

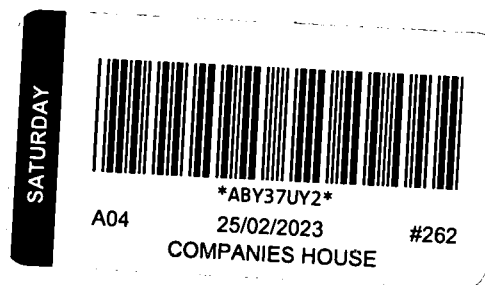
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**ARTICLES OF ASSOCIATION**  
**OF**  
**INSPIRATIONAL DEVELOPMENT GROUP LIMITED**

**Adopted on**

**21<sup>st</sup> February 2023**



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Company number 03914773  
THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
**INSPIRATIONAL DEVELOPMENT GROUP LIMITED**  
(Adopted by special resolution passed on 21<sup>st</sup> February 2023)

INTRODUCTION

1. INTERPRETATION

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

**A Ordinary Shares:** means the Shares of that name having the rights set out in Article 14.

**A Ordinary Share Director:** means a Director appointed under Article 2.

**Aggregate Consideration:** means, on a Share Sale or a Liquidation, the aggregate amount to be received by Shareholders including any deferred payments, after expenses and deductions

**A Preference Shares:** means the Shares of that name having the rights set out in Article 14.

**Act:** means the Companies Act 2006.

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

**B Ordinary Shares:** means the Shares of that name having the rights set out in Article 14.

**Business Day:** means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

**C Ordinary Shares:** means the Shares of that name having the rights set out in Article 14.

**Conflict:** has the meaning given in Article 8.1.

**Director:** means a director of the Company

**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).

**Initial Threshold:** the total of £6 million plus the aggregate nominal value of any issued A Preference Shares and any accrued but unpaid Preference Dividend.

**Liquidation:** means the winding up of the Company under the Insolvency Act 1986.

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

**Ordinary Shareholder:** a person holding one or more Ordinary Shares.

**Ordinary Shares:** means the Shares of that name having the rights set out in Article 14.

**Preference Dividend:** means the dividends to which the holders of A Preference Shares are entitled under Article 13.2(b)(i)

**Second Threshold:** means an amount to be determined by the Directors prior to the issue of any C Ordinary Shares which shall not be less than £10 million.

**Share Sale:** a sale of all the issued Shares (in one transaction or a series of transactions) which will result in the buyer of those Shares and persons acting in concert with him together acquiring control of the Company, except where the members and the proportion of Shares in the acquiring entity held by each of them following completion of the sale are as to at least 90 per cent of the shares the same as the members and their shareholdings in the Company immediately before the sale.

**Shareholder:** means a holder of Shares.

**Shares:** means shares of any class in the Company.

**Shareholder Approval:** means approval by persons holding a majority in number of the issued Ordinary Shares.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## **Objects of the Company**

The objects of the Company are to promote the success of the Company;

(i) for the benefit of its members as a whole; and

(ii) through its business and operations, to have a material positive impact on (a) society and (b) the environment, taken as a whole.

A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in paragraph (1) above, and in doing so shall have regard (amongst other matters) to:

- a. the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders,
- b. the interests of the Company's employees,
- c. the need to foster the Company's business relationships with suppliers, customers and others,
- d. the impact of the Company's operations on the community and the environment and on affected stakeholders,
- e. the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
- f. the need to act fairly as between members of the Company, (together, the matters referred to above shall be defined for the purposes of this Article as the "Stakeholder Interests" and each a "Stakeholder Interest").

For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the

impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
  - (a) the insertion of the words “for the time being” at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words “ and the secretary” before the words properly incur.
- 1.13 In article 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words “, subject to article 10,” after the word “But”.
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles,” after the words “the transmittee’s name”.
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”. Article 31(d) of the Model Articles shall be amended by the deletion of the words “either” and “or by such other means as the directors decide”.

## **DIRECTORS**

### **2. A ORDINARY SHARE DIRECTOR**

- 2.1 The holder of the A Ordinary Shares (or, if there is more than one such holder, the holders of a majority of the A Ordinary Shares), shall be entitled to nominate one person to act as a Director from time to time. The other Shareholders shall not vote their Shares so as to remove any Director appointed pursuant to this Article 2 from office. The holder of the A Ordinary Shares (or the holders of a majority of them) shall be entitled to remove any A Ordinary Share Director from office and appoint another person to act in his place.
- 2.2 Any appointment or removal of an A Ordinary Share Director under Article 2.1 shall take effect at the time that the notice is received at the Company's registered office or produced to a meeting of the Directors.
- 2.3 The A Ordinary Share Director shall be entitled to be appointed to any committee of the board of Directors established from time to time.
- 2.4 The A Ordinary Share Director shall be entitled to be appointed as chairman of each meeting of the board of directors of the Company.

