

Company number 01240753

THE COMPANIES ACTS 1948 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
MEMBERS' WRITTEN RESOLUTION
of
LONG TALL SALLY LIMITED
(the "Company")

MONDAY



A10 07/12/2015 #47
COMPANIES HOUSE

Date: 17 November 15 ("Circulation Date")

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following resolution which is proposed as a special resolution (the "resolution"):

SPECIAL RESOLUTION

THAT the articles of association appended to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

Please read the notes below before signifying your agreement to the resolution

The undersigned, being all of the members entitled to vote on the above resolution, hereby irrevocably agree to the resolution.

Signed by


Michael Bennett

Date: 17 November 2015

Signature


Maurice Bennett

Date: 17 November 2015

Signed by


Maurice Helfgott

Date: 17 November 2015

Signature


Judith Rich

Date: 25 November 2015

Signed by


Andrew Shapin

Date: 17 November 2015

Signed by


Danielle Helfgott

Date: 17 November 2015

Notes

- 1 If you agree with the resolution, please signify your agreement by signing and dating this document and returning it to Marie Johnson at Berwin Leighton Paisner, Adelaide House, London Bridge, London EC4R 9HA within 28 days of the Circulation Date. If you would prefer to return this document electronically, please send a scanned copy of this document to Marie.Johnson@blplaw.com. If you do not agree to the resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 2 Unless within 28 days of the Circulation Date, sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date together with any power of authority under which it is signed or a duly certified copy thereof.
- 3 Your agreement to the resolution, once signed and received by the Company, may not be revoked.
- 4 For a special resolution to be passed members representing 75 per cent of the total voting rights of eligible members of the Company must consent to the resolution being passed within 28 days of the Circulation Date.

11.7

Company number: 1240753

ARTICLES OF ASSOCIATION

of

LONG TALL SALLY LIMITED

(Incorporated on 16 January 1976)

(Adopted by a special resolution of the company passed on 25 November 2015)

Company number: 01240753

THE COMPANIES ACTS 1948 TO 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LONG TALL SALLY LIMITED

(the "Company")

(Incorporated on 16 January 1976)

(Adopted by a special resolution of the company passed on 25 November 2015)

1 PRELIMINARY

1 1 These Regulations, together with the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and as further amended by the Companies Act 1985 (Electronic Communications) Order 2000 (such Table being hereinafter referred to as "Table A") shall be the Regulations of the Company save in so far as the Regulations in Table A are excluded or varied hereby. The following Regulations in Table A shall not apply to the Company: Regulations 3 (redemption of shares), 8 (lien), 24 (directors' refusal of share transfers), 33 (fractional entitlements), 35 (purchase of own shares), 38 (notice of general meetings), 40 (quorum at general meetings), 50 (chairman's casting vote at general meetings), 53 (written resolution), 54 (votes of members), 64 (number of directors), 73-80 inclusive (appointment and retirement of directors), 88 (proceedings of directors), 89 (quorum for transaction of business), 93 (written resolution of directors), 94 (conflict of interest), 95 (quorum disentitlement), 99 (secretary), 112 (notices) and 118 (indemnity).

1 2 The Company is a private limited company and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and no allotment or agreement to allot (whether for cash or otherwise).

shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

2 SHARES CAPITAL AND LIMITED LIABILITY

2.1 The liability of the Company's members is limited to the amount, if any, unpaid on the shares held by them

2.2 At the date of adoption of these Regulations the company has in issue ordinary shares of £0.001 each in the capital of the Company (the "**Ordinary Shares**") and redeemable preference shares of £1.00 each in the capital of the Company (the "**Preference Shares**") The rights and restrictions attaching to the Ordinary Shares and the Preference Shares are as set out in these Regulations.

