

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**ARCHITECTURE PLB LIMITED**  
**company number: 02385160**  
**("the Company")**

**(Adopted by special resolution passed on 22 November 2022)**

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires, the following definitions and rules of interpretation shall apply:

- 1.1.1 **"Act"** means the Companies Act 2006;
- 1.1.2 **"Appointer"** shall have the meaning given in article 12;
- 1.1.3 **"Articles"** means the Company's articles of association for the time being in force;
- 1.1.4 **"A Shares"** means the ordinary A shares of £1 each in the capital of the Company;
- 1.1.5 **"Board"** means the board of directors of the Company from time to time;
- 1.1.6 **"B Shares"** means the ordinary B shares of £1 each in the capital of the Company;
- 1.1.7 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in England and Wales;
- 1.1.8 **"Disposal"** means the sale or other disposal of any subsidiary or subsidiaries or other assets (except current assets disposed of in the ordinary course of trading) representing (in terms of net assets, turnover or pre-tax profits) more than ninety per cent of the net assets, turnover or pre-tax profits of the Group as shown by its latest audited accounts or its latest management accounts;
- 1.1.9 **"Distributable Profits"** has the meaning given in section 736 of the Act;
- 1.1.10 **"Eligible Director"** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
- 1.1.11 **"Exit"** means a Share Sale or a Disposal or a Listing;
- 1.1.12 **"Exit Proceeds"** means:

- 1.1.12.1 on a Listing, the value at the Listing Value of the then issued ordinary shares (other than those issued under the Listing arrangement to raise new money); or
- 1.1.12.2 on a Share Sale, the consideration payable for the shares of the Company under and the subject of the terms of the Share Sale; or
- 1.1.12.3 on a distribution of Remaining Assets relevant to Article 17.1, the amount or value of the assets the subject of the distribution;
- 1.1.13 **"Group"** means the Company and (if any) its Subsidiaries and/or Holding Company and/or any Subsidiaries of such Holding Company from time to time and **"Group Company"** shall mean any member of the Group;
- 1.1.14 **"Group Reorganisation"** means any arrangement (by scheme of arrangement, share exchange, under section 110 of the Insolvency Act 1986 or otherwise) under which the Shares in the Company are acquired by a new body corporate in terms that the shareholders of the body corporate and the value of their respective shareholdings and equity interests in that new body corporate after that acquisition are the same or substantially the same as they were immediately prior to that acquisition, disregarding any changes in such shareholdings consequent on the exercise of options and similar entitlements under employee and similar share incentive arrangements operated by the Group or any of its members at the time of the acquisition;
- 1.1.15 **"Leaver"** means any Shareholder who ceases to be a director or an employee of any Group Company and who does not continue as, or become, a director or an employee of any other Group Company;
- 1.1.16 **"Listing"** means the becoming effective of a listing of any Group Company's securities on a Stock Exchange or the granting of permission for any of any Group Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began;
- 1.1.17 **"Listing Value"** means, in the event of a Listing and as regards an ordinary share, the value of that share (or the share capital into which it has been converted or re-designated or attributable to it at the time of the Listing), as determined by reference to the price at which the ordinary shares of the Company are to be issued or (as appropriate) placed or, in the case of an offer for sale by tender, by reference to the applicable striking price, as part of the Listing arrangements;
- 1.1.18 **"Model Articles"** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles)

Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

- 1.1.19 **"Ordinary Shares"** means the ordinary shares of £1 each in the capital of the Company;
- 1.1.20 **"Relevant Officer"** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by Section 235(6) of the Act));
- 1.1.21 **"Shares"** means the shares (of any class) in the capital of the Company;
- 1.1.22 **"Shareholders"** means the registered holders of Shares and **"Shareholder"** shall be construed accordingly;
- 1.1.23 **"Share Sale"** means (subject as provided below) the sale or transfer of any Shares constituting at least ninety per cent of the issued share capital of the Company to a single purchaser or to one or more purchasers as part of a single transaction, or the acquisition (whether or not as part of a single transaction) of Shares constituting such an interest by any person or group of persons who are connected persons of each other or who are acting in concert and who did not previously hold such an interest but excluding any sale or transfer of Shares or interest in them as part of a Group Reorganisation;
- 1.1.24 **"Stock Exchange"** means The London Stock Exchange plc (including the Alternative Investment Market operated by The London Stock Exchange plc) or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) and their respective share dealing markets;
- 1.1.25 **"Subsidiary"** and **"Holding Company"** shall be as defined in Section 1159 of the Act;
- 1.1.26 **"Super Dividend"** means dividends declared on the Ordinary Shares and specifically confirmed by the Board to be part of the super dividend (rather than dividends declared in the ordinary course).
- 1.1.27 **"Super Dividend Amount"** has the meaning given in Article 16.6;
- 1.1.28 **"Transfer Notice"** means an irrevocable notice in writing given by any Shareholder to the Company where the Shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any Shares, and where such notice is deemed to have been served it shall be referred to as a **"Deemed Transfer Notice"**.
- 1.1.29 **"Unpaid Super Dividend Amount"** means an amount per ordinary share equal to the Super Dividend Amount less any Super Dividends paid per ordinary share since the date of adoption of these Articles;