### **3. UNANIMOUS DECISIONS**

- 3.1 A decision of the Directors may be made without a meeting when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 3.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 3.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

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

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

### **5. QUORUM FOR DIRECTORS' MEETINGS**

- 5.1 Subject to Article 5.2, the quorum for the transaction of business at a meeting of Directors is:
- (a) any two Eligible Directors, including the A Ordinary Share Director unless he waives this requirement in relation to a particular meeting; or
  - (b) for so long as there is only one Director, 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 Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the shareholders to appoint further Directors.

## **6. CASTING VOTE**

6.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting has a casting vote.

6.2 Clause 6.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

## **7. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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

- (a) 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;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) 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;
- (e) 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
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in



section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

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

8.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

8.2 Any authorisation under this Article 8 will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested Director's vote had not been counted.

8.3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the

company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

8.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

8.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

8.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **9. RECORDS OF DECISIONS TO BE KEPT**

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

## **10. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall not be less than one.

## **11. APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no shareholders and no Directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

## **12. SECRETARY**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from

time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

## **SHARES**

### **13. PURCHASE OF OWN SHARES**

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital.

### **14. SHARE CLASSES AND RIGHTS**

#### **14.1 Classes**

The share capital of the Company at the date of the adoption of these Articles comprises A Preference Shares, Ordinary Shares and A Ordinary Shares, each of £1 nominal value. The Company may issue further Ordinary Shares and A Ordinary Shares and may also issue B Ordinary Shares and C Ordinary Shares, each also of £1 nominal value.

#### **14.2 Rights of the Shares**

##### **(a) *Voting***

- (i)** Each holder of an Ordinary Share or A Ordinary Share shall be entitled to receive notice of, and attend, general meetings of the Company's members.
- (ii)** On a poll, each holder of Ordinary Shares or A Ordinary Shares shall be entitled to cast one vote per Ordinary Share or A Ordinary Share.
- (iii)** The A Preference Shares, the B Ordinary Shares and the C Ordinary Shares shall not confer on their holders the right to receive notice of, attend or vote at meetings of Shareholders.

##### **(b) *Dividends***

- (i)** The A Preference Shares shall rank for dividends in priority to any other class of shares in the capital of the Company from time to time in issue.

- (ii) The holders of A Preference Shares shall be entitled to a fixed cumulative preferential dividend of 6% per annum on the capital for the time being paid up of the A Preference Shares out of the profits available for distribution and from time to time resolved to be distributed half yearly on 30 June and 31 December in every year.
  - (iii) Any amount which becomes due and payable on the Preference Shares and which is not paid shall be carried forward and be payable in priority to any other dividend payable on a later date or in respect of any other share.
  - (iv) Save as provided above, the A Preference Shares shall not entitle the holders to any further or other rights of participation in the profits of the Company.
  - (v) The holders of the A Ordinary Shares shall, as a class, be entitled to receive an aggregate annual dividend per Share equal to 15% of the Company's profit before bonuses and taxation as reported in its annual financial statements, divided by the number of issued A Ordinary Shares, such dividend to be paid within eight months of the end of each financial period.
  - (vi) The holders of the Ordinary Shares, the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall be entitled to receive such dividend per Share as the Directors may from time to time declare and pay on the Shares of any of those Share classes. The Directors may declare dividends of different amounts per Share depending on the class and shall not be required to declare a dividend on a particular class of Share.
- (c) *Return of capital or sale*

Upon a Share Sale or Liquidation:

- (i) where the Aggregate Consideration is less than or equal to the Initial Threshold the Aggregate Consideration shall be distributed in such form as the same is received, realised or otherwise available for distribution or paid as follows:
  - (A) first, each holder of the A Preference Shares shall be paid the aggregate nominal value of that Share and any accrued but unpaid Preference Dividend on it;
  - (B) second, the balance shall be paid to each of the holders of the Ordinary Shares and the A Ordinary Shares as if they comprised a single class, in proportion to the number of such Shares held by that person.

(ii) where the Aggregate Consideration exceeds the Initial Threshold, the excess of such Aggregate Consideration after distribution under Article 14.2(c)(i) shall be distributed up to and including the Second Threshold, in such form as the same is received, realised or otherwise available, to the holders of the B Ordinary Shares in proportion to the number of B Ordinary Shares held by each of them.

(iii) where the Aggregate Consideration exceeds the Second Threshold, the excess of such Aggregate Consideration after distribution under Article 14.2(c)(i) and (ii) shall be distributed in such form as the same is received, realised or otherwise available for distribution to the holders of the C Ordinary Shares in proportion to the number of C Ordinary Shares held by each of them .