2.3 Subject to the provision of the Companies Acts (as defined in section 2 of the Companies Act 2006) and to any special rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution

2.4 Pursuant to section 91 of the Companies Act 1985 (as amended) (the "**Act**"), section 89(1) and section 90(1)-(6) of the Act shall not apply to any allotment of equity securities (as defined in section 94 of the Act) in the Company

2.5 The directors may in their absolute discretion and without assigning any reason for their decision decline to register any transfer of any share whether or not it is a fully paid share

2.6 Subject to the provisions of Chapter VII in Part V of the Act the Company may

2.6.1 issue any shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof,

2.6.2 purchase its own shares (including any redeemable shares), or

2.6.3 make a payment in respect of the redemption or purchase under sections 159 to 161 or (as the case may be) section 162 of the Act of any of its shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares

3 PREFERENCE SHARES

The rights and restrictions attaching to the Preference Shares are as follows

3.1 *As regards income*

3.1.1 The Preference Shares shall confer the right to receive, in priority to all rights of the holders of the Ordinary Shares and payable without any resolution of the Directors or of the Company, a preferential cash dividend (the "**Preference Dividend**") at a rate of 0.5% per annum on the aggregate of the nominal amount which is fully paid up or credited as fully paid up on each such share

3.1.2 The Preference Dividend shall accrue from the date of adoption of these Regulations on a daily basis and shall be paid in full in arrears upon the occurrence of any of the following events

- (a) the sale of the whole or substantially the whole of the undertaking or assets of the Company,
- (b) the completion of any transaction or series of transactions in which any person acquires or obtains all of the shares in the Company, or
- (c) the passing of a resolution for the winding-up of the Company

3.2 *As regards capital*

3.2.1 On a winding-up or other return of capital (otherwise than on redemption or purchase by the company of any of the Preference Shares) the assets of the company available for distribution among the members shall be applied

- (a) firstly, in paying to the holders of the Preference Shares any accrued unpaid Preference Dividend,
- (b) secondly, and subject to Regulation 3.2.1(a) in paying to the holders of the Preference Shares a sum of £1 per Preference Share,
- (c) thirdly, and subject to Regulation 3.2.1(a) and Regulation 3.2.1(b) above, in repaying to the holders of the Ordinary Shares a sum per share equal to the nominal amount paid up or credited as paid up on such share, and
- (d) fourthly, and subject to Regulation 3.2.1(a), Regulation 3.2.1(b) and Regulation 3.2.1(c) above, the balance, if any, of such assets, subject to any special rights which may be attached to any class of shares

which may be issued in the future, shares which may be issued in the future, shall belong to and be distributed among the holders of the Ordinary Shares

3 2 2 On the sale, transfer or other disposal of the whole or substantially all of the business and assets of the Company whether by one transaction or a series of transactions or arrangements (an "**Asset Sale**"), the Company shall (insofar as it is lawfully able) as soon as practicable distribute by means of dividend or otherwise to the shareholders the proceeds of such Asset Sale (after payment of the Company's liabilities, including any costs associated with such Asset Sale) and those proceeds shall be distributed between the shareholders in the manner set out in Regulation 3 2 1 as if such Asset Sale constituted a winding-up of the Company

3 2 3 In the event of the proposed completion of any transaction (however effected) or series of transactions whereby any third party, person, firm or company (a "**Purchaser**") purchases any interest in any shares in the share capital of the Company as a result thereof the Purchaser acquires a majority of the "equity share capital" (such term having the meaning given to it in section 548 Companies Act 2006) in issue of the Company (a "**Sale**"), the directors shall not register the transfer or transfers to effect the Sale unless the Purchaser agrees as part of the Sale agreements to purchase all of the Preference Shares in issue at the same time as completion of the Sale and the proceeds of such Sale shall be apportioned between the shareholders as follows

(a) where the consideration paid by the proposed Purchaser (the "**Consideration**") reflects a valuation (as determined by the directors) of the entire issued and to be issued share capital of the Company (the "**Entire Company Value**") which is equal to or below an amount equal to the product of (the number of Preference Shares in issue at such time multiplied by £1) plus any accrued unpaid Preference Dividend (the "**Threshold Value**").

