

THE STATION HOTEL (NEWCASTLE) LIMITED

("the Company")

PRINT OF WRITTEN RESOLUTIONS of the Company passed on 28 November 2018 pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as special or ordinary resolutions of the Company as indicated.

ORDINARY RESOLUTION**1. REDESIGNATION OF THE EXISTING ISSUED SHARE CAPITAL**

THAT, the existing issued share capital of the Company being 100,000 ordinary shares of £1.00 each be and are hereby redesignated into the relevant share classes pursuant to the table below and having the rights and being subject to the restrictions set out in the Articles adopted pursuant to Resolution 3 below.

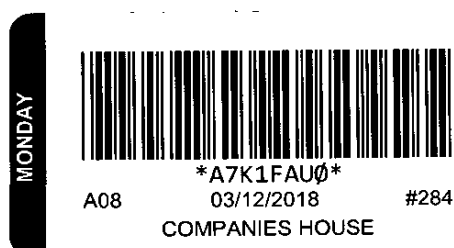
Shareholder	Existing shareholding prior to the redesignation	Shareholding following redesignation
Roshan Lal Handa	30,002 ordinary shares of £1.00 each	30,002 ordinary shares of £1.00 each
Aran Handa	34,999 ordinary shares of £1.00 each	34,999 A ordinary shares of £1.00 each
Arvan Handa	34,999 ordinary shares of £1.00 each	34,999 B ordinary shares of £1.00 each

SPECIAL RESOLUTION**2. ADOPTION OF NEW ARTICLES OF ASSOCIATION**

THAT the new articles of association which were produced to the members and attached to this resolution (which are marked "B" for identification purposes only) be and they are hereby adopted by the Company in place of the existing articles of association.



Roshan Lal Handa - Director





THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

THE STATION HOTEL (NEWCASTLE) LIMITED (CRN: 01958222)

(Adopted by special resolution passed on 28 November 2018)

IT IS AGREED THAT

1. INTERPRETATION

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

"A Shares"	the A ordinary shares of £1.00 each in the capital of the Company;
"Act"	the Companies Act 2006;
"Adoption Date"	the date of adoption of these Articles;
"appointor"	has the meaning given in Article 11.1 ;
"Articles"	the Company's articles of association for the time being in force;
"Auditors"	the auditors or reporting accountants (as the case may be) of the Company from time to time;
"B Shares"	the B ordinary shares of £1.00 each in the capital of the Company;
"Business Day"	means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business;
"Conflict"	has the meaning given in Article 7 ;
"Controlling Interest"	an interest in shares giving to the holder or holders control of the Company within the meaning of section 1122 of the Corporation Tax Act 2010;
"Director"	any director of the Company from time to time;
"Eligible Director"	a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be

- counted in respect of the particular matter);
- "Model Articles"** the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
- "Ordinary Shares"** the ordinary shares of £1.00 each in the capital of the Company;
- "Privileged Relation"** in relation to any Shareholder, any of his children and grandchildren (excluding step and adopted children and grandchildren) including any lineal descendant of such children or grandchildren;
- "Relevant Transfer"** any transfer of Shares from or to any Secured Party or any receiver (or similar officer) and any transfer of Shares executed by any such person in the name of, or on behalf of, any other person which, in each case, is made pursuant to or in accordance with the relevant security document(s), including (without limitation) any such transfer made in order to perfect any mortgage, charge or other security interest in such Shares or in exercise of any power of sale or other enforcement power;
- "Secured Party"** in respect of any Shares means any person to which such Shares have been mortgaged or charged (or in favour of which any other security interest in such Shares has been created) and any nominee, agent or trustee of or for any such person;
- "Shares"** together the Ordinary Shares, the A Shares and the B Shares; and
- "Shareholder"** a holder for the time being of any Share or Shares.
- 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 or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 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.
- 1.8 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Regulations 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Regulation 7 of the Model Articles shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.11.2 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".
- 1.12 Regulation 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.13 In Regulation 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".
- 1.14 Regulation 27(3) of the Model Articles shall be amended by the insertion of the words "subject to article 10," after the word "But".
- 1.15 In Model Article 30(4), the words "the terms on which shares are issued" shall be deleted and replaced with "the rights attached to any shares".
- 1.16 In Model Article 32(a), the words "the terms on which the share was issued" shall be deleted and replaced with "the rights attached to the share".
- 1.17 Regulation 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.18 Regulations 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