(d) *Redemption*

(i) The Company shall have the right at any time to redeem the whole or any part of the A Preference Shares for the time being issued and outstanding by giving to the holders of the A Preference Shares not less than 28 days prior notice (a "Notice") in writing specifying the number of the A Preference Shares to be redeemed and the date fixed for redemption (a "Redemption Date").

(ii) Subject to Article 14.2(d)(i) and subject to the provisions of the Act the A Preference Shares shall be redeemed by the Company within 30 business days of the approval by the board of the audited accounts of the Company for the financial year ending in the 2019 calendar year to the full extent of the profits available for distribution and to the extent not so redeemed shall be redeemed in accordance with Article 14.2(d)(vi).

(iii) Subject to Article 14.2(d)(i) and subject to the provisions of the Act the Company shall redeem the whole of the A Preference Shares for the time being issued and outstanding upon the happening of any of the following events:

(A) a Listing; or

(B) a Share Sale.

(iv) The Company shall serve Notice in writing on all the holders of the A Preference Shares specifying any date on or prior to the obtaining of a Listing or a Share Sale (a "Redemption Date").

(v) At the Redemption Date the holders of the A Preference Shares shall be bound to deliver to the Company the certificates for the A Preference Shares to be redeemed and the Company shall pay to

each such holder of A Preference Shares the amount paid up or quoted as paid up thereon together with the sum equal to any arrears or accruals of the dividend thereon to be calculated down to the date fixed for redemption and to be payable whether or not such dividend has been declared or earned.

- (vi) If the Company is at any time unable to redeem in accordance with the Act the number of A Preference Shares to be redeemed the Company shall redeem such number of A Preference Shares, if any, as it is then able lawfully to redeem in accordance with the Act and shall redeem the balance due to be redeemed as soon as it is lawfully able to do so. Any such partial redemption shall be made so that A Preference Shares are redeemed as between the holders thereof in proportion to their respective holdings of A Preference Shares.
- (vii) If any holder of A Preference Shares whose shares are liable to be redeemed shall fail or refuse to deliver up the certificate for his A Preference Shares on the Redemption Date the Company may retain the redemption money until the delivery of the certificate or an indemnity in respect of the certificate satisfactory to the Company and shall within seven days thereafter pay the redemption monies to the shareholders. No holder of A Preference Shares shall have any claim against the Company for interest on any redemption monies so retained.

(e) *New issues*

- (i) In relation to the issue of any further B Ordinary Shares or C Ordinary Shares, the holders of the A Ordinary Shares shall, as a class, have the right to subscribe at nominal value for such number of Shares as represent 10% of the total number of Shares of the class concerned on completion of the issue.
- (ii) 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 which are B Ordinary Shares or C Ordinary Shares.

## **15. TRANSFER OF SHARES**

### **15.1 In this Article 15 the expression:**

"Deed of Adherence" means a deed to be entered into by any new shareholder in such form as the existing Shareholders shall reasonably require.

"Founder" means any Shareholder who holds one or more A Ordinary Shares.

- 15.2 No holder of Shares, other than a Founder in respect of Shares of any class (subject to Article 15.7 and 15.8), shall be entitled to transfer any Shares without the consent in writing of each holder of Ordinary Shares and A Ordinary Shares unless the transfer is specifically permitted or required by Articles 15.3-15.8, 16 (Compulsory Transfer and Surrender), 17 (Permitted Transfers) 18 (Drag-Along) or 19 (Tag-Along). Shares may be transferred in accordance with the following provisions of this Article 15 and any holder of such Shares (other than a Founder) who desires to transfer any Shares ("the Vendor") shall give to the Company notice in writing of such desire (the "Transfer Notice"). The Transfer Notice shall state:
- (a) that the Vendor wishes to transfer all or a specified number of his Shares (the "Sale Shares");
  - (b) the price per Share which the Vendor will accept for the Sale Shares.
- 15.3 Subject as hereinafter provided, a Transfer Notice (including a Mandatory Transfer Notice deemed to be given under Article 16) shall constitute the Company as the Vendor's agent for the sale of the Sale Shares at the Sale Price. The Sale Price shall be:
- (a) in the case of a Mandatory Transfer Notice, the amount per Sale Share determined in accordance with Article 16 below;
  - (b) where the Transfer Notice is given under Article 15.2 the price stated therein.
- 15.4 Upon the service of a Transfer Notice (including a Mandatory Transfer Notice), the Company shall as soon as practicable thereafter offer the Sale Shares at the Sale Price to all holders of Ordinary Shares and A Ordinary Shares, or in the case of a Mandatory Transfer Notice only to holders of A Ordinary Shares, in either case not including the Vendor ("Relevant Members"), pro rata as nearly as may be in proportion to their respective holdings of Shares ("Entitlement"). Sale Shares shall be offered as follows to the Relevant Members as at such date (the "Record Date") as the Directors shall determine to be the latest practicable date having regard to the date upon which it is proposed to make the offer:
- (a) the offer shall be made by notice in writing to each Relevant Member limiting the time (not being less than seven days nor more than fourteen days) within which the offer may be accepted, specifying (1) the number of Sale Shares offered to that Relevant Member ("firm shares") which shall be calculated as that proportion (making such allowances for fractional entitlements as the Directors consider expedient) of the total number of Sale Shares being offered to all Relevant Members as is equal to the Entitlement of that Relevant Member as at the Record Date and (2) inviting that Relevant Member to indicate whether or not, and if so in respect of how many of the Sale Shares being offered to other Relevant Members he will purchase in