(i) the price per Preference Share sold by the holders of the Preference Shares shall be an amount equal to the Threshold Value divided by the number of Preference Shares in issue at the date of the Sale, and

(ii) the price per Ordinary Share shall be nil, and

(b) where the Consideration reflects a valuation (as determined by the directors) of the Entire Company Value which is above the Threshold Value

(i) the price per Preference Share sold by the holders of the Preference Shares shall be £1 plus any accrued unpaid Preference Dividend in respect of such Preference Share, and

(ii) the price per Ordinary share held by the holders of the Ordinary Shares shall be an amount equal to the difference between the Threshold Value and the Entire Company Value divided by the total number of Ordinary Shares in issue at the date of the Sale

3 2 4 For the purposes of Regulation 3 2 3, the Consideration shall be deemed to include any consideration (whether in cash or otherwise) paid or payable by or on behalf of the Purchaser which, having regard to the substance of the transaction as a whole, would reasonably be regarded as an addition to the price so paid or payable. The value of any non-cash consideration shall be determined by the directors

3 2 5 The holders of the Preference Shares may at any time after Listing and by giving at least five business days' notice in writing to the Company, convert their Preference Shares into the shares that are the subject of the Listing. The number of such shares (X) into which the Preference Shares shall be converted shall be determined by the following formula

$$X = \frac{A}{B}$$

Where A is the relevant number of Preference Shares and where B is the average of the closing mid-market prices (expressed in pounds and decimals thereof) of the shares that are the subject of the Listing for the five trading days immediately following the date of the holder's notice to the Company. Each closing mid-market price to be as shown, where relevant, in the Daily Official List of the London Stock Exchange plc or, in other circumstances, a reputable trading system providing prices for the relevant market

3 2 6 In this Regulation 3 2, "**Listing**" means

- (a) the admission of any of the shares in the Company or depository receipts representing such shares to the Official List of the UK Listing Authority and/or to trading on London Stock Exchange plc's market for listed securities; or
- (b) the admission to trading of any such shares in the Company on any other market regulated by London Stock Exchange plc (including the AIM market), or
- (c) the admission of any of the shares in the Company for trading on any prescribed market (as defined in the Financial Services and Markets Act 2000), or
- (d) the offering to the public in any jurisdiction of any of the shares in the Company for sale or subscription

3 3 *As regards voting*

- 3 3 1 For as long as any Preference Shares remain in issue, the board shall not issue, allot, create or increase the amount of any shares of any class or any security convertible into shares of any class ranking, as regards rights to participate in the company's profits or assets, in priority to the Preference Shares, except with the written consent of the holders of 75% in nominal value of the outstanding Preference Shares or the sanction of a resolution passed at a class meeting of the holders of the outstanding Preference Shares carried with a majority of not less than 75% of those voting in person or by proxy
- 3 3 2 The rights, preferences and privileges attached to the Preference Shares may be varied or abrogated only with the written consent of the holders of not less than 75% in nominal value of the outstanding Preference Shares or with the sanction of a resolution passed at a class meeting of the holders of the outstanding Preference Shares carried with a majority of not less than 75% of those voting in person or by proxy.
- 3 3 3 Subject to Regulation 3.3.1 and Regulation 3 3 2, the Preference Shares shall not entitle the holders to receive notice of or to vote at general meetings of the Company

3 4 *As regards redemption*

3.4 1 Subject to the provisions of the Companies Act 2006 (as amended) the Company may, at any time, redeem any Preference Shares then remaining in issue (provided that they are fully paid) by giving not less than 14 days written notice of such redemption. There shall be paid on each Preference Share redeemed the sum of £1.

3.4 2 Any notice of redemption shall specify the number of Preference Shares to be redeemed, the date fixed for redemption and the place at which:

(a) the share certificates for such shares must be delivered to the Company for cancellation (or an indemnity in lieu thereof in a form satisfactory to the Company), and

(b) the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of such shares) the amount due to him in respect of such redemption.

3.4 3 If any holder of Preference Shares whose shares are liable to be redeemed under this Regulation 3.4 shall fail or refuse to deliver up the certificate for his shares the Company may retain the redemption monies until delivery up of the certificate or of an indemnity in respect of the certificate satisfactory to the Company and shall within seven days thereafter pay (by cheque despatched at the holder's risk) the redemption monies to the shareholder. No holder of Preference Shares shall have any claim against the Company for interest on any redemption monies so retained.

