

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
Of

NEAL'S YARD HOLDINGS LIMITED
(company number: 05471018)
("the Company")

(Adopted by special resolution passed on 27 November 2023)

1. DEFINITIONS AND INTERPRETATION

1.1. In these Articles, unless the context otherwise requires:

"Act" means the Companies Act 2006.

"Board" means the board of Directors of the Company from time to time;

"Business Day" means any day (other than a Saturday) on which clearing banks are open for business in London;

"Director" means a director of the Company from time to time;

"Employee Benefit Trust" means any trust established for the purpose of enabling or facilitating the holding of Shares by, or for the benefit of, all or most or certain of the bona fide employees of the Company;

"Family Member" means, in relation to any person, any of his spouse, children and grandchildren;

"Family Trust" means, in relation to any person, a trust established by that person in relation to which only such person and/or Family Members of such person are capable of being beneficiaries thereof and, for the avoidance of doubt, shall include each Kindersley Trust;

"Group" means the Company and all its subsidiaries and subsidiary undertakings for the time being and "member of the Group" and "Group Company" shall be construed accordingly;

"Issue Price" means the price at which the Redeemable Ordinary Shares are issued from time to time;

"Kindersley Trustees" means the trustees for the time being of the Kindersley Trusts;

"Kindersley Trusts" means the (i) Barro Settlement constituted by a Deed dated 2 March 1999 between Peter Kindersley and Juliet Kindersley and Smith & Williamson Trust Corporation Limited, (ii) the Barnabus Kindersley 2000 Settlement constituted by a Deed dated 14 July 2000 between Peter Kindersley and Juliet Kindersley and Peter Kindersley, (iii) the Rose Treuille 2000 Settlement constituted by a Deed dated 14 July 2000 between Juliet Kindersley

and Peter Kindersley and Juliet Kindersley and (iv) the Kindersley 1997 Accumulation and Maintenance Settlement constituted by a Deed dated 22 November 1997 between Peter Kindersley and Juliet Kindersley, Peter Kindersley and Francis Alexander Moreton Akers-Douglas;

"Member" means any holder for the time being of Shares;

"Ordinary Shares" means the ordinary shares of £1 each in the capital of the Company having the rights which apply to such shares as set out in these Articles;

"person" means a natural or legal person (including bodies corporate);

"Redeemable Ordinary Shares" means the redeemable ordinary shares of £1 each in the capital of the Company having the rights which apply to such shares as set out in Article 2.2;

"Relevant Equity Percentage" means, in respect of each Member, the percentage which the number of Shares held by that Member bears to the total number of Shares in issue at that time;

"Share Option Scheme" means the EMI Share Option Scheme of the Company to be implemented by the Company on or after the date of the adoption of these Articles;

"Shares" means the Ordinary Shares and Redeemable Ordinary Shares;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

- 1.2. These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute the articles of association of the Company.
- 1.3. References in these Articles to regulations are to regulations in Table A and references to an Article by number are to the particular Article of these Articles.
- 1.4. Regulations 40, 54 and 73 to 78 inclusive shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the Articles of Association of the Company.
- 1.5. In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations, and partnerships.
- 1.6. Words and expressions defined in or for the purposes of the Act or Table A shall, unless the context otherwise requires, have the same meaning in these Articles
- 1.7. Any reference in these Articles to the transfer of any Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either of the same, and any grant of a legal or equitable mortgage or charge over any Share.
- 1.8. The headings in these Articles shall not affect their construction or interpretation.