respect of which Relevant Members do not accept the offer made to them ("excess shares");

- (b) acceptances and indications as aforesaid shall be given to the Company by notice in writing and in such form as the Directors may prescribe accompanied by a remittance in such form as the Directors may prescribe for the amount which would be payable if the Relevant Member were to purchase all of the Sale Shares in respect of which he accepts the offer and all of the Sale Shares (if any) he has indicated he would purchase if other Relevant Members do not accept all the Sale Shares offered to them;
- (c) any offer as aforesaid may be made on such terms as the Directors consider expedient having regard to the laws of any foreign jurisdiction;
- (d) after the expiration of such offer period or after the Company shall have received notice of the acceptance or as the case may be refusal of such offer from every offeree (whichever shall be the earlier event) the Directors shall allocate the Sale Shares offered to the Relevant Members accepting the offer:
  - (i) first, by allotting to each Relevant Member the number of firm shares in respect of which he has accepted the offer as aforesaid;
  - (ii) secondly, by allocating to each Relevant Member that proportion of the excess shares (if any) as is equal to the lesser of:
    - (A) the number of excess shares which that Relevant Member indicated he would purchase as aforesaid; and
    - (B) that proportion of the excess shares as is equal to his proportion of the aggregate Entitlement as at the Record Date of all Relevant Members who indicated as aforesaid that they would purchase excess shares (fractions being disregarded for this purpose);
  - (iii) thirdly, by allocating to each Relevant Member that proportion of the remaining excess shares (if any) as is equal to the lesser of:
    - (A) the number of excess shares which that Relevant Member indicated he would purchase as aforesaid (less any excess shares allocated to him under the foregoing paragraph); and
    - (B) that proportion of the excess shares as is equal to his proportion of the aggregate Entitlement as at the Record Date of all Relevant Members, who indicated as aforesaid that they would purchase excess shares (fractions being



disregarded for this purpose) and who have not had excess shares allocated to them under the foregoing paragraph up to the full amount of excess shares they indicated as aforesaid they would purchase; and

- (iv) fourthly, by repeatedly applying Article 15.4(d)(i) to (iii) above taking account, each time it is applied, of all previous applications of it until either all the Sale Shares are allocated to Relevant Members or all Relevant Members have had allocated to them the maximum number of excess shares that they indicated they would purchase.

15.5 If the Company shall pursuant to Article 15.4, find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holders of such of the Sale Shares as shall have been transferred to them as aforesaid.

15.6 If the Company shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article 15, the Vendor shall not be entitled to transfer any of the Sale Shares which have not been sold pursuant to the preceding provisions of this Article 15 but shall be entitled to issue further Transfer Notices or, where there has been a Mandatory Transfer Event, the Company shall be entitled to issue further Mandatory Transfer Notices to which the foregoing provisions shall apply.

15.7 It shall be a Mandatory Transfer Event in relation to any Shares (including those held by a Founder) if:

- (a) an order is made by a court of competent jurisdiction or a resolution is passed for the winding-up of a Shareholder (otherwise than a members' voluntary winding up in the course of a reorganisation or restructuring) or any analogous proceeding or action is taken; or
- (b) an order for the administration of, or an order is made for analogous proceedings in respect of an Ordinary Shareholder; or
- (c) a manager, receiver, administrative receiver, liquidator, administrator, trustee or other similar officer is appointed over the whole or a substantial part of the undertaking, the property or assets of, or any Shares held by a Shareholder; or

- (d) any encumbrancer takes possession of or enforces all or any of its rights in respect of the whole or any substantial part of the undertaking, property or assets of any Ordinary Shareholder, or any Ordinary Shares held by such encumbrancer as chargee; or
- (e) a Shareholder convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of its creditors; or
- (f) a bankruptcy order is made against a Shareholder or a Shareholder, being an individual, has an interim order made against him pursuant to Section 252 of the Insolvency Act 1986, makes an arrangement or compounds with his creditors generally, applies for an interim order under Section 253 or makes a proposal to his creditors under Section 263A of the Insolvency Act 1986 (as amended) in connection with a voluntary arrangement under that Act or is made the subject of an analogous order or makes analogous arrangements or applications in any jurisdiction; or
- (g) a Shareholder is dissolved or otherwise ceases to exist in each case by reason of insolvency.