4 **CONVERSION**

In the event of a Listing and a subsequent conversion of the Preference Shares by a holder of Preference Shares into the shares that are the subject of the Listing pursuant to Article 3.2.5 above, such conversion shall be effected in such manner as may be authorised by law and as the directors shall determine, subject to the provisions of these Articles, including but not limited to, subdivision, consolidation, redemption or creation of "worthless" deferred shares and the members of the Company shall vote in favour of all necessary resolutions to effect such conversion (including granting to the directors all the necessary authorities to do so at any shareholder meeting held in anticipation of such a Listing at which resolutions will be put to shareholders to amend the articles of association of the Company and/or reorganise the share capital of the Company).

5 **LIENS AND CALLS**

- 5 1 The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of any member whether solely or one of two or more joint holders for all monies presently payable by him or his estate to the Company, but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all distributions and other moneys or property attributable to it.
- 5 2 The liability of any member in default in respect of a call shall include expenses. The following words shall be added at the end of the first sentence of Regulation 18 of Table A "and all expenses that may have been incurred by the Company by reason of such non-payment"
- 5 3 In Regulation 19 of Table A there shall be substituted for the words "all dividends or other moneys payable in respect of the forfeited shares" the words "all distributions and other moneys or property attributable to it"
- 5 4 The directors may, if they think fit, receive from any member all or any part of the sums for the time being uncalled and unpaid on any of his shares

6 **PRE-EMPTION PROCEDURE**

- 6 1 For the purposes of this Regulation, the "**Fair Price**" is the price that the auditors of the Company state in writing to be in their opinion the fair value of the shares concerned on a sale on arm's length terms as between a willing seller and a willing buyer. In determining such fair value, the auditors shall be instructed in particular to have regard to the rights and restrictions attached to the shares in respect of income and capital, to disregard whether or not these shares represent a minority interest and in stating the Fair Price the relevant auditors (whose fees and expenses shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall, in the absence of manifest error, be final and binding on the parties and a "**Purchaser**" is a person who expresses a willingness to purchase Offered Shares (as defined in Regulation 6 3 below)
- 6 2 Except as provided in Regulations 7 or 9, no member or person entitled to shares in the Company by transmission who holds less than 10 per cent of the ordinary issued share capital of the Company (the "**Proposing Transferor**") shall be

entitled to transfer, mortgage, charge or otherwise dispose of the whole or any part of their interest in, or grant any option or other rights over, any of the Ordinary Shares they hold in the capital of the Company without first offering the Ordinary Shares for transfer to the other shareholders in the Company in accordance with this Regulation 6. The offer may be in respect of all or part only of the Ordinary Shares held by the Proposing Transferor but must include Ordinary Shares in the Company held by such shareholders' Privileged Relations and/or Family Trusts (as defined in Regulation 7.1) and must be made by the Proposing Transferor providing notice in writing to the Company containing the details of the proposed disposal (a **"Transfer Notice"**)

- 6.3 The Transfer Notice shall specify the number of Ordinary Shares to be transferred, mortgaged, charged or otherwise disposed of by the Proposing Transferor (the **"Offered Shares"**) and the price at which such disposal is to take place (the **"Specified Price"**) and in the event that a price is not specified, the Fair Price. The Transfer Notice shall constitute the directors of the Company as agents of the Proposing Transferor for the sale of the Offered Shares to the other shareholders in the Company at the Specified Price/Fair Price (as applicable). Except in the case of a Transfer Notice served (or deemed served) pursuant to Regulations 7 or 8, the Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this Regulation, none shall be sold and such a provision shall be binding. A Transfer Notice may not be revoked unless the directors of the Company otherwise agree.
- 6.4 On receipt by the Company of the Transfer Notice, the directors of the Company shall as soon as reasonably practicable give notice to those shareholders in the Company holding the same class of shares as the Offered Shares (other than the Proposing Transferor and any other shareholder who has given or been deemed to have given a Transfer Notice pursuant to these Regulations that remains outstanding) of the number and the description of the Offered Shares and the Specified Price or the Fair Price (as applicable). The notice shall invite such shareholders to state in writing to the Company within 30 days whether they are willing to purchase any, and if so, the maximum number of Offered Shares that they would like to purchase at the Specified/Fair Price (as applicable). The directors of the Company shall also provide a copy of the notices sent to the Company's shareholders to the Proposing Transferor.