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have those meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an “**Article**” is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.5.1 any subordinate legislation from time to time made under it; and
  - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 References to a person being “**connected**” in relation to another, are references to a person who is connected with the other within the meaning of Section 1122 Corporation Tax Act 2010.
- 1.7 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 **MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles.
- 2.2 Articles 7,8, 9(1), 11(2) and (3), 13, 14(1) (2) (3) and (4), 17(1) and (2), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 2.3 Article 27(3) of the Model Articles shall be amended by the insertion of the words “, subject to Article 11,” after the word “But”.
- 2.4 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Article 28,” after the words “the transmittee’s name”.
- 2.5 Article 20 of the model articles shall be amended by the insertion of the words “(including alternate directors) and the secretary” before the words “properly incur”.

## 3 **DIRECTORS’ DECISIONS**

- 3.1 The general rule about decision-making by directors is that any decision of the directors must be either a decision of at least 65% of the directors in office, taken at a meeting or a decision taken in accordance with articles 3.3 to 3.5 inclusive.
- 3.2 If
  - 3.2.1 the company only has one director; and
  - 3.2.2 no provision of the articles requires it to have more than one director

the general rule in article 3.1 does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

- 3.3 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 3.4 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 3.5 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a meeting in conformity with Article 5.

#### **4 CALLING A DIRECTORS' MEETING**

- 4.1 Any director may call a directors meeting by giving notice of the meeting (or such lesser notice as all Eligible Directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

#### **5 QUORUM FOR A DIRECTORS' MEETING**

- 5.1 Subject to article 5.2, the quorum at any meeting of the directors (including adjourned meetings) shall be at least 65% of the appointed directors save that in the event that the company has only one director or one director eligible to vote, then quorum for such meeting shall be one director.
- 5.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 5.3 If the total number of directors in office for the time being is less than the quorum required, the then director or directors must not take any decision other than a decision:
  - 5.3.1 to appoint further directors; or
  - 5.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.
- 5.4 If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 15 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those Eligible Directors present will constitute a quorum.

#### **6 VOTING AT DIRECTORS' MEETINGS**

- 6.1 If the number of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

## **7 DIRECTORS' TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in Section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under Section 176 of the Act.

## **8 DIRECTORS' OTHER CONFLICTS OF INTEREST**

- 8.1 The directors may or the Shareholders by ordinary resolution may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which is not encompassed by, or is not addressed in accordance with, Article 7, and which would, if not authorised, involve a director breaching his duty under Section 175 of the Act to avoid conflicts of interest ("**Conflict**").
- 8.2 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
  - 8.2.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - 8.2.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
  - 8.2.3 be terminated or varied by the directors at any time;

provided that any such termination or variation will not affect anything done by the director in accordance with the terms of the authorisation, prior to such termination or variation, coming into effect.

- 8.3 In authorising a Conflict the directors or Shareholders (as the case may be) may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 8.3.1 disclose such information to the directors or to any director or other officer or employee of the Company; or
  - 8.3.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.
- 8.4 Where the directors or Shareholders (as the case may be) authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- 8.4.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
  - 8.4.2 is not given any documents or other information relating to the Conflict; and
  - 8.4.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 8.5 Where the directors or Shareholders (as the case may be) authorise a Conflict:
- 8.5.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors or Shareholders (as the case may be) in relation to the Conflict; and
  - 8.5.2 the director will not infringe any duty he owes to the Company by virtue of Sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Shareholders or directors impose (as the case may be) in respect of its authorisation.
- 8.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Company in general meeting or by shareholder written resolution (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## 9 **DIRECTORS' RECORDS**

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

10      **NUMBER OF DIRECTORS**

Unless otherwise determined by special resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

11      **APPOINTMENT AND REMOVAL OF DIRECTORS**

11.1    Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

11.1.1      By ordinary resolution; or

11.1.2      By decision of the directors.

11.2    In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director and such appointment shall take effect upon delivery.