15.8 If a Mandatory Transfer Event occurs in relation to a Shareholder (including a Founder) he shall be deemed immediately prior to the occurrence of such event to have served a Transfer Notice for the purposes of Article 15 (such notice in these circumstances being a "Mandatory Transfer Notice") and to have appointed irrevocably the Company as its/their agent for the sale of its/their entire holding of Ordinary Shares.

## **16. COMPULSORY TRANSFER AND SURRENDER**

16.1 In this Article 16 the following definitions apply:

"Auditors" shall mean the Company's auditors from time to time (or such other firm of accountants as the Company and the Departing Member may agree).

"Exit Event" shall mean the date of the earliest of a Takeover or Listing.

"Exit Event Value" shall mean in the event of:

a Takeover, the consideration being paid for a Share in the Company; and

a Listing, the price at which a Share is admitted to dealing on a Securities Market.

"Good Leaver" means a Departing Member in respect of which his Cessation is the result of: (a) his death; or (b) his becoming permanently incapacitated due to injury or sickness (and which is not the result of abuse of alcohol or drugs or otherwise self

inflicted) and which is sufficiently serious to prevent him from being able to carry on the performance of his normal duties; or (c) any other reason in the discretion of the Directors (not including the Departing Member)

"Listing" shall mean the admission of any Shares of the Company to be dealt on any securities market which is listed under Part II or Part III of Schedule 3 to the Financial Services and Markets Act 2000 (Financial Promotions) Order 2001 (as amended from time to time) or the Alternative Investment Market of the London Stock Exchange.

"Relevant Shares" shall mean Shares of any class other than A Ordinary Shares and A Preference Shares.

"Takeover" shall mean the date on which any offer made by a single company, business or individual, or a concert party thereof (within the meaning of the City Code on Takeovers and Mergers in the UK) to acquire more than fifty per cent of (a) the issued Shares of the Company from time to time, or (b) the shareholder voting rights in the Company from time to time, is declared unconditional in all respects.

- 16.2 For the purposes of these Articles, a Compulsory Transfer Event shall occur in relation to any holder of Relevant Shares who is an employee or officer of the Company or any of its subsidiaries or their or the Company's holding company (the expressions "holding company" and "subsidiary" having the meanings as given thereto in S736 Companies Act 1985 (the "Group") (the "Departing Member") if such individual ceases to hold office or to be employed by any company in the Group ("Cessation") and providing such individual is not a Founder.
- 16.3 If a Compulsory Transfer Event occurs the Company may at any time thereafter issue to the Departing Member a notice ("Compulsory Transfer Notice") in respect of the Relevant Shares which are then held by him both on the date of Cessation and in respect of any Relevant Shares which he or any other person may thereafter be entitled to acquire by reason of any rights conferred upon him as a officer or employee of the Group, on the date on which such Relevant Shares are allotted to him or to such other person following the exercise of such rights. Whether or not a Compulsory Transfer Notice is issued all Relevant Shares held by such Departing Member shall have their voting rights suspended for all purposes and which voting rights shall only be restored on a subsequent transfer of those Relevant Shares in accordance with the provisions of these Articles.
- 16.4 If the Departing Member is a Good Leaver, promptly after a Compulsory Transfer Notice has been given in accordance with Articles 16.2 and 16.3, the Company shall instruct the Auditors to determine in accordance with Article 16.15 the fair value of the Relevant Shares which are the subject of the Compulsory Transfer Notice.
- 16.5 Where any Compulsory Transfer Notice is issued in respect of a Departing Member, he shall be deemed to offer unconditionally to sell all of the Relevant Shares in

question for: (a) where the Departing Member is a Good Leaver, their fair value as determined pursuant to Article 16.15; or (b) where the Departing Member is not a Good Leaver, the aggregate sum of £1.00 in respect of all his Relevant Shares (or where (b) applies any higher price which may be determined by the board of directors of the Company with the agreement of the Ordinary Shareholders). Any such offer shall be deemed to have been made:

