

11200165

ISG CONNECT LIMITED

Written resolution of the shareholders of ISG Connect Limited dated **22** June 2018

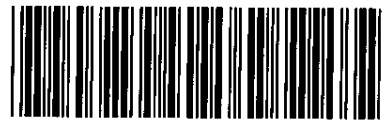
IT WAS RESOLVED THAT new articles of association of the Company, in the form attached to this Written Resolution, be adopted in place of the existing articles of association of the Company

.....
For and on behalf of
Interregional Sports Group Limited

.....
Simon Kay

.....
Matthew Bowman

FRIDAY



LD4 *L78NS07S* 22/06/2018 #52
COMPANIES HOUSE

Company No. 11200165

A Private Company Limited by Shares

Articles of Association of ISG Connect Limited

(Adopted by Special Resolution on 22 June 2018)

1. Preliminary

1.1 Definitions

In these Articles the following expressions have the following meanings:

"Act" means the Companies Act 2006, as may be amended, extended, consolidated or re-enacted by or under any other enactment from time to time;

"Adoption Date" means the date (as stated above) on which these Articles are adopted by resolution of the Company as its articles of association;

"Available Profits" means profits available for distribution within the meaning of Part 23 of the Act;

"Bad Leaver" means a Shareholder subject to a compulsory transfer of shares pursuant to Article 7.2(d);

"Board" means the board of directors of the Company for the time being (and references to decisions of, or approvals by, the Board shall be to a decision of the directors made in accordance with Model Articles 7 and 8 (as varied or supplemented by these Articles), and references in the Model Articles to "the directors" shall be deemed to be references to the Board);

"Board Meeting" means a duly convened meeting of the Board;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for business;

"Connected Person" means as this term is defined in section 252 of the Act with the relevant amendments;

“Controlling Interest” means an interest in shares giving to the holder or holders control of Shares carrying a right to more than 50% of the votes of members of the Company at a general meeting;

“Director” means a director of the Company for the time being;

“Fair Value” means the price for a Share determined in accordance with Article 7.3;

“Good Leaver” means a Shareholder subject to a compulsory transfer of Shares pursuant to Article 7.2(a) to (c) inclusive;

“Group” means, in relation to a company, that company, its subsidiaries, any company of which it is a subsidiary (its holding company) and any other subsidiaries of such holding company; and each company in a group is a member of the group. Unless the context otherwise requires, the application of the definition of Group to any company at any time will apply to the company as it is at that time;

“Liquidation” means the liquidation or winding up of the Company (except for the purposes of a solvent reorganisation, reconstruction or amalgamation where no cash or cash equivalent is distributed to Shareholders);

“Model Articles” means the model articles for private companies limited by shares as set out at Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), and reference to a numbered Model Article shall be to the relevant article of the Model Articles;

“New Securities” means shares in the capital of the Company or rights to subscribe for or to convert into such shares which, in either case, the Company proposes to allot or grant (as the case may be) after the Adoption Date;

“Permitted Transferees” means the transferees pursuant to a Permitted Transfer;

“Permitted Transfers” means as this term is defined in Article 10;

“Sale” means a sale of any Sale Shares;

“Sale Shares” has the meaning given in Article, Article 7.3(a) or Article 7.4(a) (as applicable);

“Secretary” means the secretary for the time being of the Company (including any joint or assistant secretaries);

“Shares” means the Ordinary Shares of £1.00 each in the capital of the Company from time to time in issue;

"Shareholders" means the registered holders of the Shares (each being a **"Shareholder"**);

"Subscription Price" means the amount paid up or credited as paid up on a Share, including the full amount of any premium at which that Share was issued (whether or not that premium is subsequently applied for any purpose);

"these Articles" means the articles of association of the Company for the time being in force;

"Transfer Completion" means in respect of a transfer of Shares, formal completion of such transfer; and

"Transfer Notice" has the meaning given to it in Article 10.2.