11.3    A director may be removed from office by a decision of the directors.

12      **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

12.1    Any director ("**Appointer**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

12.1.1      exercise that director's powers; and

12.1.2      carry out that director's responsibilities,

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

12.2    Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

12.3    The notice must:

12.3.1      identify the proposed alternate; and

12.3.2      in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

13      **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

13.1    An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

13.2    Except as the articles specify otherwise, alternate directors:

13.2.1      are deemed for all purposes to be directors;

13.2.2      are liable for their own acts and omissions;

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

13.2.4      are not deemed to be agents of or for their appointors

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



- 13.3 A person who is an alternate director but not a director:
- 13.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 13.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
  - 13.3.3 shall not be counted as more than one director for the purposes of articles 13.3.1 and 13.3.2.
- 13.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 13.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

#### 14 **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates:

- 14.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 14.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 14.3 on the death of the alternate's appointor; or
- 14.4 when the alternate's appointor's appointment as a director terminates.

#### 15 **SECRETARY**

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

#### 16 **RIGHTS ATTACHING TO SHARES**

- 16.1 Except as otherwise provided in these Articles, the Ordinary Shares, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 16.2 The B Shares shall not confer any right to receive a dividend.
- 16.3 The B Shares shall not confer any right to receive notice of, to attend or to vote in any General Meeting of the Company nor the right to vote in respect of any written shareholder resolution.

- 16.4 Subject to Article 16.7, the profits of the Company which are resolved to be divided amongst the Shareholders in any year shall be applied in paying to the holders of the respective classes of shares dividends at such respective rates (if any) as the Board shall determine and so that a dividend or dividends may be declared on one or several classes of shares to the exclusion of any class or classes and that dividends at different rates may be declared on the respective classes of shares, except that the holders of the B Shares shall not be entitled to participate in any distribution or dividends declared by the Board at any time.
- 16.5 Subject to Article 16.7, the directors may pay an interim dividend or dividends on one or several classes of shares to the exclusion of any class or classes and may pay interim dividends at different rates on the respective classes of shares, except that the holders of the B Shares shall not be entitled to participate in any interim distribution or interim dividends declared by the Board at any time.
- 16.6 The Ordinary Shares shall automatically convert into A Shares upon the payment of Super Dividends since the date of adoption of these Articles which in aggregate are equal to or greater than £21 per Ordinary Share (the "**Super Dividend Amount**") and all Shareholders shall exercise the voting rights as Shareholders (and where applicable as Directors) to pass all resolutions and do all such things as may be required to effect the same.
- 16.7 No dividend shall be declared in respect of the A Shares until such time as Super Dividends equal to or greater than the Super Dividend Amount have been paid to the holders of the Ordinary Shares since the date of adoption of these Articles.

## 17 **LIQUIDATION PREFERENCE**

- 17.1 On a return of assets on liquidation, capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities ("**Remaining Assets**") shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:
- 17.1.1 first, in distributing the Remaining Assets up to the value of the Unpaid Super Dividend Amount among the holders of the Ordinary Shares pro rata to the total number of Ordinary Shares held by them (and if there are insufficient Remaining Assets to pay such sums in full the Remaining Assets which are available shall be distributed between the holders of the Ordinary Shares on a pro rata basis);
- 17.1.2 secondly, in paying to the holders of the B Shares the lower of:
- 17.1.2.1 the sum of £11.85 per B Share; and
- 17.1.2.2 the price per share calculated where the balance of the Remaining Assets are distributed among the holders of the Ordinary Shares, the A Shares and the B Shares pro rata to the total number of Shares held by them, as if the Ordinary

Shares, the A Shares and the B Shares constituted the same class of Share;

17.1.2.3 thirdly, in paying to the holders of the Ordinary Shares and the A Shares the sum of £11.85 per Share (and if there are insufficient Remaining Assets to pay such sums in full the Remaining Assets which are available shall be distributed between the holders of the Ordinary Shares and the A Shares on a pro rata basis); and

17.1.2.4 thereafter, in distributing the balance of the Remaining Assets among the holders of the Ordinary Shares and the A Shares pro rata to the total number of Shares held by them as if the Ordinary Shares and the A Shares constituted the same class of Share.