- (a) to the Company, which shall have the right to accept any or all of the Relevant Shares offered to it (if it is lawfully able to do so) by written notice given by it to all members within 14 days of the notification of the value of the Relevant Shares in accordance with Article 16.15; or
- (b) if or to the extent that any offer made to the Company pursuant to Article 16.5(a) is not lawfully accepted by the Company, to any employee benefit trust set up for the benefit of employees of the Company or any of its subsidiaries ("EBT") which shall have the right to accept any or all of the Relevant Shares offered to it by written notice given by it to the Company within 21 days of the notification of the value of the Relevant Shares in accordance with Article 16.16; or
- (c) if or to the extent that any offer made (i) to the Company pursuant to Article 16.5(a) is not lawfully accepted by the Company or, (ii) to the trustee of the EBT pursuant to Article 16.5(b) is not accepted by the trustee of the EBT, to all Ordinary Shareholders and A Ordinary Shareholders pro rata (other than any member also deemed to give a Compulsory Transfer Notice), who shall have the right to accept any or all of the Relevant Shares offered to them by written notice to the Company given within 28 days of the notification of the value of the Relevant Shares in accordance with Article 16.16.

16.6 A person shall be deemed to have declined an offer made to it pursuant to the preceding provisions of this Article 16 to the extent that the offer is not accepted (or, in the case of the Company, lawfully accepted) in accordance with this Article within the relevant period of time. An accepting person's notice shall specify the number of Relevant Shares applied for.

16.7 Each notice given by a person under Article 16.5 shall be irrevocable, and shall give rise to a legally binding and unconditional agreement between the person giving it and the member deemed to have given the Compulsory Transfer Notice. Under each such agreement, the relevant person shall be bound to buy, and the member deemed to have given the Compulsory Transfer Notice shall be bound to sell:

- (a) if the relevant person is the Company or the trustee of the EBT, the number of Relevant Shares applied for; and
- (b) if the relevant person is a member, a number of Relevant Shares determined in accordance with the provisions of Articles 16.10 and 16.11

16.8 If the Company lawfully elects to buy any Relevant Shares which are the subject of a Compulsory Transfer Notice, the directors (other than any member deemed to have

given a Compulsory Transfer Notice in question or any director appointed by any such member) shall determine a timetable and procedure for such purchase and the members shall comply with any requirements of the directors (as to voting of their Relevant Shares or otherwise) to give effect to that purchase.

- 16.9 Any Relevant Shares the subject of a Compulsory Transfer Notice shall be sold free from all charges, liens and encumbrances and otherwise with full title guarantee together with all rights attaching to such Relevant Shares on or after the date of the Compulsory Transfer Notice, including the right to receive dividends and the right to be sold or allotted any other Relevant Shares by virtue of the holding of any such Relevant Shares.
- 16.10 Each member giving notice under Article 16.5(c) shall be allocated the number of Relevant Shares applied for in that notice, except where the aggregate number of Relevant Shares applied for by all members to whom the offer is made exceeds the number of Relevant Shares the subject of the Compulsory Transfer Notice. In those circumstances, the Relevant Shares shall be allocated to the applying members in proportion to the number of Relevant Shares held by them on the date of the Compulsory Transfer Notice, provided that no member shall be allocated more Relevant Shares than it has applied for, and any Relevant Shares which cannot therefore be allocated to any applying member shall be allocated to the other applying members on the basis set out above until all Relevant Shares the subject of the Compulsory Transfer Notice are allocated. Fractional entitlements to Relevant Shares shall be ignored.
- 16.11 Fractions of Relevant Shares which would otherwise be allocated to members pursuant to Article 16.10 shall be consolidated and allocated by the drawing of lots in any manner thought appropriate by the directors, provided that no member shall be allocated more Relevant Shares than it has applied for. For the purposes of Article 16.10, a person to whom Relevant Shares have been allotted but who has not been registered as the holder of those Relevant Shares on the date of the Compulsory Transfer Notice shall be deemed to be a member of the Company and to hold those Relevant Shares on that date.
- 16.12 The Company shall specify by notice to the trustee of the EBT or the relevant members (as applicable) a time and place for completion of the sale and purchase of the Relevant Shares the subject of the Compulsory Transfer Notice, being not less than three and not more than 14 days after the date of receipt of the written final notice given under Article 16.3. Completion of that sale and purchase shall take place at the time and place specified in the Company's notice, when:
- (a) the trustee of the EBT or each buying member shall pay the member deemed to have given the Compulsory Transfer Notice in cash the purchase price for the Relevant Shares bought by that member; and
  - (b) the member deemed to have given the Compulsory Transfer Notice shall deliver to the trustee of the EBT and/or each such member a transfer in respect of the Relevant Shares bought by it, duly executed in its favour by

the member deemed to have given the Compulsory Transfer Notice, together with the certificate(s) for such Relevant Shares or an indemnity in lieu of the certificate(s) in a form satisfactory to the directors.