1.2 Interpretation

In these Articles, unless the contrary intention appears:

- (i) **"written"** or **"in writing"** includes all forms of visible reproduction in permanent form, including electronic messages;
- (ii) an **"encumbrance"** includes any mortgage, charge, security interest, lien, pledge, assignment by way of security, hypothecation, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever;
- (b) a reference to a **"transfer"** of a Share shall be deemed to include:
 - (i) any sale or other disposition by way of mortgage, charge or other security interest of the whole or any part of the legal or beneficial interest in any Share;
 - (ii) the grant of any put, call, forward contract, future or other option or contract or hedging instrument in connection with the whole or any part of the legal or beneficial interest in any Share save for such rights granted pursuant to these Articles;
 - (iii) any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of a Share that a Share be allotted or issued or transferred to some person other than such holder;
 - (iv) the creation of or entrance into any voting trust or other arrangement in respect of voting rights attaching to any Share (other than an appointment of

a proxy or corporate representative in connection with a general meeting of the Company); and

- (v) any other sale or other disposition of any legal or equitable interest in a Share, and whether or not by the relevant holder, whether or not for consideration, whether or not effected by an instrument in writing and whether or not made voluntarily or by operation of law;
- (c) the expressions “**subsidiary**”, “**wholly owned subsidiary**”, and “**holding company**” shall have the respective meanings given in Section 1159 of the Act, and “**subsidiary undertaking**” and “**parent undertaking**” shall have the respective meanings given in Section 1162 of the Act, and the persons corresponding with the definitions referred to in this paragraph shall mean those persons which fulfil the relevant definitions from time to time;

1.3 Applicability of Model Articles

- (a) The Model Articles shall apply to the Company subject to the modifications and additions made by these Articles.
- (b) Model Articles 9(3), 11(2), 13, 14(1), (2), (3) and (4), 17(1)(b) and 39 shall not apply to the Company.

2. Decision-Making by Directors

2.1 Calling Board Meetings

- (a) A minimum of 5 Business Days’ notice of a Board Meeting must be given to each director in writing, and Model Article 9(3) shall not apply.
- (b) Entitlement to notice of a Board Meeting may be waived by a Director at any time before the meeting (as well as up to 7 days after the date on which the meeting is held), and Model Article 9(4) shall be construed accordingly.

Notice of a Board Meeting (or any adjournment thereof) given to a director by electronic means shall, if properly addressed, be deemed to have been received by the recipient one hour after it was sent.

2.2 Quorum for Board Meetings

- (a) No business shall be conducted at any Board Meeting unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business. Subject to paragraph (b) below, the quorum for the transaction of business

at Board Meetings shall be three Directors and Directors shall be entitled to attend by telephone. Model Article 11(2) shall not apply.

- (b) If a quorum is not present at a Board Meeting at the time when any business is considered, any Director may require that the Board Meeting be reconvened. At least 3 Business Days' notice of the reconvened Board Meeting will be given unless all of the Directors agree otherwise. The quorum for the transaction of business at any Board Meeting which has been reconvened in accordance with this paragraph shall be two Directors.

2.3 Voting at Board Meetings

All questions arising at any Board Meeting shall be decided by a majority of votes.

2.4 Chairman of the Board

The chairman shall have a casting vote at Board meetings.

2.5 Unanimous decisions

- (a) For a unanimous decision of the Directors to be taken in accordance with Model Article 8, the eligible Directors must indicate to the others that they share a common view by means whereby each such indication is capable of being readily reproduced in hard copy form. Model Article 8 shall be varied accordingly.
- (b) For the purposes of Model Article 8(3), a Director whose vote on a resolution is not to be counted in respect of the relevant matter shall not constitute an eligible Director.

2.6 Records of decisions to be kept

The directors shall ensure that a written record of each decision of the Board is kept in a permanent form (such that it may be read with the naked eye).

3. Directors

3.1 Number of Directors

There shall be no maximum number of Directors and the minimum number of Directors shall be two.

3.2 Termination of a Director's appointment

In addition to the events specified in Model Article 18, the office of a Director shall also be vacated if:

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Board resolves that his office be vacated (provided that the Director in question shall not be entitled to vote on such matter). This Article 3.2 shall be without prejudice to the rights of any Shareholder to appoint a person to replace such Director in accordance with these Articles; or
- (b) he, or the shareholder appointing him, ceases to hold Shares which entitle him to exercise 10% or more of the votes exercisable by shareholders in general meeting of the Company.

