

COMPANY NUMBER: 07586361

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

IMPERIUM LAW SOLICITORS LIMITED

(the Company)

(Adopted by special resolution passed on 5 April

2024)

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INTRODUCTION

1. Interpretation

1.1 In these Articles, the following words have the following meanings:

A Shares	the A Ordinary shares of £0.10 each in the capital of the Company;
A Shareholder	the holder(s) of A Shares from time to time;
Accounts	the unaudited company accounts of the Company (prepared under section 394 of the Act) for the relevant Financial Year;
Act	the Companies Act 2006;
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);
Adoption Date	the date of adoption of these Articles;
Appointor	has the meaning given in article 13.1;
Articles	the Company's articles of association for the time being in force;
Asset Sale	the disposal by the Company or a Group Company of all, or substantially all of, the business and assets of the Group to a person other than a Group Company;
Available Profits	profits available for distribution within the meaning of part 23 of the Act;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Conflict	has the meaning given in article 9.1 (and Conflicted shall be construed accordingly);
Connected	has the meaning given in sections 252 and 254 of the Act (as appropriate);
Controlling Interest	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;
Deemed Transfer Notice	a Transfer Notice that is deemed to have been served under any provisions of these Articles or any Relevant Agreement;

Departing Employee Shareholder	an Employee Shareholder who ceases to be a director, employee or consultant of the Company or any other Group Company;
directors	the directors of the Company from time to time (and director shall be construed accordingly);
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);
Employee Shareholder	an A Shareholder who is a director and/or an employee of, or consultant to, the Company (and/or a Group Company);
Exit Proceeds	the net cash proceeds of the Share Sale;
Fair Value	in relation to Shares, as determined in accordance with article 26;
Financial Year	an accounting reference period (as defined in section 391 of the Act) of the Company;
First Offeree	in respect of an offer of any Shares, the Company (subject to, and in accordance with, the Act);
Group	in relation to a company, that company, any subsidiary or holding company from time to time of that company, any subsidiary from time to time of a holding company of that company and any subsidiary from time to time of another member of the Group (and the expressions member of a Group, Group Company or similar shall be construed accordingly);
holding company	has the meaning given in section 1159 of the Act;
Interested Director	has the meaning given in article 9.1;
Law Society	means the Law Society of England and Wales;
member	means a person who has agreed to be a member and whose name is entered in the Company's register of members;
Minimum Value	£1,100,000;
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Adoption Date and reference to a numbered Model Article is a reference to that article of the Model Articles;
Ordinary Shares	the Ordinary shares of £0.10 each in the capital of the Company;
Ordinary Shareholder(s)	the holder(s) of Ordinary Shares from time to time;
Proposed Sale Price	has the meaning given in article 23.1.2;
Quarter	a three-month period starting on either 1 January, 1 April, 1 July or 1 October (as appropriate), and Quarterly shall be construed accordingly;
Recognised Body	means a body corporate for the time being recognised by the SRA under section 9 of the Administration of Justice Act 1985 and the Recognised Body Regulations;
Recognised Body	means the SRA Recognised Bodies Regulations 2009 (as amended by the Solicitors' Code of Conduct 2011 and SRA

Regulations	Recognised Bodies Regulations (Miscellaneous) Amendment Rules 2010);
Relevant Agreement	any agreement relating (in whole or in part) to shareholdings in, and/or the management and/or affairs of the Company which is binding from time to time on the Company (in whole or in part) and the Shareholders (or some of them) including a contract of employment or service agreement;
Sale Shares	has the meaning given in article 23.1;
Seller	has the meaning given in article 23.1;
Second Offer Shareholders	the Ordinary Shareholders;
Share Sale	the sale of any of the shares in the capital of the Company (in one transaction or a series of transactions) which will result in the buyer of those shares and persons Acting in Concert with them together acquiring a Controlling Interest in the Company, except where the buyer is a company and the shareholders of that company, and the proportion of shares in that company held by each of them following completion of the sale are substantially the same as the shareholders and their shareholdings in the Company immediately before the sale;
Shareholder Consent	the prior consent in writing of a Shareholder Majority;
Shareholder Majority	Shareholders holding not less than 75% (by nominal value) of all the Ordinary Shares (for the avoidance of doubt, this may include the Shareholder(s) in respect of which the consent, restriction or relevant matter relates, unless prohibited by law or expressly stated otherwise);
Shareholders	the holders for the time being of Shares (and Shareholder shall be construed accordingly);
Shares	shares (of any class) in the capital of the Company from time to time (and Share shall be construed accordingly);
Solicitor	means a person qualified to act as a solicitor under section 1 of the Solicitors Act 1974 (with a practising certificate as defined by such Act);
<b>Solicitors' Regulations</b>	means all rules of conduct and ethics of the Law Society and/or the SRA including without limitation the Solicitors' Code of Conduct 2011, the Solicitors Accounts Rules 2011, the Solicitors Financial Services (Scope) Rules 2001, the SRA Indemnity Insurance Rules 2013, the SRA Authorisation Rules 2011, the SRA Practice Framework Rules 2011, SRA Suitability Test 2011 and the SRA Compensation Fund Rules 2011 as the same are amended, varied or replaced from time to time and the Legal Services Act 2007 (as amended from time to time);
SRA	means the Solicitors' Regulation Authority or its successor;
Transfer Notice	has the meaning given in article 23.1;
Transfer Price	has the meaning given in article 23.4; and
Valuers	the Company's accountants or such other firm of accountants nominated by the directors (acting with Shareholder Consent).