2. SHARES

- 2.1. The share capital of the Company at the date of the adoption of these Articles is £11,500,000 divided into:
- (a) 5,000,000 Ordinary Shares of £1 each; and
 - (b) 6,500,000 Redeemable Ordinary shares of £1 each
- 2.2. Subject to the Act, the unissued shares in the Company shall be under the control of the Directors and the Directors may offer, allot, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms, in such manner and at such times as they may determine.
- 2.3. The Redeemable Ordinary Shares shall rank *pari passu* and have the same rights as the Ordinary Shares save that:
- (a) subject to the provisions of the Act and to the remaining provisions of this Article the Company shall redeem such numbers of Redeemable Ordinary Shares and at such time as the directors in their absolute discretion may determine from time to time;
 - (b) the Company shall pay on each of the Redeemable Ordinary Shares so redeemed, as a debt of the Company, a sum equal to its Issue Price;
 - (c) on the redemption of Redeemable Ordinary Shares, subject to subparagraph (e) below, the Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of the Redeemable Ordinary Shares which are to be redeemed the amount payable in respect of such redemption. Upon receipt of that amount, the holder shall deliver to the Company for cancellation the certificate(s) for those shares or an indemnity in a form reasonably satisfactory to the Company in respect of any missing share certificate. If any share certificate delivered to the Company includes any shares not redeemable at that time, the Company shall issue to the holder at the same time a fresh certificate for the balance of the shares not redeemed without charge. Any redemption of Redeemable Ordinary Shares shall take place at the registered office of the Company;
 - (d) in the case of a redemption of less than all the Redeemable Ordinary Shares for the time being in issue, the Company shall redeem the same proportion (as nearly as practicable) of each member's registered holdings of Redeemable Ordinary Shares unless such members otherwise agree in writing;
 - (e) if any member whose Redeemable Ordinary Shares are liable to be redeemed fails to deliver the relevant share certificate(s) or indemnity to the Company, the Company may retain the redemption money on trust for that holder (but without any obligation to invest or earn or pay interest) until it receives those documents. The Company shall then pay the redemption money to that holder upon receipt of those documents;

- (f) the amount payable on redemption may, by agreement between the Company and the member whose shares are to be redeemed, be paid on a later redemption date in accordance with section 686 of the Act (Payment for redeemable shares); and
 - (g) the Redeemable Ordinary Shares may be redeemed at the option of the Company only in the circumstances set out in paragraph 4(a). Any notice of redemption served by a member holding Redeemable Ordinary Shares shall be disregarded.
- 2.4. Save for any allotment of relevant equity securities in connection with, or pursuant to, the terms of the Share Option Scheme, the Directors.
- (a) shall not allot any relevant equity securities on any terms to any person unless it has made an offer to each person who holds Shares to allot to him on the same terms a proportion of those relevant securities as is equal to his respective Relevant Equity Percentage; and
 - (b) shall not allot any of those relevant equity securities to a person unless the period during which any such offer may be accepted (such period not to be less than 21 days) has expired or the Company has received notice of the acceptance or rejection of every offer so made.
- 2.5. Section 561 and sections 562 of the Act shall not apply to the Company.

3. TRANSFER OF SHARES

- 3.1. Shares may be transferred only in accordance with the provisions of Articles 3 to 7 (to the extent applicable); any other transfer shall be void.
- 3.2. The Directors shall be required (subject only to Article 3.3 and to Regulation 24 of Table A) to register promptly any transfer of Shares made in accordance with the provisions of Articles 3 to 7 (to the extent applicable), but shall not register any transfer of Shares not so made.
- 3.3. In addition to the circumstances set out in Regulation 24 of Table A in which the Directors may refuse to register the transfer of a Share, the Directors may also refuse to register the transfer of a Share to a bankrupt, a minor or a person of unsound mind.

4. PERMITTED TRANSFER

4.1. Permitted transfer

Subject to the provisions of Article 3, any Shares may at any time be transferred:

- (a) by Peter Kindersley or Juliet Kindersley to a Family Member or the trustees of a Family Trust;

- (b) by Peter Kindersley or Juliet Kindersley or the Kindersley Trustees to any person;
- (c) by any person to Peter Kindersley or Juliet Kindersley or the Kindersley Trustees;
- (d) by any Member to the trustee(s) or nominee for the time being of an Employee Benefit Trust;
- (e) by the trustee(s) for the time being of an Employee Benefit Trust to the new or remaining trustee(s) of the Employee Benefit Trust upon any change of trustees and to any beneficiary of the Employee Benefit Trust;
- (f) by any Member pursuant to Articles 6 and 7.

4.2. Transfers by trustees of Family Trusts

Where Shares have been transferred under Article 4.1 or under Article 4.2(a) or 4.2(b) to trustees of a Family Trust, or been issued to trustees of a Family Trust, the trustees and their successors may transfer all or any of the Shares as follows.

- (a) on any change of trustees, the Shares may be transferred to the trustees for the time being of the Family Trust concerned;
- (b) pursuant to the terms of such Family Trust or in consequence of the exercise of any power or discretion vested in the trustees or any other person, all or any of the Shares may be transferred to the trustees for the time being of any other Family Trust or to any Family Members.