DIRECTORS

2. UNANIMOUS DECISIONS

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

3. CALLING A DIRECTORS' MEETING

Any Director may call a Directors' meeting by giving not less than 2 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice.

4. QUORUM FOR DIRECTORS' MEETINGS

Subject to **Article 9.2**, the quorum for the transaction of business at a meeting of Directors is two Directors.

5. CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting shall not have a casting vote.

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 6.1 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;
- 6.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.3 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;
- 6.4 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;
- 6.5 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

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

7. DIRECTORS' CONFLICTS OF INTEREST

- 7.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").
- 7.2 Any authorisation under this **Article 7** will be effective only if:
- 7.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles *or in such other manner as the Directors may determine*;
 - 7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other Interested Director; and
 - 7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other Interested Director's vote had not been counted.
- 7.3 Any authorisation of a Conflict under this **Article 7** may (whether at the time of giving the authorisation or subsequently):
- 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 7.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 7.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - 7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 7.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 7.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 7.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 7.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

9. NUMBER OF DIRECTORS

- 9.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than one.
- 9.2 If and for so long as there is a sole Director he shall have the authority to exercise all the powers and discretions vested in the directors generally, by these Articles, the Model Articles and the Act.

10. APPOINTMENT OF DIRECTORS

- 10.1 Subject to **Article 10.2** and without prejudice to any other power whereby Directors may be appointed and removed from office, the Shareholders of the Company who are from time to time the holders in aggregate of 51% or more of the votes exercisable at general meetings of the Company may:

10.1.1 appoint as a Director of the Company any person(s) eligible to act as such; or

10.1.2 remove from office any Director(s) of the Company however appointed.

The appointment or removal shall take effect when the notice is delivered to the registered office of the Company or is produced at a meeting of the Directors. The removal of a Director shall be without prejudice to any claim which he may have under any contract with the Company.

- 10.2 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.

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11.1 Any Director ("**appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

11.1.1 exercise that Director's powers; and

11.1.2 carry out that Director's responsibilities,

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

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.

11.2 The notice must:

11.2.1 identify the proposed alternate; and

11.2.2 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.

12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12.1 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.

12.2 Except as these Articles specify otherwise, alternate directors:

12.2.1 are deemed for all purposes to be Directors;

12.2.2 are liable for their own acts and omissions;

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

12.2.4 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.

12.3 A person who is an alternate director but not a Director:

12.3.1 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);

12.3.2 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

12.3.3 shall not be counted as more than one Director for the purposes of **Articles**

12.3.1 and 12.3.2.

- 12.4 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).
- 12.5 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.

13. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

- 13.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 13.2 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;
- 13.3 on the death of the alternate's appointor; or
- 13.4 when the alternate's appointor's appointment as a Director terminates.

14. SECRETARY

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

SHARES AND SHAREHOLDERS

15. RIGHTS

- 15.1 The Ordinary Shares, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 15.2 On the transfer of any Share as permitted by these Articles:
- 15.2.1 a Share transferred to a non-Shareholder shall remain of the same class as before the transfer; and
- 15.2.2 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.

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

16. LIEN OVER SHARES

Notwithstanding anything to the contrary in these Articles or otherwise, the Company shall not have a lien over any Shares which have been charged by way of security to a Secured Party.