- 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 those meanings in these Articles but excluding any statutory modification of them not in force on the Adoption Date.
- 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 A reference to writing or written includes e-mail but excludes fax.
- 1.6 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.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 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.
2. Adoption of the Model Articles
  - 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
  - 2.2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2), 26(5), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
  - 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
  - 2.4 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
  - 2.5 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of their death" after the words "subject to the articles".
  - 2.6 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of their death, if" in its place.
  - 2.7 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".
3. Members, the Solicitors' Regulations and the Recognised Body Regulations
  - 3.1 No person shall be a member of the Company unless they are permitted to be a member under the Solicitors' Regulations. The management of the Company and the allotment, issue, holding, transfer and transmission of all shares in the capital of the Company shall be subject

to the Solicitors' Regulations and the Recognised Body Regulations and nothing in the regulations of the Company shall be construed as authorising any breach of such regulations or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of such regulations or section 9 of the Administration of Justice Act 1985.

- 3.2 A member shall not hold a share on behalf of another person nor create any charge or other third party interest over a share save where a member holds a share as nominee for a person permitted to be a member under the Solicitors' Regulations.
- 3.3 The Company must, unless permitted otherwise by the Solicitors' Regulations or the Recognised Body Regulations, have at least one member who is a Solicitor.

## DIRECTORS

- 4. Decision making
  - 4.1 Decisions of the directors shall be by way of majority decision at a meeting or a unanimous decision taken in accordance with this article.
  - 4.2 A decision of the directors is taken unanimously in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
  - 4.3 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.
  - 4.4 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.
- 5. Calling a directors' meeting
  - 5.1 Any director may call a directors' meeting by giving not less than 3 Business Days' notice of the meeting (or such lesser notice as determined by a Shareholder Majority) to the directors or by authorising the company secretary (if any) to give such notice.
  - 5.2 Notice of a directors' meeting shall be given to each director in writing, which may be by e-mail.
- 6. Quorum for directors' meetings
  - 6.1 Subject to articles 6.2 and 6.4, the quorum for the transaction of business at a meeting of directors is 2 Eligible Directors provided always that any meeting shall require the attendance of at least one director appointed and maintained in office by an Ordinary shareholder.
  - 6.2 If there is only one director in office, the quorum shall be 1 Eligible Director and the sole director may take decisions and pass resolutions alone.
  - 6.3 If a meeting is not quorate within 20 minutes of the specified start time for the meeting, then a Shareholder Majority may determine that the quorum for such meeting shall be revised to 1 Eligible Director, in which case the director present shall be entitled to vote on any matter(s) proposed as if the meeting was quorate.
  - 6.4 For the purpose of any meeting (or part of meeting) held pursuant to article 9 to authorise a Conflict, the quorum for such meeting (or part of meeting) shall be the number of Eligible Directors then in office excluding the Interested Director (which may, for the avoidance of doubt, be one Eligible Director).
- 7. Chairperson and casting vote

- 7.1 The chairperson of meetings of the directors shall be the director nominated by a Shareholder Majority to assume the role from time to time. As at the Adoption Date, the chairperson shall be Philip Andrew Jackson.
- 7.2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson shall have a second and casting vote.
- 8. Transactions or other arrangements with the Company
  - 8.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
    - 8.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
    - 8.1.2 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 they are interested;
    - 8.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
    - 8.1.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
    - 8.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
    - 8.1.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person Connected with them) 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 their duty under section 176 of the Act.
- 9. Directors' interests
  - 9.1 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 their duty under section 175 of the Act to avoid conflicts of interest (Conflict).
  - 9.2 Any authorisation under this article 9 will be effective only if:
    - 9.2.1 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;
    - 9.2.2 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
    - 9.2.3 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.