3.3 Participation in decision-making by conflicted directors:

If a Director has an interest in a proposed decision of the Board which is required to be declared to the other directors pursuant to Section 177(1) of the Act, that director shall (provided that such interest has been declared in accordance with, and the director has otherwise complied with, Section 177 of the Act) be entitled notwithstanding such interest to participate fully in the decision-making process for quorum and voting purposes. A Director shall not (save as may otherwise be agreed by him or may be determined by the Board) be liable to account to the Company for any remuneration, profit or other benefit resulting from any interest permitted under this Article 3.3, or in respect of which the Director has complied with the requirements of Sections 177 or 182 of the Act, and no contract shall be liable to be avoided on the grounds of any such profit or benefit, nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of Section 176 of the Act.

3.4 Alternate directors

- (a) Each Director shall have the power to nominate any other Director to act as alternate director at Board Meetings in his place during his absence. Each Director shall be further entitled, at his discretion, to revoke such nomination at any time. However, a Director shall not be entitled to appoint more than one alternate director and an alternate director shall not be entitled to appoint an alternate director for himself in such capacity.
- (b) Any appointment or removal of an alternate director must (unless the Board decides to waive any of the following requirements, in whole or in part):
 - (i) be made by notice in writing and shall either be signed by the appointor or (if sent in electronic form) duly authenticated by the appointor in accordance with Section 1146(3) of the Act; and

- (ii) in the case of an appointment, be accompanied by such evidence as the Board may require that the alternate director has agreed to act and by such further details as the Company requires to comply with its statutory obligations in respect of that appointee.
- (b) Appointment of an alternate director shall take effect upon the later of the documentation required in paragraph (b) above being delivered to the Company in accordance with these Articles or delivered to a Board Meeting, and approval of the alternate director (where he is not already a director) by the Board (or at such later time as may be specified in the notice of appointment).
- (c) In addition to removal by notice in accordance with paragraph (b) above, an alternate director shall cease to be an alternate director:
 - (i) immediately and automatically if his appointor ceases for any reason to be a Director;
 - (ii) if he resigns from being an alternate director by notice in writing to the Company; or
 - (iii) upon the happening of any event which if it occurred in relation to his appointor would result in the termination of the appointor's appointment as Director.
- (d) An alternate director shall be entitled to receive notice of all Board Meetings and to perform at such meetings all the functions of his appointor. An alternate director shall have one vote for each Director he represents, in addition to his own vote if he is a Director, but he shall not be counted more than once in the quorum. The alternate director's signature or agreement to any document comprising a unanimous decision of the Directors shall be as effective as the signature or agreement of his appointor, provided that such document is not signed or agreed to by his appointor (but if such document is signed or agreed to by the appointor, it need not also be signed or agreed to by the alternate director in that capacity).
- (e) Save as expressly provided in these Articles, an alternate director shall be deemed to be a Director for the purposes of these Articles and may perform all the functions of a Director and shall owe the Company the same duties in the performance of his office as are owed by a Director.
- (f) An alternate director shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

- (g) For the purposes of any provisions of these Articles relating to Directors' interests, an interest of an alternate director's appointor shall be treated as an interest of that alternate director, without prejudice to any interest which that alternate director has otherwise.

4. Share Capital

The share capital of the Company shall rank *pari passu* in all respects.

5. Rights attaching to Shares

5.1 Income and dividends

Any Available Profits which the Company determines to distribute in respect of any financial year be applied in distributing such profits amongst the holders of the Shares then in issue *pari passu* according to the number of such Shares held by them respectively.

5.2 Capital

On a Liquidation, the surplus assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of the matters giving rise to the Liquidity Event shall be applied in the following manner and order of priority:

- (a) first, in paying to the Shareholders any dividends declared and unpaid in relation to the Shares and the Subscription Price on each Share (provided that if there are insufficient surplus assets to pay the amounts per Share equal to the Subscription Price, the surplus assets available shall be distributed to the Shareholders *pro rata* to their respective holdings of Shares);
- (b) second, in distributing the balance of the surplus assets (if any) amongst the Shareholders *pro rata* in proportion to the number of Shares held by them respectively.

5.3 Voting

- (a) The Shareholders shall be entitled to receive notice of, to attend, to speak at and to vote at, general meetings of the Company.
- (b) Subject to any special rights or restrictions in these Articles every Shareholder shall have one vote on a show of hands, and one vote on a poll for each Share held by him/it.