17. ALLOTMENT OF SHARES

17.1 Subject to the remaining provisions of this **Article 17**, in accordance with section 551 of the Act the directors may exercise any power of the Company:

17.1.1 to offer or allot;

17.1.2 to grant rights to subscribe for or to convert any security into; and

17.1.3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the directors think fit.

17.2 The authority referred to in **Article 17.1**:

17.2.1 shall be limited so that the maximum nominal issued share capital of the Company at any one time shall not exceed £100,000;

17.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

17.2.3 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).

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

17.4 Unless otherwise agreed in writing by such Shareholders holding in aggregate not less than 75% of the votes exercisable at general meetings of the Company, any Shares of the Company shall, before they are issued, be offered to the Shareholders in proportion as nearly as possible to the nominal value of the existing Shares held by them before the issue. The offer shall be made by notice in writing specifying the number and class of shares to which the Shareholder is entitled, the subscription price per share of such Shares and limited to a time not less than 15 Business Days within which the offer, if not accepted, shall be deemed to have been declined. A Shareholder shall be entitled to accept the offer for all or any of the Shares offered to him and shall be asked whether he is willing to accept an offer for any Shares which are declined by the other Shareholders and, if so, the maximum he would be willing to accept. After the expiration of that time or, if earlier, on receipt of an intimation from all the Shareholders to whom the notice is given as to whether or not they accept the offer and whether they are willing to accept an offer for any Shares which have not been accepted by the other Shareholders, the Directors shall allot all or any such shares to

such Shareholders pro rata (if relevant) to their holdings of Shares subject to the maximum that each is prepared to accept.

- 17.5 Any such Shares not accepted pursuant to **Article 17.4** shall be under the control of the Directors who may allot or otherwise dispose of the same in the manner as they think most beneficial to the Company provided that they shall not be disposed of on terms which are more favourable than the terms on which they were offered pursuant to **Article 17.4**. The Directors may in like manner dispose of any shares which by reason of the proportion borne by them to the number of persons entitled to the offer as aforesaid or by reason of any difficulty in apportioning them cannot in the opinion of the Directors be conveniently offered in the manner above.

18. TRANSFER OF SHARES

- 18.1 The Directors shall not register in the statutory books of the Company the transfer of any Share or any interest in a Share unless the transfer is made in accordance with the provisions of **Article 19** to **Article 23** (inclusive).
- 18.2 The Directors shall not refuse to register in the statutory books of the Company the transfer of any Share which is made in accordance with **Article 19** to **Article 23** (inclusive).
- 18.3 Notwithstanding any other provision of these Articles, the Directors shall not decline to register (and shall not suspend the registration of) any Relevant Transfer and shall register any Relevant Transfer immediately upon receipt. In the event of any consistency between the provisions of this **Article 18.3** and any other article contained in these Articles, the provisions of this **Article 18.3** shall prevail.

19. PERMITTED TRANSFERS

- 19.1 The restrictions on transfer contained in **Article 20** to **Article 23** (inclusive) shall not apply to:
- 19.1.1 a transfer of Shares between Shareholders holding the same class of Shares;
 - 19.1.2 a transfer of Shares between a Shareholder and their Privileged Relation subject to **Article 21**; or
 - 19.1.3 a transfer approved in writing by such Shareholders holding in aggregate not less than 75% of the votes exercisable at a general meeting of the Company (including, the holder proposing to transfer such Shares) which consent may be granted unconditionally or on a conditional basis in which case any Shares so transferred will be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer; or
 - 19.1.4 a Relevant Transfer.
- 19.2 It must be proved to the reasonable satisfaction of the Board that the transfer bona fide falls within one of these exceptions.

20. VOLUNTARY TRANSFER OF SHARES

- 20.1 Save as otherwise provided in these Articles every Shareholder or person entitled to any Shares by reason of the death or bankruptcy of a Shareholder or by operation of law who intends to transfer or otherwise dispose of all or any part of the Shares held

by him (which shall include any disposition of any legal or equitable interest in any Share and whether by way of gift, sale, mortgage or otherwise) ("**a Seller**") shall, before so doing or agreeing so to do give notice in writing to the Company ("**a Transfer Notice**") giving details of the proposed transfer specifying:

20.1.1 the number of Shares which he wishes to sell;

20.1.2 the price at which he wishes to sell such Shares; and

20.1.3 if he wishes to sell the Shares to a third party, the name of the proposed buyer.