- 9.3 Any authorisation of a Conflict under this article 9 may (whether at the time of giving the authorisation or subsequently):
- 9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 9.3.2 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;
  - 9.3.3 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;
  - 9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 9.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they 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
  - 9.3.6 permit the Interested Director to absent themselves 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.
- 9.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 9.5 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.
- 9.6 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 they derive 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.
10. 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.
11. Number of directors
- Unless otherwise determined in writing by a Shareholder Majority, the number of directors (other than alternate directors) shall not be less than one and shall not be subject to any maximum number.
12. Appointment and removal of directors
- 12.1 A Shareholder Majority may appoint and remove any director of the Company and/or any Group Company by serving written notice on the Company (or the relevant Group Company)

and the affected person(s)/director(s) (as the case may be). Such appointment and/or removal shall take effect when the notice is received by the Company (or the relevant Group Company) or at such other time as is specified in the notice.

- 12.2 Any director who becomes a Departing Employee Shareholder, or who is a director of the Company and/or a Group Company and who transfers all of their Shares, shall, save where directed otherwise by a Shareholder Majority, be removed (and shall be deemed to have automatically resigned) from their office as director of the Company and any relevant Group Companies with effect from the date their employment ceases or the date on which share transfer takes place (as appropriate).
- 12.3 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 them (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.
13. Appointment and removal of alternate directors
  - 13.1 Any director (Appointor) may, with Shareholder Consent, appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
    - 13.1.1 exercise that director's powers; and
    - 13.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.
  - 13.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
  - 13.3 The notice must:
    - 13.3.1 identify the proposed alternate; and
    - 13.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
14. Termination of alternative directorship
  - 14.1 An alternative director's appointment as an alternate terminates:
    - 14.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
    - 14.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
    - 14.1.3 on the death of the alternate's Appointor; or
    - 14.1.4 when the alternate's Appointor's appointment as a director terminates.

## SHARES

15. Share capital



- 15.1 The issued share capital of the Company at the Adoption Date is £111.10 divided into:
  - 15.1.1 111 A Shares
  - 15.1.2 1,000 Ordinary Shares
- 15.2 The Ordinary Shares and the A Shares shall constitute different classes of shares for the purpose of the Act.
- 15.3 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of at least 75% in nominal value of the issued Shares of that class.
16. Dividends
  - 16.1 With regards to dividends, subject to the remaining provisions of this article 16, and as provided for in any Relevant Agreement the Shares shall rank equally in respect of dividends.
  - 16.2 In respect of any Financial Year and subject to the Act, the Available Profits of the Company may, at the discretion of the directors (acting with Shareholder Consent) and subject to any Relevant Agreement, be used to pay dividends (including interim dividends). The directors (acting with Shareholder Consent) shall be entitled to declare different dividends on different classes of Shares. The directors may, with Shareholder Consent, declare:
    - 16.2.1 a dividend on one class of Share only (or some but not all classes of Shares) and the payment of a dividend to holders of Shares of any class shall not entitle the holders of Shares of another class to any dividend;
    - 16.2.2 different amounts of dividends on the Ordinary Shares and the A Shares.
  - 16.3 Each dividend shall be distributed to the appropriate holders of a class of Shares pro rata according to the number of Shares of that class held by them respectively.
  - 16.4 Except as otherwise provided by the Articles or the rights attached to Shares, all dividends must be:
    - 16.4.1 declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and
    - 16.4.2 apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.
  - 16.5 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.
  - 16.6 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount.
17. Return of capital

Upon a winding-up, return of assets on liquidation, capital reduction or otherwise (other than a conversion, redemption or a Share Sale, but including after an Asset Sale), the assets of the Company available for distribution to the Shareholders and after the payment of its liabilities shall be applied and paid (to the extent that the Company is lawfully able to do so) to the holders of the Ordinary Shares and the A Shares in the manner set out in article 18 (mutatis mutandis).
18. Calculation of capital return on Share Sale