## 18 EXIT PROVISIONS

18.1 On a Listing or on or following a Share Sale the Exit Proceeds attributable to the Shares shall be allocated as far as reasonably practicable in the order of priority set out in Article 17, on the basis that the Exit Proceeds shall be treated as Remaining Assets. The directors shall not register any transfer of Shares if the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale is not distributed in that manner provided that, if the Exit Proceeds are not settled in their entirety upon completion of the Share Sale:

18.1.1 the directors may register the transfer of the relevant Shares, provided that the Exit Proceeds due on the date of completion of the Share Sale has been distributed in the order of priority set out in Article 16.4 (on the basis that the Exit Proceeds shall be treated as Remaining Assets); and

18.1.2 each Shareholder shall take any reasonable action (to the extent lawful and within its control) to ensure that the balance of the Exit Proceeds are distributed in the order of priority set out in Article 16.4 (on the basis that the Exit Value shall be treated as Remaining Assets).

18.2 The value of Exit Proceeds which represent consideration other than cash payable on completion of a Share Sale shall be an amount reasonably determined by the directors.

18.3 On a Disposal, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 16.4 on the basis that such surplus assets are treated as Remaining Assets, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, each Shareholder shall (to the extent lawful and within its control) take any reasonable action (including, but without prejudice to the generality of this Article

18.3, such action as may be necessary to put the Company into voluntary liquidation) so that Article 16.4 applies.

**19 FURTHER ISSUE OF SHARES: AUTHORITY**

19.1 Subject to the provisions of this Article 16, the directors are generally and unconditionally authorised, for the purposes of Section 551 of the Act and generally, to exercise any power of the Company to:

19.1.1 offer or allot;

19.1.2 grant rights to subscribe for or to convert any security into;

19.1.3 otherwise deal in, or dispose of,

any Shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

19.2 The authority referred to in Article 19.1:

19.2.1 shall be limited to a maximum nominal amount of £7,388;

19.2.2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary; and

19.2.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

**20 FURTHER ISSUE OF SHARES: NO RIGHT OF PRE-EMPTION**

20.1 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.

20.2 Subject to Section 551 of the Act, any equity securities shall be at the disposal of the directors 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.

**21 SHARE TRANSFERS**

21.1 No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any Share or any interest in any Share except in accordance with the terms of Articles 22, 23 or 24 (in which events the Board shall approve such disposal).

21.2 For the purpose of ensuring that a particular transfer of Shares is permitted under these Articles, the directors may require the transferor or the person named as the transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of the directors within a period of 20 Business Days after such request the directors shall be entitled to refuse to register the transfer in question.

21.3 The directors may refuse to register a transfer if it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind.

21.4 If a Shareholder becomes aware of any event which is deemed to give rise to an obligatory transfer event in accordance with Article 24 he shall immediately give written notice of such event to the directors.

## 22 **PERMITTED TRANSFERS**

22.1 A Shareholder may transfer his shares in the company with the prior written consent of the Board.

## 23 **BUY BACK OF SHARES BY THE COMPANY**

23.1 Save for any transfer made in accordance with article 22, a Shareholder wishing to transfer or otherwise dispose of any legal or beneficial interest in his Shares ("**Seller**") must give a Transfer Notice in respect of his Shares to the Company. The Transfer Notice shall be in respect of only one class of Share and shall specify the number and class of Shares which the Seller wishes to sell (for the purposes of this Article 23, the "**Sale Shares**"). The Transfer Notice shall constitute the appointment of the Company as the Seller's agent for the sale of the Sale Shares in accordance with this Article 23. A Transfer Notice shall not be withdrawn without the consent of the directors.

23.2 The sale price for the Sale Shares shall be:

23.2.1 in the case of the A Shares and the B Shares, £11.85 per share; or

23.2.2 in the case of the Ordinary Shares, such price as the Seller and the directors shall agree as being fair value less the value of any Super Dividends already paid or, failing agreement, the price certified (upon request by both the Seller and the directors) by the auditors/accountants for the time being of the Company as the fair value of the Sale Shares less the value of any Super Dividends already paid and failing such request by such independent accountants as the parties shall agree or as may be nominated by the president for the time being of the Institute of Chartered Accountants in England and Wales at the request of either the Seller or the directors. In so certifying, the auditors/accountants shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the Seller and the Company and/or the Nominee (defined in Article 23.3.2) (as the case may be) and their fees shall be paid by the parties equally unless otherwise agreed in writing between them.