- (c) A poll may be demanded at any general meeting by any Shareholder present in person or by proxy and entitled to vote on the resolution. Model Article 44 shall be varied accordingly

5.4 Variation of class rights

Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a Liquidation) with the consent in writing of the holders of not less than 75 per cent. in nominal value of the issued shares of that class.

6. Allotment and Issue of Shares

6.1 Authority to allot shares

- (a) The Board is generally and unconditionally authorised for the purposes of Section 551 of the Act to exercise the power of the Company to allot shares, or to grant rights to subscribe for or to convert any security into shares, to such persons (including any directors) on such terms and at such times as the Board may think proper.
- (b) The authority conferred on the Board by this Article shall expire on the day preceding the fifth anniversary of the date of the adoption of these Articles but the Company may make an offer or agreement before the expiry of the authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of the authority (and the Board may allot shares or grant rights in pursuance of such offer or agreement as if such authority had not expired).

6.2 Pre-emption rights

- (a) 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.
- (b) Any New Securities shall be offered by the Board to the Shareholders pro rata to their holding of Shares which entitle such Shareholder to exercise votes in general meeting of the Company and inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) for the maximum number of New Securities for which they wish to subscribe.
- (c) Subject to paragraph (b) above and to the provisions of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise

dispose of them to any persons at those times and generally on the terms and conditions they think proper.

7. Share Transfers

7.1 General

- (a) No person shall transfer any Share except for:**
 - (i) a Compulsory Transfer which is required to be made in accordance with Article 7.2;**
 - (ii) a transfer of a Controlling Interest;**
 - (iii) for a transfer to a Proposed Purchaser pursuant to a Tag Along Offer made in accordance with Article 8;**
 - (iv) a transfer to a Proposed Purchaser pursuant to a Drag Along Notice made in accordance with Article 9; or**
 - (v) a Permitted Transfer: or**
 - (vi) a Sale Transfer**
- (b) If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles, such act shall be void and have no legal effect nor confer any legal or beneficial rights on the purported beneficiary or recipient, and that Shareholder will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.**
- (c) The Board may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company, in a form that the Board may reasonably require, a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document), and if any such condition is imposed the transfer may not be registered unless the deed has been executed and delivered by the transferee.**
- (d) The Board shall not refuse to register a transfer made in accordance with these Articles.**

- (e) Where reference is made in these Articles to a Shareholder being deemed to have given a Transfer Notice in respect of his Shares, such reference shall be construed as relating to all Shares held by that Shareholder together with all Shares held by its nominees and Permitted Transferees, and that Shareholder shall procure that each of its nominees and Permitted Transferees takes such action and executes such notices and documents as may be required to give full effect to the provisions of these Articles.

7.2 Compulsory transfers

- (a) A person entitled to any Shares in consequence of the bankruptcy of a Shareholder (arising as a result of either a bankruptcy order being made against the Shareholder concerned or an arrangement or composition being made with creditors or such Shareholder taking the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or that Shareholder suffering anything similar or analogous in any jurisdiction in consequence of debt) shall be deemed to have given a Transfer Notice in respect of those Shares at a time determined by the Board.
- (b) A person entitled to any Shares in consequence of the death of a Shareholder shall be deemed to have given a Transfer Notice in respect of those Shares at a time determined by the Board.
- (c) If a Shareholder which is a company is subject to an insolvency event (meaning being placed into voluntary liquidation (other than for the purpose of a reorganisation); or any order being made for the compulsory liquidation of a Shareholder or a Shareholder having an administrator, receiver or liquidator appointed over the whole or any material part of its assets or undertaking or the Shareholder suffering anything similar or analogous in any jurisdiction in consequence of debt), that Shareholder shall be deemed to have given a Transfer Notice in respect of all of the Shares held by it at a time determined by the Board.
- (d) If a Shareholder:
 - (i) has committed a material breach of the restrictive covenants or confidentiality obligations he owes to the Company from time to time under any shareholders' agreement to which he is a party; or
 - (ii) is otherwise in material breach of any such shareholders' agreement or any other agreement between that Shareholder and the Company and the Company and such breach shall or may cause material harm to the Company

that Shareholder shall be deemed (upon receipt of notice from the Board) to have given a Transfer Notice in respect of all the Shares held by him at a time determined by the Board, except to the extent that the Board determines otherwise.