- 6 5 On the expiration of the 30 day period referred to in Regulation 6 4, the directors shall allocate the Offered Shares to or amongst the Purchasers and such allocation shall be made so far as practicable as follows
- 6 5 1 each allocation between the holders of shares in the Company shall, in the case of competition, be made pro rata to the number of shares of the same class as the Offered Shares held by each shareholder but such number shall not exceed the maximum number of shares requested by such shareholder pursuant to Regulation 6.4 above, and
- 6 5 2 if the Transfer Notice states that the Proposing Transferor is not willing to transfer part only of the Offered Shares, no allocation will be made unless all the Offered Shares are allocated
- 6 6 On the allocation being made, the directors shall give details of the allocation in writing to the Proposing Transferor and each Purchaser and, on the seventh day after such details are given, the Purchasers to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the Proposing Transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective Purchasers to whom the allocation has been made
- 6 7 If the Proposing Transferor, after becoming bound to transfer Offered Shares fails to do so, the Company may receive the purchase price from the Purchasers on behalf of the Proposing Transferor and the board of directors of the Company may appoint a person to execute instruments of transfer of the Offered Shares in favour of the Purchasers to whom the allocation has been made and shall cause the names of those Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares and shall cause share certificates to be issued accordingly to the Purchasers and shall hold the purchase price in trust for the Proposing Transferor The receipt of the purchase price by the Company shall be a good discharge to those Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person
- 6 8 If, following the expiry of the 30 day period referred to in Regulation 6 5, any or all of the Offered Shares have not been allocated under that Regulation, the Proposing Transferor may at any time within a period of 21 days after the expiry of the 30 day

period transfer the Offered Shares not allocated to any person and at any price, provided such price is not less than the Specified Price/Fair Price (as applicable) and provided that:

- 6.8.1 if the Transfer Notice contained a provision that, unless all the Offered Shares are sold none shall be sold, the Proposing Transferor shall not be entitled to transfer any of the Offered Shares unless in aggregate all the Offered Shares are so transferred by the Proposing Transferor; and
- 6.8.2 the directors may require to be reasonably satisfied that those shares are being transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to register any transfer of shares pursuant to Regulation 2.5)
- 6.9 The Company shall not be required to, and shall not, offer any Offered Shares to any person who has given or has been deemed to have given a Transfer Notice pursuant to Regulations 6, 7 or 8 on or prior to the date the relevant Transfer Notice is received by the Company

7 PERMITTED TRANSFERS

- 7.1 For the purposes of this Regulation, a **"Shareholder"** is any holder of shares in the Company, a **"Privileged Relation"** is in relation to an individual Shareholder, the spouse of the relevant individual Shareholder and the individual Shareholder's children (including step children), a **"Family Trust"** is a trust under which no immediate beneficial interest in the shares in question is for the time being or may in the future be vested in any person other than the Shareholder concerned or a Privileged Relation of such Shareholder and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustee or trustees or the Shareholder concerned or a Privileged Relation of such Shareholder and a **"Wholly-owned Group"** is a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate), "holding company" and "subsidiary" having for this definition only the meaning given to them in section 736 of the Act

7.2 *Transfers of Preference Shares*

Any member may at any time transfer, mortgage, charge or otherwise dispose of the whole or any part of their interest in, or grant any option or other rights over, any of the Preference Shares they hold in the capital of the Company

7.3 *Transfers to family shareholders and family trusts*

7.3.1 All Shareholders (or the legal personal representatives of a deceased Shareholder) may at any time transfer the shares held by him in the Company to a Privileged Relation and/or the trustees of his Family Trust

7.3.2 The trustees of a Family Trust (who have been issued with or transferred shares pursuant to Regulation 7.3.1) may, on change of trustees, transfer shares held by them in their capacity as trustees to the new trustees of that Family Trust

7.3.3 The trustees of a Family Trust may also transfer any of the shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or back to the settlor of the Family Trust provided that such person is a Privileged Relation of the individual Shareholder who transferred the shares to the Family Trust pursuant to Regulation 7.3.1