23.3 Within 10 Business Days of receipt of a Transfer Notice or Deemed Transfer Notice the Company may serve the Seller with written notice of:

23.3.1 its intention to purchase all or any number of the Sale Shares at the sale price; or

23.3.2 nominating any other person to purchase all or any number of the Sale Share at the sale price ("**Nominee**")

upon receipt of such notice, the Seller shall be bound, upon payment of the sale price, to transfer the number of Sale Shares stated in such notice to the Company and/or the Nominee (as directed in such notice).

23.4 Completion of the sale and purchase of the Sale Shares shall be completed at a time and place and appointed by the directors and may be deferred for a reasonable period so as to enable the Company to comply with the relevant provisions of the Act in connection with its said purchase.

23.5 Where a Transfer Notice or a Deemed Transfer Notice is served pursuant to Article 24, the Company shall, provided it has sufficient Distributable Profits and subject to the Company being able to comply with relevant provisions of the Act in relation to the purchase of its own shares, endeavour to purchase of the Sale Shares pursuant to this Article 23 save where the directors have (in their absolute discretion) bona fide reasons for not doing so.

23.6 Where a Transfer Notice or a Deemed Transfer Notice has been served or deemed served pursuant to Article 24 and the Sale Shares are A Shares, if

23.6.1 the company shall fail to serve notice upon the Seller pursuant to article 23.2.2; or

23.6.2 through no default of the Seller, the purchase of the Sale Shares is not completed within five business days after the date appointed by the directors

the Sale Shares shall immediately convert into B Shares and all Shareholders shall exercise their voting rights as Shareholders (and where applicable as Directors) to pass all resolutions and do all such things as may be required to effect the same.

23.7 Where a Transfer Notice or a Deemed Transfer Notice has been served or deemed served otherwise than pursuant to Article 24, if

23.7.1 the company shall fail to serve notice upon the Seller pursuant to article 23.2.2; or

23.7.2 through no default of the Seller, the purchase of the Sale Shares is not completed within five business days after the date appointed by the directors

the Seller shall retain their Shares but shall be at liberty to serve further Transfer Notices provided that at least 6 months has passed between the date of service by such Shareholder of each Transfer Notice.

23.8 If the Seller shall fail to transfer any Share which he has become bound to transfer:

23.8.1 the chairman of the Company (or, failing him, one of the other directors, or some other person nominated by a resolution of the board) may, as agent on behalf of the Seller:

23.8.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Purchasers;

- 23.8.1.2 receive the consideration and give a good discharge for it (and no Purchaser shall be obliged to see to the distribution of the consideration); and
- 23.8.1.3 (subject to the transfers being duly stamped) enter the Purchaser in the register of members as the holders of the Sale Shares purchased by them; and
- 23.8.2 the Company shall pay the consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company; and
- 23.8.3 where a document is being signed for the Seller then the Seller shall indemnify the Company, the directors and any person signing on his behalf against all and any costs, liabilities and losses which he may suffer and which are in any way directly or indirectly associated with such signing.
- 23.9 Any obligation to transfer Shares under this Article 23 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Shares free from any lien, charge, encumbrance or other third party rights such as options.

## 24 **OBLIGATORY SHARE TRANSFERS**

- 24.1 If any of the following events ("**Obligatory Transfer Events**") happen to a Shareholder, such Shareholder (for the purposes of this Article 24, the "**Selling Shareholder**") shall (unless agreed otherwise in writing by the directors) be bound forthwith to give to the Company a Transfer Notice of all the Shares registered in its/his name and in default of such Transfer Notice being given within one month of such event then it/he shall be deemed to have given such notice at the expiration of the said period of one month (or such later date as determined by the Board), all the provisions of Article 23 shall apply to a notice given or deemed given pursuant to this Article:
  - 24.1.1 on the death or bankruptcy of the Shareholder;
  - 24.1.2 on the Shareholder becoming a Leaver;
  - 24.1.3 on the Shareholder suffering a mental or physical impairment which, in the reasonable opinion of a doctor is sufficiently serious to prevent him from carrying out his role as a director or employee of or a consultant to the Company;
  - 24.1.4 the Shareholder being assessed as lacking capacity under the Mental Capacity Act 2005 or any statutory re-enactment, amendment or modification of it;