20.2 A Transfer Notice shall constitute the Company the agent of a Seller, empowered to sell the Shares referred to in the Transfer Notice ("**the Sale Shares**") (together with all rights then attached to them) at a price to be determined in accordance with the provisions of **Article 20.9** ("**the Sale Price**") to any Shareholder or Shareholders in the manner appearing below.

20.3 The Transfer Notice may contain a provision that unless all the Shares comprised therein are sold by the Company pursuant to this Article ("**a Total Transfer Condition**") none shall be sold and any such provision shall be binding on the Company.

20.4 Subject to this **Article 20.4**, a Transfer Notice shall not be revocable except with the consent of the Board which may impose such conditions upon any consent as it thinks fit, including a condition that the Seller bears all associated costs. If the Auditors are asked to certify the Sale Price in accordance with **Article 20.9** the Seller shall be entitled, by notice in writing given to the Company within 7 days of the receipt of the Auditor's opinion, to withdraw the Transfer Notice.

20.5 On the Sale Price being fixed pursuant to **Article 20.9** and provided that the Transfer Notice is not withdrawn in accordance with **Article 20.4**:

20.5.1 the Company will promptly give notice in writing of the Transfer Notice to each of the other Shareholders in accordance with the order of precedence set out in the table below specifying the number of the Sale Shares and the Sale Price ("**the Offer**"):

(1) Class of Sale Shares	(2) First Offer to	(3) Second Offer to
Ordinary Shares	Holders of Ordinary Shares	Holders of A Shares and B Shares taken as a class
A Shares	Holders of A Shares	Holders of Ordinary Shares and B Shares taken as a class
B Shares	Holders of B Shares	Holders of Ordinary Shares and A Shares taken as a class

- 20.5.2 for the purposes of allocation of the class of Sale Shares set out in column (1) in the table above, those Sale Shares shall be treated as offered:
- (a) to all persons in the category set out in the corresponding line in column (2) in the table above,
 - (b) then, to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table above;
- 20.5.3 the Offer will give such Shareholders the right to apply for the number of the Sale Shares which are pro rata to their existing holding of Shares as the Sale Shares calculated as if the Sale Shares held by the Seller had not been issued but shall be limited to a period of 21 days from the date of the Offer ("**the Acceptance Period**") and if not accepted in writing by such Shareholders within such time be deemed to have been declined by such Shareholders; and
- 20.5.4 the Offer will also give the Shareholders to which it is made the right to apply for Sale Shares in addition to their due proportion calculated pursuant to **Article 20.5.3** if any other Shareholders do not accept their due proportion within the Acceptance Period. If any such Shareholders do not accept their due proportion then the unaccepted Sale Shares will be distributed amongst those Shareholders applying for additional shares in proportion or as nearly as may be to their said holdings (but the Shareholders shall not be bound to take more Sale Shares than they are prepared to take). If the number of Sale Shares comprised in the Offer is insufficient to enable them to be offered pro rata to all of the Shareholders then they will be offered individually to such Shareholders by the drawing of lots.
- 20.6 If after the procedure set out in **Article 20.5** there are Sale Shares which have been declined then the Company shall forthwith give notice of that in writing to the Seller and he shall then be at liberty, at any time thereafter up to the expiration of 3 months after the giving of such notice, to transfer such part of the Sale Shares which the Shareholders have not agreed to purchase to any person on a bona fide sale at any price not being less than the Sale Price provided that:
- 20.6.1 the Board may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the proposed purchaser and if not so satisfied may refuse to register the relevant instrument of transfer; and
 - 20.6.2 if the Transfer Notice states that the Seller is not willing to transfer part only of the Sale Shares, he shall not be entitled to transfer any of the Sale Shares unless in aggregate the whole of the Sale Shares are transferred.
- 20.7 If the Shareholders ("**the Purchasers**") shall within the periods of the offer contained in **Article 20.5** agree to purchase all or any of the Sale Shares in accordance with **Article 20.5** at the Sale Price or the Seller finds another purchaser pursuant to **Article 20.6** the Board shall forthwith give notice in writing ("**the Allocation Notice**") to the Seller and the Purchasers of such acceptance specifying the name and address of each Purchaser, the number of Shares to be purchased by him and place and time