4.3. Shares passing to third parties

- (a) In the event that;
 - (i) any Shares held by trustees cease to be held on a Family Trust (otherwise than where a permitted transfer of those Shares has been made); or
 - (ii) a person holding Shares ceases to be a Family Member,

the Member holding the Shares shall forthwith notify the Company in writing that that event has occurred and the Member shall (if required to do so by the Board by notice in writing) procure the transfer of all such Shares to another

Family Member or the trustees of another Family Trust and provide evidence of such transfer to the Company not later than 20 business days after the date of such notice from the Board.

5. TRANSFER OF SHARES – PRE-EMPTION PROCEDURE

- 5.1. Subject to Articles 3, 4, 6 and 7, none of the Shares shall be transferred and the Directors shall not register any transfer of any Shares except pursuant to this Article 5.
- 5.2. Every holder of Shares who wishes to transfer all or any of his Shares or to dispose of any interest therein (such holder being hereinafter referred to as a **"Vendor"**) shall serve on the Board a notice in writing of his wish so to do, accompanied by the relevant share certificate(s). Such notification (hereinafter called a **"Transfer Notice"**) shall state the number of Shares which the Vendor desires to transfer or dispose of and shall constitute the Board as the Vendor's agent for the sale of such Shares (hereinafter called the **"Sale Shares"**) at the Sale Price (as defined in Article 5.9). The Transfer Notice shall also give details of the person, if any, to whom the Vendor wishes to transfer the Sale Shares in the event that no purchaser shall have been found pursuant to Articles 5.3 to 5.5 (both paragraphs inclusive). Save as provided in this Article 5.2 and in Article 5.4, a Transfer Notice once given shall not be capable of being withdrawn and may not, in any circumstances, be varied. A Vendor may specify in the Transfer Notice that it is conditional on a minimum number of Sale Shares (the **"minimum sale number"**) therein specified being transferred and in such case such Transfer Notice shall operate accordingly and take effect in accordance with the provisions of Article 5.4. The Vendor may, by notice in writing given to the Company within 10 days after communication to him of the opinion of the independent chartered accountants referred to in Article 5.9 of the Sale Price, withdraw the Transfer Notice.
- 5.3. Within 7 days after the Sale Price shall have been agreed or determined in accordance with Article 5.9, the Board shall offer the Sale Shares giving details in writing of the number of the Sale Shares and the Sale Price to the holders of the then existing Shares (other than the Vendor) in accordance with their Relevant Equity Percentages (but, for those purposes, taking no account of the Sale Shares) and inviting each such Member to state in writing within 21 days from the date of the offer notice whether he is willing to purchase any of the Sale Shares at the Sale Price and, if so, the maximum number thereof. Each such offer shall specify any minimum sale number stipulated in the Transfer Notice. The Board shall also give details to the holders of the then existing Shares (other than the Vendor) of the person, if any, to whom the Vendor wishes to transfer the Sale Shares in the event that no purchaser shall have been found pursuant to Articles 5.3 to 5.5 (inclusive). At the expiration of the said period the balance of any Sale Shares offered to the holders of Shares but not so accepted shall be offered to the holders of the Shares who have accepted all the Shares to which they are respectively

entitled who shall, if more than one, be entitled to purchase such balance of Shares in the proportion as nearly as the circumstances will admit to the number of Shares (including any accepted pursuant to the foregoing provisions of this paragraph) then held by each of them respectively. Such further offer shall be deemed to have been refused if not accepted within 14 days of the date of the further offer.