- 18.1 Upon the occurrence of a Share Sale, the amount payable to each holder of a class of Shares shall be determined by reference to the Exit Proceeds, on the following basis:
- 18.1.1 if the Exit Proceeds are an amount equal to, or less than, the Minimum Value, the Exit Proceeds shall be apportioned between, and paid to, the holders of the Ordinary Shares and the holders of the A Shares in the following order of priority:
- (a) the holders of the A Shares shall be entitled to an amount equal to their nominal value (being, as of the Adoption Date, £11.10) and shall not otherwise be entitled to any amount of the Exit Proceeds;
  - (b) the balance of the Exit Proceeds after payment of the nominal value of the A Shares shall be paid to the Ordinary Shareholders (pro-rata for the number of Ordinary Shares held by them).
- 18.1.2 if the Exit Proceeds are an amount which is greater than the Minimum Value, the Exit Proceeds shall be apportioned between, and paid to, the holders of the Ordinary Shares and the holders of the A Shares in the following order of priority:
- (a) firstly, in paying to the Ordinary Shareholders an amount equal to the Minimum Value from the Exit Proceeds (pro rata to the number of Ordinary Shares held by them);
  - (b) secondly, in paying the balance among the holders of the Shares pro rata to the number of shares held, as if they all constituted shares of the same class.
19. Voting
- 19.1 The Ordinary Shares and A Shares shall each confer on the Ordinary Shareholders and A Shareholders full voting rights, including the right to receive notice of, attend, speak and vote at all general meetings of the Company (whether by show or hands or poll) and to vote on a "one vote per share" basis on any written resolutions proposed to be passed by the Company.
20. Share transfers: general
- 20.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 20.2 No Shareholder shall transfer any Share except in accordance with articles 23, 24, 25 or 27.
- 20.3 No Share shall be transferred, and the directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to article 20.4, the directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent. The instrument of transfer of a Share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.
- 20.4 To enable the directors to determine whether or not there has been a transfer of Shares in the Company in breach of these Articles, the directors may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a Shareholder fails to provide information or evidence in respect of any Shares registered in their name to the reasonable satisfaction of such directors within 14 days of their request or, as a result of the information and evidence provided such directors are reasonably satisfied that a breach has occurred, then such directors may serve a notice on the Shareholder stating that the Shareholder shall not in relation to all Shares held by that Shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of Shares

of that class, or to vote on a written resolution of the Shareholders or to receive dividends on the Shares. Such directors may reinstate these rights at any time.

- 20.5 Any transfer of Shares by way of a sale that is made or required to be made under these Articles shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.
- 20.6 Any Transfer Notice served in respect of the transfer of any Shares which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of the Deemed Transfer Notice.
- 21. Further issues of Shares: authority
  - 21.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the Shareholders, the directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company.
  - 21.2 Notwithstanding any other provision of these Articles, no share shall be allotted or otherwise disposed of nor shall any option be granted over any share:
    - 21.2.1 in circumstances where the allotment, disposal or grant would result in the Company ceasing to have at least one member who is a Solicitor; or
    - 21.2.2 in circumstances where the allotment, disposal or grant would result in any other breach of the Solicitors' Regulations and Recognised Body Regulations.
- 22. Further issues of Shares: pre-emption rights
  - 22.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
  - 22.2 Unless otherwise agreed by a Shareholder Majority, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all Ordinary Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Ordinary Shares held by those Ordinary Shareholders (as nearly as possible without involving fractions). The offer:
    - 22.2.1 shall be in writing, shall be open for acceptance for a period of 10 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
    - 22.2.2 may stipulate that any Ordinary Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which they are entitled shall, in their acceptance, state the number of excess equity securities (Excess Securities) for which they wish to subscribe.
  - 22.3 Any equity securities not accepted by the Ordinary Shareholders pursuant to the offer made to them in accordance with article 22.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 22.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Ordinary Shares held by the applicants immediately before the offer was made to Ordinary Shareholders in accordance with article 22.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Ordinary Shareholder beyond that applied for by them). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Ordinary Shareholders.

22.4 Subject to articles 22.2 and 22.3 and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

23. Pre-emption rights on the transfer of Shares

23.1 Except where the provisions of articles 24, 25 or 27 apply, any A Shareholder (Seller) wishing to transfer some or all of their A Shares (Sale Shares) to a third party must give notice in writing (a Transfer Notice) to the Company giving details of the proposed transfer including:

23.1.1 the name of the proposed buyer; and

23.1.2 the price (in cash) at which they wish to sell the Sale Shares (Proposed Sale Price).

23.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company as the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.

23.3 Once given, a Transfer Notice (or Deemed Transfer Notice) may only be withdrawn with Shareholder Consent.

23.4 The Transfer Price for each Sale Share which is the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the buyer (with the agreement of the directors and a Shareholder Majority) or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 26.