- 16.13 As security for the performance by the member deemed to have given the Compulsory Transfer Notice of its obligations under Article 16.12 (b) such member shall be deemed upon giving the Compulsory Transfer Notice to appoint any director as its duly authorised agent to complete, execute and deliver a transfer of the Relevant Shares the subject of the Compulsory Transfer Notice pursuant to Article 16.12(b) and to give a good discharge for the purchase money. That money shall be held on trust by the Company for the member deemed to have given the Compulsory Transfer Notice (without any obligation to account for interest on it) until the share certificate(s) or indemnity referred to in Article 16.12(b) is delivered to the Company.
- 16.14 Where a Transfer Notice in accordance with Article 15.2 has been lodged for registration, in respect of any Relevant Shares, before a Compulsory Transfer Notice in relation to those Relevant Shares is deemed to be given under Article 16.2, the Transfer Notice shall be automatically deemed cancelled and this Article shall apply unless the Directors in their sole discretion determine otherwise.
- 16.15 The fair value of a Share to be determined under this Article shall be:
- (a) if the relevant Compulsory Transfer Notice is served within three months of the date of Cessation (and subject to the provisions of Article 16.15(b)), its fair value as at the date of Cessation as certified by the Auditors in accordance with this Article 16.15;
  - (b) if the Compulsory Transfer Notice was served upon an Exit Event following the departure of a Good Leaver (in accordance with Article 16.4), the fair value of a Share as at the date of Cessation as certified by the Auditors in accordance with this Article 16.15 or (if lower) the Exit Event Value; and
  - (c) if the Compulsory Transfer Notice (including but not limited to any subsequent Compulsory Transfer Notice issued under Article 16.17) is served more than three months from the date of Cessation (but not in relation to an Exit Event in which case Article 16.15.2 shall apply) the fair value shall be the lower of the fair value at the date such Compulsory Transfer Notice was issued and the fair value as at the date of Cessation and, where the fair value at the date of Cessation was not previously determined by the Auditors by reason of a Compulsory Transfer Notice not having been served at the relevant time, the Company shall procure that the Auditors shall certify both the fair value as at the date of Cessation and the fair value as at the date of issue of the latest Compulsory Transfer Notice issued in respect of the relevant Departing Member for the purpose of giving effect to the foregoing provisions of this Article 16.15.
- 16.16 In giving any such certificate of fair value required pursuant to Article 16.15, the Auditors shall not apply any discount where such holding is a minority holding, shall

assume a willing seller and buyer at arm's length, shall further assume, if the Company is then carrying on business as a going concern, that it will continue to do so and shall ignore any restrictions on transfer contained in these Articles. The directors shall use all reasonable efforts to ensure that the Auditors determine the fair value and their certificate issued to all the members as quickly as possible. The Auditors shall act as experts and not as arbitrators, their certificate shall be final and binding on the Company and all members, and their costs shall be borne by the Company. The Company shall ensure that a notice containing details of any determination under Article 4.15 is promptly supplied to each member.

- 16.17 If the number of Relevant Shares applied for by the persons entitled to purchase the Relevant Shares made available pursuant to a Compulsory Transfer Notice in accordance with the preceding provisions of this Article 16 is less than the number of Relevant Shares held by the Departing Member the Board of the Company may at any time within the period of five years commencing with the date of Cessation issue further Compulsory Transfer Notices to which the preceding provisions of this Article 4 shall apply as they applied to the first such Compulsory Transfer Notices and, where the Departing Member is not a Good Leaver the price payable shall be the aggregate sum of £1.00 in respect of all his Relevant Shares and, where the Departing Member is a Good Leaver, the fair price shall be determined in accordance with Article 16.15.(c).

## **17. PERMITTED TRANSFER OF SHARES**

- 17.1 In this Article the following expressions shall have the following meanings:

"Permitted Transfer" shall bear the meaning attributed to that term by the following provisions of this Article 17.

"Related Persons" shall mean in relation to any individual member of the Company, any one or more of the following:-his wife or her husband as the case may be, or any child of his or hers or any trust for the benefit only of any of the foregoing.

- 17.2 A transfer permitted by the provisions of Article 17.4 is referred to in these Articles as a **"Permitted Transfer"**.
- 17.3 The directors shall refuse to register the transfer of any share to a person unless the same is permitted under these Articles provided that the directors may not refuse to register a Permitted Transfer of any fully-paid share so long as the proposed transferee has executed a Deed of Adherence (as defined in Article 15) to the satisfaction of the Board and the directors shall be bound to register any such transfer within 14 days after the lodging of a duly stamped instrument of transfer in respect of such share and a Deed of Adherence with the Company and to enter the name of the transferee in the register of members.