- 5.4. The Board shall as soon as practicable after the expiration of the above periods notify the Vendor whether Members are willing to purchase at least the minimum sale number of the Sale Shares. If such notice shall state that Members have not been found willing to purchase at least the minimum sale number of Sale Shares, the following provisions of this Article shall not apply and the Transfer Notice shall be treated as withdrawn. If such notice shall state that Members have been found who are willing to purchase in the aggregate at least the minimum sale number of Sale Shares, the notice shall state the numbers of Sale Shares which Members are willing to purchase. Every such notice shall state the name and address of each proposed purchaser and the number of Sale Shares agreed to be purchased by him. If the Board shall under the preceding paragraphs of this Article have found Members willing to purchase all the Sale Shares or at least the minimum sale number of Sale Shares, the Vendor shall be bound, on receipt of the Sale Price per Share, to transfer the Sale Shares (or such of the same for which the Board shall have found purchasers) to the purchasers specified by the Board in accordance with this Article. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Board when, against payment of the Sale Price for each Share and any relevant stamp duties, the purchaser(s) shall be registered as the holder(s) of the relevant Shares in the Register of Members of the Company and share certificate(s) in the names of such purchaser(s) and in respect of the relevant Shares shall be delivered.
- 5.5. If the Vendor, after having become bound to transfer any Sale Shares to a purchaser, makes default in so doing, the Board shall authorise some person (who shall be deemed to be the attorney of the Vendor for that purpose) to execute any necessary transfer of the Sale Shares in favour of the purchaser and shall enter the name of the purchaser in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to him as aforesaid. The Company shall receive the purchase money on behalf of the Vendor but shall not be bound to earn or pay interest thereon. The receipt by the Company of the purchase money shall be a good discharge to any purchaser who shall not be bound to see to the application thereof and, after the name of the purchaser has been entered in the Register of Members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.
- 5.6. If by the end of the applicable periods specified in Article 5.3 the Board shall not have found purchasers for all of the Sale Shares pursuant to this Article, the Vendor shall be at liberty to sell and transfer all or any of the Sale Shares for which no purchasers shall have been found at any time within the following 3

months to the person, if any, specified in the Transfer Notice as the person to whom the Vendor wishes to transfer the Sale Shares or, if no such person is specified, any person or persons in pursuance of a *bona fide* sale, in each case at any price not being less than the Sale Price, provided that the Board shall require to be satisfied that such Sale Shares are being transferred in pursuance of a *bona fide* sale for a consideration not being less than the Sale Price without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied they shall refuse to register the transfer or instrument concerned.

- 5.7. For the purpose of ensuring that a transfer of Shares is in accordance with the foregoing provisions of this Article 5 and duly authorised hereunder the Board may require any Member, the legal personal representatives of a deceased Member, the trustee in bankruptcy of a bankrupt Member or the liquidator of any corporate Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Board may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Board within a reasonable time after such request, the Board shall refuse to register the transfer in question and shall be entitled to serve a Transfer Notice in respect of the Shares concerned and the provisions of these Articles shall take effect accordingly.
- 5.8. Any transfer of Shares pursuant to this Article 5 shall be made free from any claims, equities, liens and encumbrances whatsoever and with all rights attached to the Sale Shares as at the date of service of the Transfer Notice, but without the benefit of any other warranties or representations whatsoever.
- 5.9. For the purposes of this Article 5 the expression the "**Sale Price**" shall mean:
- (a) the fair market value per Share as the Vendor and the Board shall agree;
 - (b) failing such agreement within 14 days of the date of the Transfer Notice, such price as an independent chartered accountant appointed by agreement of the Vendor and the Board (or failing such agreement within 21 days of the date of the Transfer Notice appointed at the request of either the Vendor or the Board by the President for the time being of the Institute of Chartered Accountants of England and Wales) acting as expert and not as arbitrator shall state in writing to be in his opinion the fair selling value of the Sale Shares on the open market, having regard to the fair value of the business of the Company as a going concern and on the basis of an arm's length transaction as between a willing vendor and a willing purchaser but without any premium or discount by reference to the size of the holding the subject of the Transfer Notice. The determination of the independent chartered accountant shall, in the absence of manifest error, be final and binding on all concerned and his costs shall be borne as he shall reasonably determine. For this purpose, the independent chartered accountant shall be given by the Board and the

Vendor, and shall take account of, all information which a prudent prospective purchaser of the entire issued share capital of the Company might reasonably require if such purchaser were proposing to purchase it from a willing vendor by private treaty and at arm's length. The Board shall procure that a copy of the valuation is sent to the Vendor as soon as practicable after the issue thereof and the costs of obtaining the valuation shall be borne by the Vendor.