Leavers

- (e) If any Shareholder (the “**Leaver Shareholder**”) is required to transfer his Shares under Article 7.2(a) to (d), it/he shall be deemed to have given a Transfer Notice in respect of all of its/his Shares. In such circumstances the Transfer Price for such Shares shall be as follows:
 - (i) where the Leaver Shareholder is a Good Leaver, the Fair Value;
 - (ii) where the Leaver Shareholder is a Bad Leaver, an amount equal to the nominal value of the Shares, unless the Board shall in its discretion agree a higher Transfer Price.
- (f) In determining the Fair Value in respect of the Shares, the Board may propose to the Leaver Shareholder a price which if accepted by the Leaver Shareholder shall be deemed to be the Fair Value. In the absence of such agreement, the Fair Value shall be determined in accordance with Article 7.3.
- (g) Once a Shareholder becomes a Leaver:
 - (i) all voting rights attached to his Shares shall be suspended (and only reinstated in the event his Shares are transferred to a third party (including without limitation another Shareholder) in accordance with these Articles);
 - (ii) the Leaver Shareholder shall cease to be a Director or be represented by a Director appointed by it/him; and
 - (iii) all rights to receive a dividend declared in relation to his Shares, and all other rights other than voting rights attaching to his Shares shall remain exercisable by the Leaver Shareholder.
- (h) In the event that any Shares remain held by the Leaver after the conclusion of the procedure pursuant to Article 7.3 has been completed, the Board may resolve that Company shall, to the extent permitted by law, purchase some or all of the remaining Shares still held by the Leaver at the Transfer Price.
- (i) In the event that a Leaver remains holding any Shares after completion of the procedure set out in the preceding Articles, and is still holding any Shares at the time of a Liquidation, then:

- (i) subject to Article 7.2(i)(ii), the aggregate consideration he shall be entitled to receive for or in respect of such Shares as a result of such Liquidation shall be the Fair Value as determined at the time he became a Leaver;
- (ii) if he was at the time he became a Leaver, or became at any time prior to such Liquidation, a Bad Leaver the aggregate consideration he shall be entitled to receive for or in respect of such Shares as a result of such Liquidation shall be 10% of the Fair Value as determined at the time he became a Leaver; and
- (iii) any consideration that such Leaver receives for such Shares as a result of such Liquidation which is in excess of the amount to which he is entitled in accordance with this Article shall be held by him on trust for the other Shareholders of the Company at the time of the Liquidation and distributed to them pro-rata in accordance with their respective shareholdings at the time of such Liquidation (save in respect of any other shareholder who is also a Bad Leaver at such time and to whom this Article shall also apply).

7.3 Valuation of Shares

- (a) If a Transfer Notice does not specify a Transfer Price, or if the Leaver Shareholder and the Board are unable to agree the appropriate price under Article 7.2(i), or if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice (or, in the case of the deemed service of a Transfer Notice, on or as soon as practicable after the date on which the Board first has actual knowledge of the facts giving rise to such deemed service) the Board shall appoint an expert valuer (the "**Expert Valuer**") in accordance with this Article to certify the Fair Value of the relevant Shares to be sold (the "**Sale Shares**") at that time, save that if the Fair Value of any Share has been determined by Expert Valuer in accordance with this Article 7.3 not more than 6 months previously, the Board may elect instead that the Fair Value in respect of the Sale Shares shall be the Fair Value per Share as so previously determined multiplied by the number of Sale Shares.
- (b) The Expert Valuer will be a firm of accountants, that is not directly or indirectly associated with any party to the sale transaction and that has no interest (other than the receipt of customary fees and expenses) in any of the transactions contemplated thereby.
- (c) The identity of the Expert Valuer shall be as agreed between the Board and the Proposed Seller or failing such agreement not later than the date 10 Business Days after the date of service of the Transfer Notice shall be as nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party. The Expert Valuer shall confirm their appointment within 10 Business Days of the determination of their identity pursuant to this Article, failing

which the then President of the Institute of Chartered Accountants in England and Wales shall nominate another Expert Valuer upon receipt of an application to do so by either party

