share to be paid by the Proposed Purchaser to the Selling Shareholders and subject to the same terms as the proposed sale,

23 2 2 the other Shareholders shall have the right (**Tag-Along Right**) exercisable on at least 10 days prior written notice before the proposed date of sale to require the Proposed Purchaser to offer to buy all, but not less than all, of the Shares owned by the other Shareholders free from all Encumbrances on the proposed date of the proposed sale for in the case of Equity Shareholders, an amount equivalent to the amount per Equity Share to be paid by the Proposed Purchaser to the Selling Shareholders and subject to the same terms as the proposed sale

24 Further issues of shares

24.1 The Shareholders shall, for as long as they hold Shares, procure (so far as is possible in the exercise of their voting rights and powers) that the company shall not without the prior written consent of all of the Equity Shareholders issue any Shares or issue any securities or debenture convertible into Shares or, or create any options in respect of subscriptions for Shares

Decision making by Shareholders

25 Requisition of general meeting

25.1 Where the Shareholders have requisitioned either the circulation of a written resolution or a general meeting to be convened and require a statement to be circulated, the directors may waive the requirement under sections 294 and 316 of the Act for the requisitioning Shareholders to pay the expenses of requesting the circulation of the written resolution or the circulation of the statement

26 Poll votes

26 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

26 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

27 Proxies

27 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

27 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in

their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

Administrative arrangements

28 Means of communication to be used

28 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient.

28 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

28 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

28 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

28 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

28 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

29 Indemnity

29 1 Subject to Article 29 2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled

29 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 to them, and

(b) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which

the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

29.1.2 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 29.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

29.2 This Article 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.

29.3 In this Article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

30 Insurance

30.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any Relevant Officer in respect of any Relevant Loss