(being not earlier than 7 days nor more than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares or such of them as are applied for is to be completed ("**the Completion Date**") and the Seller shall, against payment from the Purchasers, execute and deliver a transfer of such of the Sale Shares to the relevant Purchaser as specified in the Allocation Notice, together with the relevant share certificate(s) or an indemnity in respect thereof.

- 20.8 If the Seller having become bound to transfer the Sale Shares defaults in transferring them on the Completion Date, the Company may retain or receive (as appropriate) the purchase money on behalf of the Seller and the Seller shall be deemed to have appointed any Director (or any such other person as the Board may authorise for this purpose) as his lawful attorney to execute transfers of the Sale Shares and upon the execution of such transfers the Company will hold the purchase money on trust for the Seller but shall not be bound to earn or pay interest on the same. The receipt of the Company for the purchase money will be a good discharge to the Purchaser(s) of such Sale Shares and (subject if necessary to the relevant transfers being stamped) after his name has been entered on the register of Shareholders in purported exercise of the power conferred by this clause the validity of the proceedings will not be questioned by any person. The Company shall only be bound to pay over such purchase monies upon receipt from the Seller of the relevant share certificate(s) in respect of the Sale Shares or, if the certificate(s) are lost or destroyed, an indemnity acceptable to the Company in that respect.

- 20.9 The Sale Price for each of the Sale Shares shall be either:

- 20.9.1 the price which is agreed between the Seller and the Board within 28 days of the Transfer Notice being given; or
- 20.9.2 failing such agreement the price which the Auditors shall (acting as expert and not as arbitrator) certify to be in their opinion the fair value of such Sale Shares being the sum which a willing buyer would agree with a willing seller contracting on arm's length terms, to be the purchase price of such Sale Shares having regard to the fair value of the business of the Company and its subsidiaries as a going concern but without taking into account (if it be the case) that such Sale Shares constitute a minority interest. The Auditors shall not be restricted to consideration of the latest available accounts but shall consider the current financial position of the Company at the date of the Transfer Notice as stated in the latest available management accounts and in the light of all circumstances prevailing at the time. The decision of the Auditors shall, in the absence of manifest error, be conclusive and binding on the Company and all persons interested in such Sale Shares. The Company and the Shareholders shall use their reasonable endeavours to procure that the Auditors give their written decision as to the fair value of such Sale Shares to the Company and the Seller within 28 days of being requested to do so. The Auditors' opinion shall be conclusive and binding on the Company and all persons interested in the Sale Shares.

The cost of obtaining the Auditors' opinion shall be borne as to 50% by the Seller and 50% by the Purchasers pro rata to the number of Sale Shares unless:

- 20.9.3 the Seller shall withdraw the Transfer Notice in accordance with **Article 20.4**; or
- 20.9.4 none of the Sale Shares are purchased by the Shareholders pursuant to this **Article 20**,

in which case the Seller shall bear the cost.