- (d) The **"Fair Value"** of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- (i) valuing the Sale Shares as on a sale between a willing seller and a willing buyer contracting at arm's length;
 - (ii) on the assumption that the Sale Shares are capable of being transferred without restriction;
 - (iii) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent and without taking into account the fact that the Sale Shares may constitute either a minority or majority holding.
- (e) If any difficulty arises in applying any of these assumptions or bases, then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- (f) The Expert Valuer shall be instructed to determine the Fair Value of the Sale Shares and to notify the Board of their written determination within 20 Business Days of their appointment. As soon as the Board receives the determination of the Fair Value, it shall deliver a copy of such determination to the Proposed Seller. Unless the Sale Shares are to be sold under a Transfer Notice which is deemed to have been served, the Proposed Seller may by notice in writing to the Company within 5 Business Days of the service on it of the copy determination, cancel the Company's authority to sell the Sale Shares.
- (g) The cost of obtaining the written determination of the Fair Value shall be paid by the Company, unless the Proposed Seller cancels the Company's authority to sell in which case the Proposed Seller shall bear the cost.
- (h) The Expert Valuer shall act as an expert and not as arbitrator and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- (i) The Board shall supply and make available to the Expert Valuer access to all accounting records or other relevant documents of the Company (including access to the working papers of the Auditors) subject to the Expert Valuer agreeing such confidentiality provisions as the Board may reasonably impose.

- (j) The Board and the Proposed Seller may make written representations to the Expert Valuer on such matters as they think appropriate at their absolute discretion in respect of the determination of the Fair Value.
- (k) If the Expert Valuer becomes unwilling to act or is incapable of acting, or does not deliver the written determination within the time required in paragraph (f) above then the Board shall be entitled to discharge the Expert Valuer and to appoint with the agreement of the Proposed Seller (or by way of the nomination of the President of the Institute of Chartered Accountants in England and Wales) a replacement Expert Valuer with the required qualifications, and this Article 7.5 shall apply in relation to the new Expert Valuer as if they were the first valuer appointed.

7.4 Completion of transfers of Shares

- (a) The provisions of this Article 7.4 shall apply to any transfer of Shares ("**Sale Shares**") by a Shareholder pursuant to Articles 7.2, 7.3, 8,9 and 10.
- (b) Where the transfer is made by one Shareholder to another (or by or to their respective Permitted Transferees), such transfer will be deemed to include a warranty that the transferor sells the Sale Shares with full title guarantee and free from encumbrances.
- (c) Upon a Transfer Completion, the transferor shall:
 - (i) deliver to the transferee for surrender to the Company the original share certificate(s) relating to the Sale Shares (or an indemnity, in a form satisfactory to the Board, in respect of any lost certificate); and
 - (ii) deliver to the transferee a duly executed transfer form relating to the Sale Shares.
- (d) If the transferor fails to comply with the provisions of paragraph (c) above:
 - (i) any Director, or any other person nominated by the Board, may on behalf of the transferor:
 - (A) complete, execute and deliver in the transferor's name all documents necessary to give effect to the transfer of the Sale Shares;
 - (B) receive the purchase price to be paid to the transferor by the transferee for the Sale Shares and give a good discharge for it; and

- (C) (subject to the transfer being duly stamped) procure the entering of the transferee in the Company's register of members as the holder of the Sale Shares; and
- (ii) the Company shall pay the purchase price received from the transferee into a separate bank account in the Company's name on trust (but without interest) for the transferor until the transferor has complied with all of its obligations under paragraph (c) above.
- (e) Once the transferee (or its nominee) has been registered as the holder of the Sale Shares, the validity of the proceedings shall not be questioned by any person. It shall be no impediment to a registration of the transferee as holder of the Sale Shares that no share certificate has been produced.

8. Tag Along Offer on Change of Control

- (a) The provisions of paragraph (b) below will apply if one or more Shareholders ("**Proposed Seller(s)**") propose to transfer in one or a series of related transactions any Shares (the "**Change of Control Transfer**") which would, if put into effect, result in any proposed purchaser (and his Connected Persons) ("**Proposed Purchaser**") acquiring a Controlling Interest.
- (b) A Proposed Seller must, before entering into a Change of Control Transfer, procure the making by the Proposed Purchaser of an offer (the "**Tag Along Offer**") to the other Shareholders to acquire all of the Company's Shares for a consideration per Share the value of which is at least equal to the Specified Price (as defined in Article 8(f) below).
- (c) The Tag Along Offer must be given by written notice at least 15 Business Days prior to the proposed sale date. The notice must set out, to the extent not described in any accompanying documents:
 - (i) the identity of the Proposed Purchaser;
 - (ii) the number of Shares proposed to be transferred to the Proposed Purchaser.
 - (iii) the proposed price to be paid by the Proposed Purchaser for the Shares to be transferred and the other terms and conditions of payment; and
 - (iv) the proposed sale date and the intended place and time of completion of the transfer.