7.3.4 If any trust whose trustees hold shares ceases to be a Family Trust or any Privileged Relation who holds shares ceases to be a Privileged Relation, in either case in relation to the individual Shareholder who has transferred the shares to the Family Trust and/or Privileged Relation pursuant to Regulation 7.3.1, the trustees or the Privileged Relation as the case may be shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those Shares and, if the trustees or the Privileged Notice fail to give a Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of those shares

7.4 *Transfers by corporate shareholders*

7.4.1 A corporate member may at any time transfer shares to another member of its Wholly-owned Group

7.4.2 If a corporate member holding shares transferred to it under Regulation 7.4.1 ceases to be a member of the same Wholly-owned Group as the original corporate member who held them, the corporate member then holding those shares shall

transfer the shares back to the person which originally transferred the shares under Regulation 7.4.1 and, in default of such transfer within 30 days shall notify the Company that this event has occurred and shall give a Transfer Notice in respect of them and, if the corporate member then fails to give a Transfer Notice within such period, it shall be deemed to have served the Company with a Transfer Notice in respect of them

8 DECEASED AND BANKRUPT SHAREHOLDER PROVISIONS

8.1 Regulations 29, 30 and 31 of Table A shall be applied subject to the provisions of Regulation 8.2

8.2 A person entitled to a share(s) in the Company in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by the board of directors of the Company so to do, to give a Transfer Notice in respect of such share(s), and if such person fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of the share(s). The provisions of Regulation 6 shall apply to the share(s) and the Transfer Notice, the Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the directors required the Transfer Notice to be given and the Specified Price shall be the Fair Price as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company

9 DRAG ALONG RIGHTS

9.1 The holder(s) of more than 50 per cent of the votes exercisable at general meetings of the Company (the "**Sellers**") may, provided that they wish to sell all of their holdings of shares in the Company on arm's length terms to a bona fide third party not being a member of the Company (the "**Proposed Purchaser**"), (the shares in the Company to be sold by the Sellers being referred to as "**Sale Shares**") give the Company not less than 30 days' advance written notice of the proposed sale before selling the Sale Shares. That notice (the "**Selling Notice**") must include details of the Sale Shares and the proposed price for each Selling Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed sale being a date not less than 30 days (subject to the next sentence) from the date of the Selling Notice ("**Completion**"). The Sellers may specify more than one date (which can be later

than the 30 days from the date of the Selling Notice) in the Selling Notice if necessary for the purpose of ensuring that rights to acquire shares in the Company become exercisable

- 9 2 Immediately upon receipt of the Selling Notice, the Company shall forthwith give notice in writing (a "**Compulsory Sale Notice**") to each of the members (other than the Sellers) and all other persons who at the date of such notice have rights (whether or not contingent) granted by the Company to acquire shares (the "**Other Members**") giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares in the Company on the same terms as those contained in the Selling Notice
- 9 3 Where the Sale Shares do not include any Preference Shares the Compulsory Sale Notice shall state that the price at which the Other Members are required to sell their Preference Shares to the Proposed Purchase at completion (pursuant to Regulation 9 2) shall be £1 per Preference Share
- 9 4 Each member and other person who is given a Compulsory Sale Notice shall sell all of the shares in the Company referred to in the Compulsory Sale Notice at the same price per share and on the same terms mutatis mutandis set out in the Selling Notice For the avoidance of doubt any shares redeemed by the Company pursuant to Regulation 3 4 and any shares in the Company held by a Proposed Purchaser shall not be required to be sold
- 9.5 Where the Sellers are to receive consideration from the Proposed Purchaser otherwise than in cash, the Sellers shall procure that the Other Members are offered an amount in cash by the Proposed Purchaser equivalent in value to the non-cash consideration
- 9 6 While Regulation 9 1 applies to Sale Shares held by Other Members following the service of a Compulsory Sale Notice, those Sale Shares may not be transferred otherwise than pursuant to Regulation 9 1
- 9 7 Any transfer of Sale Shares pursuant to a Compulsory Sale Notice shall not be subject to any other restrictions on transfer contained in these Regulations
- 9 8 If any of the Other Members, after becoming bound to transfer their shares pursuant to Regulation 9 4 fail to do so, the Company may receive the purchase price for such shares on behalf of the Other Members and the board of directors of

the Company may appoint a person to execute instruments of transfer in respect of such shares in favour of the Proposed Purchaser or its nominee and shall cause the name of the Proposed Purchaser or its nominee (as applicable) to be entered in the register of members of the Company as the holder of such shares and shall cause share certificates to be issued accordingly to the Proposed Purchaser or its nominee (as applicable) and shall hold the purchase price in trust for the Other Members. The receipt of the purchase price by the Company shall be a good discharge to the Proposed Purchaser or its nominee (as applicable) and, after the Proposed Purchaser or its nominee's name has been entered in the register of members of the Company under this provision, the validity of the transfer shall not be questioned by any person.