17.4 Notwithstanding any other provisions of these Articles, the Shareholders may at any time transfer any Share:

- (a) in the case of a member at the time of adoption of the Articles or who becomes a member thereafter by subscribing for shares in the Company, to any Related Person (provided that, in the case of an individual Related Person such individual is over the age of 18) or to any nominee on behalf of such member; and
- (b) in the case of a member that holds such share or shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such member is a Related Person, to the person who originally transferred such shares (the "Original Transferor") or any other Related Person of such Original Transferor in which case, for the purpose of these Articles, such transferee shall be deemed to have received such shares from the Original Transferor.

17.5 If the relationship which made any transfer permissible pursuant to Article 17.4 shall cease to exist, the transferee shall be bound to transfer back such shares to the Original Transferor.

17.6 The directors may require from any person lodging a transfer pursuant to Article 17.4 such information and evidence as the directors think fit regarding any matter which they may reasonably deem relevant for the purposes of these Articles and may refuse to register the relevant transfer until they have received information and evidence satisfactory to them.

For avoidance of doubt, the provisions of Articles 15.1 to 15.6 shall not apply in respect of any transfer of Shares of any class by any Founder.

## **18. DRAG ALONG**

18.1 In this Article 15 a Qualifying Offer shall mean an offer in writing by or on behalf of any person (**Offeror**) to any Shareholders to acquire such number of Shares as will give the Offeror a Controlling Interest in the Company.

18.2 If the holders of not less than 50.1% in nominal value of the A Ordinary Shares and Ordinary Shares then in issue (**Accepting Shareholders**) wish to accept the Qualifying Offer, then the provisions of this Article shall apply.

18.3 The Accepting Shareholders shall give written notice to the remaining holders of the Shares (**Other Shareholders**) of their wish to accept the Qualifying Offer (**Drag Along Notice**) and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares (**Called Shares**) to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders.

The Drag Along Notice shall specify:



- (a) that the Other Shareholders are required to transfer all their Called Shares pursuant to this Article 15.3;
- (b) the person to whom the Called Shares are to be transferred;
- (c) the purchase price payable for the Called Shares which shall be determined in accordance with Article 14.2(c); and
- (d) the proposed date of the transfer.

18.4 If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

18.5 Upon any person, following the issue of a notice pursuant to Article 15.3, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the company (**New Member**), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member.

## 19. TAG ALONG

19.1 Except in the case of transfers pursuant to Article 16, and after going through the pre-emption procedure set out in Article 15, the provisions of article 19.2 to article 19.6 shall apply if, in one or a series of related transactions, one or more Shareholders propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company.

19.2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to:

- (a) the other Shareholders to purchase all of the Shares held by them;
- (b) the holders of any existing options to acquire Shares (granted by the Company or under any share option arrangements established by the Company) that are already capable of exercise or that are expected to become capable of exercise before the Proposed Transfer, to purchase any

Shares acquired on the exercise of options at any time before the Proposed Transfer;

- (c) the holders of any securities of the Company that are convertible into Shares (**Convertible Securities**), to purchase any Shares arising from the conversion of such Convertible Securities at any time before the Proposed Transfer,

for a consideration per Share determined in accordance with Article 14.2(c) (**Specified Price**).

- 19.3 The Offer shall be made by written notice (**Offer Notice**), at least one Business Day before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
  - (b) the Specified Price and other terms and conditions of payment;
  - (c) the Sale Date; and
  - (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).
- 19.4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with article 19.2 and article 19.3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.
- 19.5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within one Business Day of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 19.6 The Proposed Transfer is subject to the pre-emption provisions of Article 15, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

## **DEFINITIONS**

**Acting in Concert:** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time).

**Controlling Interest:** means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010.

## **DECISION MAKING BY SHAREHOLDERS**

### **20. POLL VOTES**

- 20.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 20.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

### **21. PROXIES**

- 21.1 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”.
- 21.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **22. MEANS OF COMMUNICATION TO BE USED**

- 22.1 Subject to Article 22.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - (b) if sent by fax, at the time of transmission; or
  - (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 a.m. on the second Business Day after posting; or
  - (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 a.m. on the fifth Business Day after posting; or
  - (e) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - (f) if sent or supplied by email, one hour after the notice, document or information was sent or supplied; or

- (g) 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; or
- (h) if deemed receipt under the previous paragraphs of this Article 22.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

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

- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by email, the notice was properly addressed and sent to the email address of the recipient.

## 23. INDEMNITY

23.1 Subject to Article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

- (b) 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 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 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.

23.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant officer" means any Director or other officer or former Director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

## **24. INSURANCE**

24.1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

24.2 In this article:

- (a) a relevant officer means any Director or other officer or former Director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor);
- (b) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.