- (d) If any Shareholder is not given the rights accorded by this Article 8, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- (e) If the Tag Along Offer is accepted by any Shareholder (an **"Accepting Shareholder"**) up to the date 5 Business Days prior to the proposed sale date referred to in Article 8(c)(iv) above, the completion of the Change of Control Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders and all of the Shares held by the Proposed Seller(s), and completion shall (unless otherwise agreed by the parties) take place no later than such proposed sale date.
- (f) For the purpose of this Article 8 **"Specified Price"** shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
 - (i) in the Change of Control Transfer; or
 - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Change of Control Transfer,

plus an amount equal to the value per Share of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any Connected Person of the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares.

9. Drag Along

- (a) If at any time Dragging Shareholders (as defined in Article 9(b)) intend to sell all of their Shares to a Proposed Purchaser, the Dragging Shareholders shall have the right (the **"Drag Along Right"**) to require all Shareholders other than Dragging Shareholders (the **"Dragged Shareholders"**) to sell and transfer, in accordance with the provisions of this Article 9, all of their Shares (the **"Dragged Shares"**) to the Proposed Purchaser or as the Proposed Purchaser may direct.
- (b) For the purposes of this Article, **"Dragging Shareholders"** means any Shareholders holding Shares which entitle him/them to exercise a Controlling Interest.
- (c) The Drag Along Right shall be exercisable by the Dragging Shareholders' giving written notice (a **"Drag Along Notice"**) to that effect to the Company at least 20 Business Days prior to the transfer of the Dragging Shareholders' Shares to the Proposed Purchaser. The Drag Along Notice shall specify:

- (i) that the Dragging Shareholders require the Dragged Shareholders to transfer all their Dragged Shares to the Proposed Purchaser pursuant to and in accordance with this Article;
 - (ii) the identity of the Proposed Purchaser;
 - (iii) the proposed price to be paid by the Proposed Purchaser for each of the Dragging Shareholders' Shares and the other terms and conditions of payment; and
 - (iv) the proposed place, date and time of completion of the transfer.
- (d) The Board shall promptly send the Drag Along Notice to each of the Dragged Shareholders and require all of them to sell to the Proposed Purchaser at Transfer Completion all of their Dragged Shares on the terms set out in the Drag Along Notice, the price for each of the Dragged Shares being the highest price proposed to be paid for any Share of a Dragging Shareholder in the Drag Along Notice.
- (e) Transfer Completion shall take place on the same date as the date proposed for completion of the sale of the Dragging Shareholders' Shares and all of the Shares in the Company shall be sold together unless the holders of a majority of the Dragged Shares and the holders of a majority of the Dragging Shareholders' Shares agree otherwise.
- (f) A Drag Along Notice served on the Company shall be irrevocable but shall lapse (and the obligations under such notice shall lapse) if:
 - (i) the sale of the Dragging Shareholders' Shares to the Proposed Purchaser does not proceed due to the expiry or non-fulfilment of any conditions to the sale (unless the conditions have been waived in accordance with the terms of the sale documentation);
 - (ii) the sale of the Dragging Shareholders' Shares to the Proposed Purchaser does not proceed in any event, within 20 Business Days after the date of service of the Drag Along Notice; or
 - (iii) notices are issued under Section 979 of the Act in respect of the Dragged Shares,

and the Dragging Shareholders shall be entitled to serve further Drag Along Notices no earlier than 90 Business Days following the lapse of any previous Drag Along Notice.