23.5 As soon as reasonably practicable (after allowing sufficient time for professional advice) following the agreement or determination of the Transfer Price (or following the directors becoming aware of a Deemed Transfer Notice having been served), the directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 23 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

23.6 The directors shall offer the Sale Shares in the following order of priority:

23.6.1 first, to the First Offeree; and

23.6.2 second, to the Second Offer Shareholders,

in each case excluding any Shareholder whose Shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.

23.7 The directors shall offer the Sale Shares first to the First Offeree, inviting it to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the First Offer Period) for the maximum number of Sale Shares it wishes to buy.

23.8 If:

23.8.1 at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each First Offeree (subject always to the Act); and

23.8.2 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the First Offeree in accordance with its applications (subject always to the Act). The balance (the Initial Surplus Shares) shall be dealt with in accordance with article 23.9.

- 23.9 At the end of the First Offer Period, the directors shall offer the Initial Surplus Shares (if any) to the Second Offer Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (both dates inclusive) (the Second Offer Period) for the maximum number of Initial Surplus Shares they wish to buy.
- 23.10 If:
- 23.10.1 at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is equal to or exceeds the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to each Second Offer Shareholder who has applied for Initial Surplus Shares in the proportion which their existing holding of Shares of the class held by Second Offer Shareholders bears to the total number of Shares of that class. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Initial Surplus Shares being allocated, in which case, the allocation of any such fractional entitlements among the Second Offer Shareholders shall be determined by the directors). No allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which they have stated they are willing to buy;
  - 23.10.2 not all Initial Surplus Shares are allocated following allocations in accordance with article 23.10.1, but there are applications for Initial Surplus Shares that have not been satisfied, the directors shall allocate the remaining Initial Surplus Shares to such applicants in accordance with the procedure set out in article 23.10.1. The procedure set out in this article 23.10.2 shall apply on any number of consecutive occasions until either all Initial Surplus Shares have been allocated or all applications for Initial Surplus Shares have been satisfied; and
  - 23.10.3 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Second Offer Shareholders in accordance with their applications. The balance (the Second Surplus Shares) may be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 23.14.
- 23.11 The directors shall, when no further offers or allocations are required to be made under article 23.6 to article 23.10 (inclusive), give notice in writing of the allocations of Sale Shares (an Allocation Notice) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an Applicant). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 2 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).
- 23.12 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Applicant may reasonably require to show good title to the Sale Shares, or to enable them to be registered as the holder of the Sale Shares.
- 23.13 If the Seller fails to comply with article 23.12 (including in the case of any transfer made pursuant to article 25):
- 23.13.1 the chairperson (or, failing the chairperson, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Seller:
    - (a) complete, execute and deliver in their name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
    - (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and

- (c) (subject to the transfers being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Sale Shares purchased by them; and
- 23.13.2 the Company may retain the Transfer Price on trust (but without interest) for the Seller until they have delivered their certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Sale Shares, to the Company.
- 23.14 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 15 Business Days following the date of service of the Allocation Notice, with the consent of the directors and a Shareholder Majority (which may be withheld at their discretion), transfer the Initial Surplus Shares or the Second Surplus Shares (subject to article 23.10.3) (as the case may be) to the buyer identified in the Transfer Notice (if any) at a price at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Initial Surplus Shares or Second Surplus Shares (as the case may be) to a third-party buyer if that buyer was not identified in the Transfer Notice.
- 24. Permitted Transfers
  - 24.1 The restrictions on transfer contained in article 23 shall not apply to any of the following transfers save where they are prohibited in accordance with the Solicitors' Regulations and the Recognised Body Regulations:
    - 24.1.1 the Ordinary Shareholders may transfer some or all of their Ordinary Shares to any other person without any price or other restriction and any such transfer shall be registered by the directors; and
    - 24.1.2 a transfer of Shares made with Shareholder Consent may be made without any price or other restriction and any such transfer shall be registered by the directors.
- 25. Compulsory transfers
  - 25.1 A Transfer Notice shall be deemed to have been served under article 23.1 immediately before any of the following events occurring to an A Shareholder:
    - 25.1.1 the A Shareholder dies;
    - 25.1.2 the A Shareholder suffers permanent disability or permanent incapacity through ill health;
    - 25.1.3 the A Shareholder becomes of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient or incapable of managing his own affairs under any statute relating to mental health;
    - 25.1.4 the A Shareholder's practising certificate is withdrawn and they are no longer a Solicitor;
    - 25.1.5 the A Shareholder is subject to disciplinary action before the SRA;
    - 25.1.6 the A Shareholder is charged with a criminal offence (other than a minor road traffic offence);
    - 25.1.7 a bankruptcy petition being presented, or an order being made, for the A Shareholder's bankruptcy or where a Shareholder Majority reasonably believes that the A Shareholder is unable to pay their debts as they fall due; or
    - 25.1.8 the happening in relation to an A Shareholder of any event or circumstances analogous to the circumstances set out in article 25.1.7 in any jurisdiction in which