10 PROCEEDINGS AT GENERAL MEETINGS

10 1 Subject to any special rights or restrictions as to the voting attached to any shares by or in accordance with these Regulations, or by or in accordance with the terms upon which any shares have been issued

10.1 1 on a show of hands every member

- (a) who (being an individual) is present in person; or
- (b) which (being a corporation) is present by a duly authorised representative,

shall have one vote, and

10 1 2 on a poll every member

- (a) who (being an individual) is present in person or by proxy, or
- (b) which (being a corporation) is present by a duly authorised representative or by proxy,

shall have one vote for every ordinary share of which he is the holder

10 2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided, and subject to the provisions of the Companies (Single Member Private Limited Companies) Regulations 1992 (SI 1992/1699), two members present in person or by proxy or (if a corporate member) by a duly

authorised representative shall be a quorum. Regulation 41 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

10 3 A resolution in writing as is referred to in section 381A of the Act signed by all the members who at the date of the resolution would be entitled to attend and vote at general meetings or

10 3 1 in the case of an individual signed by his duly authorised attorney; or

10 3 2 in the case of a corporation by its duly authorised attorney or by a person duly authorised to do so pursuant to a valid resolution of the directors or other governing body of such corporation,

shall, subject to compliance with section 381B of the Act (rights of the Company's auditors to be sent written resolutions proposed to be agreed and to respond if they wish), be as effective for all purposes as a resolution duly passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form each signed in accordance with the provisions of this Regulation

10 4 The directors shall be entitled to accept that a resolution has been signed by a member if the directors receive a copy of the resolution bearing a facsimile of the member's signature and, if the directors do so accept, the resolution shall be effective for all purposes as having been signed by the member concerned

11 **NOTICE OF GENERAL MEETINGS**

11 1 An annual general meeting and an extraordinary general meeting called for the passing of any special resolution shall be called by at least twenty one clear days' notice All other extraordinary general meetings shall be called by at least fourteen days' notice but a general meeting may be called by shorter notice if it is so agreed

11 1 1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

11 1 2 in the case of any other meeting, by the requisite majority being a majority in number of the members having a right to attend and vote and together holding not less than

- (a) ninety five per cent in nominal value of the shares giving that right, or
- (b) whilst an elective resolution passed by the Company pursuant to section 369(4) of the Act is effective, the relevant majority specified in such resolution or subsequently determined by the Company in general meeting in accordance with such resolution

11 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such

11 3 A notice convening a general meeting shall in the case of special business specify the general nature of the business to be transacted

11 4 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors. Subject to the provisions of these Regulations and to any restrictions imposed on any shares the notice shall be given to all the members and to the directors and auditors

12 **DIRECTORS**

12 1 Unless and until otherwise determined by the Company in general meeting the number of directors (other than alternate directors) shall not be less than one nor shall it be subject to any maximum The quorum for the transaction of the business of the directors shall be two, except where there is only a sole director in office in which case such sole director may act for all purposes and exercise all the powers of the Company. A person who holds office only as an alternate director shall, if he is present but his appointor is not, be counted in the quorum for the transaction of the business of the directors

12 2 A member or members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall together have power from time to time and at any time to appoint any person or persons as director or directors either as an additional director or directors or to fill any vacancy and to remove

from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or, in the case of a member being a corporation, signed by one of its directors on its behalf, and shall take effect upon receipt (including by facsimile) at the registered office of the Company.