21. COMPULSORY TRANSFER OF SHARES

21.1 A Shareholder is deemed to have served a Transfer Notice under **Article 20.1 ("Deemed Transfer Notice")** immediately before any of the following events:

21.1.1 in the case of a Shareholder who is an individual:

- (a) any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the Shareholder and is undischarged within 21 days of being levied which the remaining Shareholders believe, acting reasonably, would be capable of having a material adverse effect on the Company; or
- (b) the Shareholder makes an application to the court for a voluntary arrangement pursuant to the Insolvency Act 1986 or enters into some other scheme or arrangement with his creditors or is unable to pay his debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (c) a petition is presented for his bankruptcy whether by himself or by some other party so entitled under the Insolvency Act 1986; or
- (d) the Shareholder concerned fails properly to materially comply with his obligations under this Agreement or the Articles which in the case of a breach which is capable of remedy is not so remedied within 28 days of a notice to him specifying such breach; or
- (e) the Shareholder fails to pay to the Company within 30 days of being requested in writing any material sum legally owed by him to the Company; or
- (f) the Shareholder is convicted of any criminal offence that in the reasonable opinion of all of the other Shareholders makes it inappropriate for him to continue as a Shareholder of the Company;
- (g) a registered medical practitioner gives a written opinion to the Company that the Shareholder concerned has become physically or mentally incapable of acting as a director and may remain so for more than 12 months; or
- (h) the relevant Shareholder becomes a patient within the meaning of section 94(2) of the Mental Health Act 1983;

21.1.2 in the case of a Shareholder who is a company:

- (a) the passing of a resolution for the liquidation of the shareholder, other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's Group (the structure of which has been previously approved by the other shareholder in the Company in writing) in which a new company assumes (and is capable of assuming) all the obligations of the shareholder; or
- (b) the presentation at court by any competent person of a petition for the winding up of the shareholder and which has not been withdrawn or

dismissed within seven days of such presentation; or

- (c) the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder; or
- (d) any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder; or
- (e) the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
- (f) the shareholder entering into a composition or arrangement with its creditors; or
- (g) any chargor taking any step to enforcing any charge created over any shares held by the shareholder in the Company (other than by the appointment of a receiver, administrative receiver or manager); or
- (h) a process having been instituted that could lead to the shareholder being dissolved and its assets being distributed among the shareholder's creditors, shareholders or other contributors; or
- (i) there is a change of control (as **control** is defined in section 1124 of the Corporation Tax Act 2010).

21.2 The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with the provisions of **Article 20** as if they were Sale Shares in respect of which a Transfer Notice had been given in respect of them save that:

- 21.2.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the occurrence of the event referred to in **Article 21.1** ("**the Cessation Event**");
- 21.2.2 a Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and, the Sale Price for the Sale Shares shall be determined in accordance with **Article 20.9**;
- 21.2.3 the Sale Shares shall be sold together with all rights attaching to them as at the date of the Cessation Event, including the right to any dividend declared or payable on the Sale Shares after that date; and
- 21.2.4 a Deemed Transfer Notice shall not be revocable and shall not contain or be deemed to contain a Total Transfer Condition.

21.3 Upon a Deemed Transfer Notice having been served in respect of any Share no transfer of such Share may be made unless and until the offer procedure in **Article 20.5** has been followed in respect of such Shares and the period of allocation permitted under **Article 20.7** has expired without such allocation.

22. DRAG ALONG

22.1 If any Shareholder(s) wish to transfer all (but not some only) or their Shares to a third

party ("**the Proposed Buyer**") and such person will, on completion of acquisition of those Shares, acquire a Controlling Interest in the Company, those selling Shareholders may, by notice in writing ("**a Drag Along Notice**"), require all the other Shareholders (each a "**Called Shareholder**") to sell and transfer their Shares ("**the Called Shares**") to the Proposed Buyer in accordance with the remaining provisions of this **Article 22** ("**the Drag Along Option**").

22.2 The Drag Along Notice shall specify:

22.2.1 that the relevant Called Shareholder is required to transfer his Called Shares, pursuant to this **Article 22**;

22.2.2 the identity of the Proposed Buyer;

22.2.3 the price per share payable in cash for the Called Shares, which shall, for each Called Share, be an amount at least equal to the price per share (including any non-cash consideration) offered by the Proposed Buyer for the selling Shareholder(s)' shares; and

22.2.4 the proposed date of the transfer ("**the Transfer Date**").