5.10. Each of the Members appoints the others (or any Director or Directors nominated by that other) irrevocably, and by way of security for the performance of its obligations under this Article 5 and as its attorney or attorneys, to execute any necessary document, including, without limitation, any transfer of Shares. The Company may receive any purchase monies on behalf of the Vendor but shall not be bound to earn or pay interest thereon. The receipt by the Company of the purchase monies shall be a good discharge to the other Members, who shall not be bound to see to the application thereof. If the purchasing party shall fail to deliver the purchase monies to the selling party on the completion date, the purchase monies shall bear interest at the rate of 2 per cent. above the base rate from time to time of National Westminster Bank plc calculated on a daily basis and compounded monthly. Subject to Article 5.6, the selling party hereby irrevocably authorises the Board to approve the registration of any transfer of Shares pursuant to this Article 5.

5.11. On a transfer of Shares in accordance with this Article 5:

- (a) the Vendor shall repay all loans, loan capital, borrowings and indebtedness in the nature of borrowings outstanding to the Company from that Vendor (together with any accrued interest thereon); and
- (b) the Company (to the extent that it is legally able) or the purchaser of Shares shall repay all loan, loan capital, borrowings and interest in the nature of borrowings outstanding to the Vendor from the Company (together with any accrued interest thereon).

6. DRAG ALONG

6.1. Notwithstanding any other provisions of these Articles, if any one or more of the Members (together the "**Selling Members**") wish to transfer any interest to a third party (the "**Third Party Purchaser**") which would result in the Third Party Purchaser obtaining 75 per cent. or more of the issued share capital of the Company, the Selling Members shall have the option (the "**Drag Along Option**") to require all the other holders of Shares to transfer all of their Shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 6.

- 6.2. The Selling Members may exercise the Drag Along Option by giving notice to that effect (a "**Drag Along Notice**") to all the other Members (the "**Called Members**") at any time before the transfer of Shares to the Third Party Purchaser referred to in Article 6.1. A Drag Along Notice shall specify that the Called Members are required to transfer all of their Shares (the "**Called Shares**") pursuant to this Article 6 to the Third Party Purchaser, the price at which the Called Shares are to be transferred and the proposed date of transfer. The Company shall as soon as reasonably practicable serve a copy of the Drag Along Notice on each person holding options over Shares (the "**Option Holders**"). Any Option Holder who exercises an option over Shares on or at any time after the service of the Drag Along Notice by Selling Members shall be deemed to have received the Drag Along Notice in his capacity as a shareholder in addition to his capacity as an Option Holder in respect of any Shares issued to him pursuant to such exercise and such person shall also thereafter be a Called Member.
- 6.3. A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason the Third Party Purchaser does not obtain the whole of the Selling Members' interest in the Company caused by a transfer of Shares by the Selling Members to the Third Party Purchaser pursuant to Article 6.1 within 60 days after the date of the Drag Along Notice.
- 6.4. The Called Members will be obliged to sell the Called Shares upon the same terms and at the price per Share offered by the Third Party Purchaser pursuant to this Article 6 and as set out in the Drag Along Notice.
- 6.5. Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Members' Shares unless:
- (a) all of the Called Members and the Selling Members agree otherwise; and
 - (b) that date is less than 7 days after the Drag Along Notice, where it shall be deferred until the 7th day after the Drag Along Notice.
- 6.6. Each of the Called Members shall, on service of the Drag Along Notice, be deemed to have irrevocably appointed each of the Selling Members to be his attorney to execute any stock transfer and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article.

7. TRANSFERS OF A SIGNICANT INTEREST

- 7.1. Subject to Article 6 but notwithstanding any other provision in these Articles, no sale or transfer of any Shares which amounts in the aggregate to 50 per cent. or more of the Shares in issue (the "**Specified Shares**") shall be made or registered without the prior consent of the remaining Members unless, before the transfer is

lodged for registration, the proposed transferee has irrevocably and unconditionally offered to purchase all the remaining Shares for the time being in issue (the "**Remaining Shares**") at the Specified Price and otherwise on the same terms (including as to the time of completion and the manner of payment) as the proposed transferee has offered to purchase the Specified Shares.

- 7.2. In this Article 7, the expression the "**Specified Price**" shall mean a consideration for each of the Remaining Shares at least equal to the aggregate of that offered or paid or payable by the proposed transferee for each of the Specified Shares. For the purposes of this Article 7, the consideration payable for such Specified Shares shall include any amount received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for each of the Specified Shares and, in the event of any disagreement about the calculation of the Specified Price, its calculation shall be referred to an independent chartered accountant (the "**Accountants**") within seven days of the dispute arising (acting as experts and not as arbitrators) and, pending the determination of the Specified Price, such sale or transfer shall have no effect. The decision of the Accountants with respect to the Specified Price shall be final and binding on the parties. The parties shall give all reasonable assistance to the Accountants in verifying the Specified Price, including, without limitation, the disclosure of all relevant documentation containing the terms of the transaction between the proposed transferee and the holders of the Specified Shares.