- 12.3 The Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors.
- 12.4 The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors
- 12.5 No person shall be disqualified from becoming a director by reason of his attaining or having attained the age of seventy or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age
- 12.6 The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party
- 12.7 A director who declares his interest in the manner provided by the Act may vote as a director in regard to any contract or arrangement in which he is interested (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such contract or arrangement is under consideration
- 12.8 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as effective for all purposes as a resolution passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more of the directors The

directors shall be entitled to accept that a resolution has been signed by a director if.

- 12.8.1 the directors receive a copy of the resolution bearing a facsimile of the director's signature,
- 12.8.2 it has been signed by a duly authorised representative for and on behalf of a director,
- 12.8.3 it has been signed by an alternate director validly appointed by a director. If such a resolution is signed by an alternate director validly appointed by a director, it shall not be necessary for that director also to sign the resolution. If such a resolution is signed by a director who has appointed an alternate director, it shall not be necessary for his alternate director also to sign that resolution in that capacity,

and, if the directors do so accept, the resolution shall be effective for all purposes as having been signed by the director

- 12.9 Subject to the provisions of these Regulations, the directors may regulate their proceedings as they think fit
- 12.10 A director may, and the secretary at the request of any director shall, call a meeting of directors
- 12.11 Questions arising at a meeting shall be decided by a majority of votes
- 12.12 A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote
- 12.13 It shall be necessary to give notice of meetings to directors who are absent from the United Kingdom (provided that such directors have given to the Company a forwarding address) and despatch of notices pursuant to these Regulations to such addresses shall be deemed good and effective notice
- 12.14 Directors or, if appropriate, their alternates may participate in or hold a meeting of directors or a committee of directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes

as that of a meeting of the directors or (as the case may be) a committee of the directors duly convened and held with such directors physically present

12 15 In the case of an equality of votes, the chairman shall not have a second or casting vote

12 16 In Regulation 82 of Table A there shall be inserted after the words "such remuneration" the words "for their services as such", and at the end of that Regulation the sentence "A director who has ceased to hold office as such when the resolution is passed shall, unless it otherwise provides, be entitled to be paid the appropriate proportion of any remuneration voted to the directors for a period during all or any part of which he held office"

12.17 In Regulation 84 of Table A there shall be inserted in the third sentence after the words "shall terminate" the parenthesis "(unless the terms of his appointment otherwise provide)".

12 18 In Regulation 87 of Table A there shall be substituted in the first line for the words "The directors" the words "The directors on behalf of the Company"

13 **SECRETARY**

Subject to the provisions of sections 10 and 286 of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit; any secretary may be removed by them. The provisions of sections 283 and 284 of the Act shall be observed

14 **NOTICES**

The Company shall give notice to each member of the Company by sending it by post in a pre-paid envelope addressed to the member at his registered address or by giving it using electronic communications to an address for the time being notified to the Company by the member. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and the notices so given shall be sufficient notice to all the joint holders. In this Regulation and for the purposes of Regulation 113 of Table A, "address" in relation to electronic communications includes any number or address used for the purposes of such communications

15 **PROTECTION FROM LIABILITY**

15 1 For the purposes of this Regulation, a "**Liability**" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "**Associated Company**" shall bear the meaning referred to in section 309A(6) of the Act Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply

15 2 The directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability

15 3 Subject to the provisions of the Act

15 3 1 every director or other officer of the company or any Associated Company of the company shall be indemnified out of the assets of the company against all liabilities and expenses incurred by him in the actual or purported execution or discharge of his duties and in particular (but without limitation) any liability or expenses incurred by him in defending any civil proceedings (including proceedings brought by the company or an Associated Company of the company) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any breach of duty on his part) or in defending any criminal proceedings in which he is acquitted or in connection with any application in which relief is granted to him by the court under section 144 or section 727 of the Act,

15 3.2 the company may grant a specific indemnity to a director or other officer of the company which is a qualifying third party indemnity provision as defined in section 309B of the Act,

15 3.3 the company may provide a director or other officer of the company with funds to meet expenditure incurred or to be incurred by him in defending any civil or criminal proceedings or in connection with any application made by him under section 144 or section 727 of the Act and may do anything to enable a director or other officer to avoid incurring such expenditure provided that any such loan is made or any such other thing is done on terms which are consistent with the requirements laid down by section 337A(4) of the Act