- (g) If a person (an **"Incoming Shareholder"**), following the issue of a Drag Along Notice but prior to completion of the relevant transfer, becomes a Shareholder pursuant to the exercise of a pre-existing option to acquire Shares or pursuant to the conversion of any convertible security of the Company, a Drag Along Notice shall be deemed to have been served on the Incoming Shareholder on the same terms as the previous Drag Along Notice. The Incoming Shareholder shall be bound to sell and transfer all the Shares acquired by it to the Proposed Purchaser, or as the Proposed Purchaser may direct, and the provisions of this Article shall apply (with such changes as are appropriate) to the Incoming Shareholder except that Transfer Completion shall take place immediately on the Drag Along Notice being deemed to be served on the Incoming Shareholder.
- (h) A transfer of Dragged Shares by Dragged Shareholders to a Proposed Purchaser (or as it may direct) pursuant to the terms of this Article shall not be subject to the right of first refusal provisions set out in Article 7.3.

10. Permitted Transfers and Sale Transfer

Provided always that any transfer of shares under this clause 10 will be subject to the transferee Shareholder(s) entering into a deed of adherence to any Shareholders' agreement which has been entered into between the Shareholders (**Deed of Adherence**), each Shareholder shall be entitled to make the following transfers:

10.1 Permitted Transfers:

- (i) to a spouse, child or grandchild (**"Close Relative"**) of the Shareholder concerned; or
- (ii) to a family trust or a nominee company whether off-shore or not where the sole beneficiary or beneficiaries is/are the Shareholder concerned and/or a Close Relative of the Shareholder concerned; or
- (iii) to another company in the same group of companies as the Shareholder

and any such Permitted Transfer shall not be subject to any obligation by the transferring Shareholder to first offer the Shares to any other existing Shareholders.

10.2 Sale Transfers

- (a) If a Shareholder wishes to transfer any or all of his/its shares (hereinafter called **"the Seller"**) and such a transfer is not a transfer as set out in Article 7.1(a) (i) to (v), he/it must first send a written notice (**"the Offer Notice"**) to the other Shareholders (**"the Recipient"**) setting out the number of shares that he/it wishes to sell (**"the Offer**

Shares") the price of the shares ("the Specified Price") and whether or not the Seller is prepared to sell part of the Offer Shares if not all of the Offer Shares are sold.

- (b) If any of the Recipients wish to purchase the Offer Shares at the Specified Price such Recipient must write accepting the terms of the Offer Notice within 15 working days of receiving the Offer Notice ("**the Recipient's Acceptance Notice**"), the sale and purchase of the Offer Shares shall take place at a time and place to be agreed between the parties and in default of agreement shall take place at the Company's offices within 40 working days of the Recipient's Acceptance Notice.
- (c) If the Recipient is not prepared to purchase the Offer Shares in accordance with the terms of the Offer Notice but is prepared to purchase the Offer Shares at a price other than the Specified Price the Recipient may send a form of written notice ("**a Qualified Acceptance Notice**") agreeing to purchase the Offer Shares but at a price to be agreed with the Seller but which in default of agreement within 10 working days of the date of Qualified Acceptance Notice shall be determined in accordance with the principles set out in clause 7.3.
- (d) The Seller or the Recipient may within five working days of receiving the Expert Valuer's determination of the price of the Offer Shares withdraw the Offer Shares for sale (in the case of the Seller) or withdraw the Qualified Acceptance Notice (in the case of the Recipient). In that case the Seller shall be entitled to transfer the Offer Shares to any third party at a price not less than the price determined by the Expert Valuer as their Fair Value subject to the requirements set out in Article 10 (e) being complied with.
- (e) The Seller shall only be entitled to transfer with the Offer Shares to any third party where:

 - (i) the Recipient has failed to purchase the shares under the provisions of this Article 10;
 - (ii) the Seller has provided full details in writing of the third party the Seller seeks to transfer the Offer Shares to ("**the Specified Third Party**");
 - (iii) the Board approves the transfer of the Offer Shares to the Specified Third Party, such approval not to be unreasonably withheld or delayed provided that the Board would (by way of example only and not limitation) be reasonable in withholding its approval if the Specified Third Party was engaged, involved or interested in any capacity in any business that was at such time a competitor of the Company, any of its shareholders or any subsidiary company of any shareholder; and

(iv) that the Specified Third Party enters into a Deed of Adherence.

(f) No Shareholder shall, without the consent of the Board, be entitled to send a second notice offering all or part of his/its Shares registered in his/its name for a period of six months from the date of the Offer Notice.