22.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the selling Shareholder(s) have not sold their Shares to the Proposed Buyer within sixty (60) 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 Completion of the sale of the Called Shares shall (unless the Proposed Buyer and Called Shareholder agree otherwise) take place on the Transfer Date or, if later, the date upon which the selling Shareholders sell their Shares to the Proposed Buyer upon the terms set out in the Drag Along Notice.

22.5 Prior to the service of a Drag Along Notice the selling Shareholders shall have complied with the provisions of **Article 20** but thereafter, the sale of the Called Shares by the Called Shareholders shall not be subject to the rights of pre-emption set out in **Article 20**.

22.6 On or before the Transfer Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Transfer Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to **Article 22.2**, to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

22.7 To the extent that the Proposed Buyer has not, on the Transfer Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this **Article 22** in respect of their Shares.

22.8 If any Called Shareholder does not, on or before the Transfer Date, execute and

deliver (in accordance with **Article 22.6**) transfer(s) in respect of all of the Called Shares held by him, that Called Shareholder shall be deemed to have irrevocably appointed any Director (or other person nominated for the purpose by the Directors) to be his agent to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this **Article 22.8**.

23. TAG ALONG

- 23.1 After first giving a Transfer Notice under **Article 20.1** and going through the procedure set out in **Article 20** then in the event that a proposed transfer of Shares, 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 23** shall apply.
- 23.2 Each of the selling Shareholders shall procure that, prior to the completion of the Proposed Transfer, the Buyer shall make an offer ("**the Offer**") to each non-selling Shareholder (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 (including any non-cash consideration).
- 23.3 The Offer shall be made by notice in writing ("**an Offer Notice**") addressed to each Offeree on the date of the Offer at least 15 Business Days ("**the Offer Period**") before the date fixed for completion of the Proposed Transfer ("**the Sale Date**"). The Offer Notice shall specify:
- 23.3.1 the identity of the Buyer (and any person(s) acting in concert with the Buyer);
 - 23.3.2 the Offer Price and any other terms and conditions of the Offer;
 - 23.3.3 the Sale Date; and
 - 23.3.4 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.
- 23.4 The completion of the Proposed Transfer shall be conditional in all respects on:
- 23.4.1 the making of an Offer in accordance with this **Article 23**; and
 - 23.4.2 the completion of the transfer of any Shares by any Offeree (each "**an Accepting Offeree**") who accepts the Offer within the Offer Period.
- 23.5 The Proposed Transfer is, but the purchase of Shares from Accepting Offerees pursuant to an Offer made under this **Article 23** shall not be, subject to the pre-emption provisions of **Article 20**.

DECISION MAKING BY SHAREHOLDERS

24. VOTING

Each of the Shares shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

25. POLL VOTES

25.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

25.2 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.

26. PROXIES

26.1 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".

26.2 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

27. CHANGING THE COMPANY'S NAME

In accordance with section 79 of the Act, the Company's name may be changed by a unanimous decision of the Directors.

28. MEANS OF COMMUNICATION TO BE USED

28.1 Subject to **Article 28.2**, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

28.1.1 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

28.1.2 if sent by pre-paid United Kingdom 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

28.1.3 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

28.1.4 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

28.1.5 if sent or supplied by e-mail, one hour after the notice, document or

information was sent or supplied; and

- 28.1.6 if deemed receipt under the previous paragraphs of this **Article 28.1** 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 am 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.

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

- 28.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- 28.2.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- 28.2.3 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

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 Companies Acts or by any other provision of law.

29.3 In this article and **Article 29.1**:

- 29.3.1 companies are associated if one is a subsidiary of the other or both are

subsidiaries of the same body corporate; and

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

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.
- 30.2 In this article a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.