- 24.1.5 on the Shareholder committing a material breach of the terms of these articles or any shareholders' agreement relating to the Company, such breach not having been rectified within 30 days of the Shareholder being requested to do so by the Board (and for these purposes, if the Shareholder in breach is also a Director (the "**Defaulting Director**"), a Board resolution to request rectification shall be taken by at least 65% of the remaining Directors, excluding the Defaulting Director);
- 24.1.6 in the case of Shares being held by a corporate Shareholder:
- 24.1.6.1 the passing of a resolution for the liquidation of the Shareholder;
- 24.1.6.2 the issue at court by any competent person of a notice of appointment of an administrator in respect of the Shareholder;
- 24.1.6.3 any event occurs or proceeding is taken with respect to the Shareholder in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in 24.1.6.1 - 24.1.6.2.
- 24.2 The directors may require the holder(s) of B Shares (or their transmittee) to give a Transfer Notice in respect of such shares at anytime and (and in default of such Transfer Notice being given within 3 Business Days of such a request from the directors, then it/he shall be deemed to have given such notice at the expiration of the said period of 3 Business Days (or such later date as determined by the Board)) and the provisions of Article 23 shall apply to such notice given or deemed given pursuant to this article.
- 24.3 The Company shall (pursuant to Article 24.2) require the holder(s) of the B Shares (or their transmittee) to give a Transfer Notice in respect of such shares as soon as is reasonably practicable after such shares having converted to B Shares subject at all times to:
- 24.3.1 the Company having sufficient Distributable Profits to purchase such shares in accordance with the provisions of Article 23; and
- 24.3.2 the Company being able to comply with relevant provisions of the Act in relation to the purchase of its own shares,
- save where the directors have (in their absolute discretion) bona fide reasons for not doing so.

## 25 **DRAG ALONG**

- 25.1 If, for so long as there are Ordinary Shares in issue, the holders of at least 70% in aggregate of the Ordinary Shares and A Shares OR where there are no Ordinary Shares in issue, the holders of at least 70% of the A Shares in issue for the time being (the "**Selling Shareholders**") wish to transfer all (but not some only) of their Shares ("**Sellers' Shares**") to a bona fide purchaser ("**Proposed Buyer**") and where



the directors have approved the terms of the proposed sale, the Selling Shareholders shall have the option ("**Drag Along Option**") to require:

- 25.1.1 all the other holders of Shares on the date of the request; and
- 25.1.2 any holders of any options or other rights to acquire or convert an interest into Shares (which is fully and unconditionally exercisable) to exercise them,

(together the "**Called Shareholders**")

to sell and transfer all their interest in Shares including those allotted pursuant to such exercise or conversion with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 25.

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

- 25.2.1 that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to this Article 25;
- 25.2.2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
- 25.2.3 the consideration payable for the Called Shares calculated in accordance with Article 25.4;
- 25.2.4 the proposed date of completion of transfer of the Called Shares.

25.3 Once given, a Drag Along Notice may not be revoked save with the prior consent of the Directors. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 20 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

25.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Buyer were distributed to the holders of the Called Shares and the Seller's Shares in accordance with the provisions of Article 16.4.

25.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 25.

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

- 25.6.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or

- 25.6.2 that date is less than 10 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 10 Business Days after the date of service of the Drag Along Notice.
- 25.7 Within 10 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. The Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to Article 25.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 25.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 25.4 in trust for the Called Shareholders without any obligation to pay interest.
- 25.8 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 25.
- 25.9 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of Article 22.
- 25.10 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

## 26 **SHAREHOLDER QUORUM AND POLL VOTES**

- 26.1 The Quorum for a shareholder meeting shall be such number of Shareholders who are also Directors and represent at least 65% in number of the Directors in office from time to time.
- 26.2 A poll may be demanded at any general meeting by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting.

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

27 **PROXIES**

- 27.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 27.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as additional text at the end of that Article

28 **COMMUNICATIONS**

- 28.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 28.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 2 days after (and excluding) the date that it was posted;
  - 28.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 28.1.3 if properly addressed and sent or supplied by electronic means, six hours after the document or information was sent or supplied; and
  - 28.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 28.2 For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.
- 28.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

29 **INDEMNITY**

- 29.1 Subject to Article 29.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:
- 29.1.1 each Relevant Officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in

which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

29.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 29.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.

29.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

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

## 30 **INSURANCE**

30.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

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