8. GENERAL MEETINGS

- 8.1. No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Members present in person or by proxy shall be a quorum for all purposes. A corporation being a Member shall be deemed to be personally present if represented in accordance with the provisions of section 323 of the Act.
- 8.2. If a meeting is adjourned under Regulation 41 because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the shareholders present shall form a quorum, and Regulation 41 shall be modified accordingly.
- 8.3. A poll may be demanded at any general meeting by the Chairman of the meeting or by any Member present in person or by proxy. Regulation 46 shall be modified accordingly.
- 8.4. A resolution in writing in accordance with Regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a Share held by joint holders the signature of any one

of them on behalf of all such joint holders shall be sufficient for the purposes of that regulation. The Directors shall cause a record of each resolution in writing, and of the signatures to it, to be entered in a book in the same way as minutes of proceedings of a general meeting of the Company and to be signed by a Director or the secretary of the Company.

8.5. Regulation 62 shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to" and by the insertion at the end of the regulation after the word "invalid" of the words "unless a majority of the Board resolve otherwise".

8.6. On a show of hands every Member present in person or by proxy shall have one vote and on a poll every Member so present shall have one vote for every Share of which he is the holder.

9. ROTATION OF DIRECTORS

9.1. The Directors shall not be required to retire by rotation and accordingly the second and third sentences of Regulation 79, Regulation 80 and the last sentence of Regulation 84 shall not apply.

10. ALTERNATE DIRECTORS

10.1. Any appointment or removal of an alternate director made under Table A shall be delivered at the registered office of the Company. In Regulation 65 the words "approved by resolution of the directors and" shall be deleted.

10.2. An alternate director shall cease to be an alternate director if his appointer ceases to be a Director. Regulation 67 shall not apply.

10.3. If an alternate director is himself a Director or attends any meeting as an alternate director for more than one Director, his voting rights shall be cumulative, but he shall only be counted once in deciding whether a quorum is present.

10.4. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.

11. PROCEEDINGS OF DIRECTORS

11.1. The Board on the date of adoption of these Articles shall be Barnabas Kindersley, Peter Kindersley (Chairman), Garry Hirth and Guy Rutherford.

- 11.2. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. The quorum for the transaction of business of the Board shall be two Directors (of which one must be Peter Kindersley unless Peter Kindersley has previously agreed otherwise in writing).
- 11.3. The Directors may from time to time appoint committees consisting of one or more Directors and may delegate any of their powers to any such committee. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Any committee so formed shall, in the exercise of the power so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors but may meet and adjourn as it thinks proper, provided that the quorum for a meeting of any committee shall throughout the meeting be at least one Director.
- 11.4. Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.
- 11.5. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 182 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject to such disclosure, a Director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulations 94 and 95 shall not apply.

12. NOTCIES

- 12.1. Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board.
- 12.2. The figure "24" shall be inserted in substitution for the figure "48" in the second sentence of Regulation 115. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

13. INDEMNITY

- 13.1. Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every Director, alternate director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation thereto. Regulation 118 shall be extended accordingly.
- 13.2. The Directors may exercise all the powers of the Company to purchase and maintain for every Director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

14. SHARE CERTIFICATE ETC

- 14.1. Share certificates need not be sealed with the seal and the Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two Directors or one Director and the Company Secretary. Regulation 6 of Table A shall be amended accordingly.

15. B CORP UK

- 15.1. The objects of the Company are to promote the success of the Company:
- 15.1.1. for the benefit of its members as a whole; and
 - 15.1.2. through its business and operations, to have a material positive impact on (a) society and (b) the environment, taken as a whole.
- 15.2. 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:
- 15.2.1. 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,
 - 15.2.2. the interests of the Company's employees,
 - 15.2.3. the need to foster the Company's business relationships with suppliers, customers and others,
 - 15.2.4. the impact of the Company's operations on the community and the environment and on affected stakeholders,

- 15.2.5. the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
 - 15.2.6. 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").
- 15.3. 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.
- 15.4. 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).
- 15.5. 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.