they are resident, carries on business or has assets; or

- 25.1.9 the A Shareholder commits a material or persistent breach of any Relevant Agreement or employment/service agreement, to which they are a party, or of these Articles;
- 25.1.10 the A Shareholder is guilty of dishonest or fraudulent conduct in dealings with the Company or conduct which brings the reputation of the Company into disrepute (in each case as determined by a Shareholder Majority acting in good faith); or
- 25.1.11 the A Shareholder becoming a Departing Employee Shareholder, in which case the Deemed Transfer Notice will be deemed served on the date of the termination of that Shareholder's employment, office or consultancy role (as appropriate).
- 25.2 A Deemed Transfer Notice has the same effect as a Transfer Notice, except that:
  - 25.2.1 a Deemed Transfer Notice shall relate to all of the A Shares held by the A Shareholder who is subject to the same;
  - 25.2.2 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer and that the price stated shall be determined in accordance with article 25.2.3;
  - 25.2.3 the Transfer Price for the Sale Shares shall be the aggregate nominal value of the Sale Shares, other than in circumstances where the board of directors, acting with Shareholder Consent (in each case, in their sole discretion) determine in writing that the Transfer Price shall be an amount determined by the board of directors.
- 25.3 The Company reserves the right to reissue any Deemed Transfer Notice with Shareholder Consent at any time up until the tenth anniversary of the date on which the Deemed Transfer Notice was withdrawn.
- 25.4 On completion of the sale and purchase of the Seller's Shares under this article 25:
  - 25.4.1 if the transferee is a Shareholder (or another third party other than the Company), then save where a Shareholder Majority determines that the Transfer Price should be paid at the completion of the transfer:
    - (a) the transferee shall pay to the Seller one eighth of the Transfer Price to the Seller on the first Business Day of the first Quarter which follows the Quarter in which completion occurs (First Instalment); and
    - (b) the transferee shall pay the remaining balance of the Transfer Price to the Seller in a further 7 equal Quarterly instalments, each such tranche being payable on the first Business Day of each consecutive following Quarter after the Quarter in which the First Instalment is paid;
  - 25.4.2 if the transferee is the Company, the Company shall pay the whole of the purchase price for the Seller's Shares being acquired by it (or otherwise as may be agreed between the buyer and Seller, subject to the Act).
- 25.5 Forthwith upon a Transfer Notice being deemed to be served under this article 25, the Shares subject to the relevant Deemed Transfer Notice (the Restricted Shares) shall, unless otherwise directed in writing by a Shareholder Majority (excluding the affected Shareholder), cease to confer on the holder of them any rights:
  - 25.5.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
  - 25.5.2 to receive dividends or other distributions otherwise attaching to those Shares; or

25.5.3 to participate in any future issue of Shares issued in respect of those Shares.

25.6 The directors may (with Shareholder Consent) reinstate the rights referred to in article 25.5 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to the Deemed Transfer Notice.

## 26. Valuation

26.1 The Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.

26.2 The Fair Value for any Sale Share shall be the price per Share determined in writing by the Valuers on the following bases and assumptions:

26.2.1 valuing each of the Sale Shares in accordance with the principles set out in articles 16.1 and 18 (mutatis mutandis, as though a Share Sale is to take place on the applicable date of the valuation);

26.2.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

26.2.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;

26.2.4 the Sale Shares are sold free of all encumbrances;

26.2.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and

26.2.6 to take account of any other factors that the Valuers reasonably believe should be taken into account.

For the avoidance of doubt, the value of the A Shares shall not exceed the amount which would be attributable to them under article 18 if a Share Sale was to take place on the same date as the valuation. The references to "Exit Proceeds" in article 18 shall be construed as being a reference to the value of the entire issued share capital as at the date of the valuation.

26.3 The Shareholders will provide (or procure that the Company provides) the Valuers with such assistance and documents as the Valuers reasonably require for the purpose of reaching a decision.

26.4 To the extent not provided for by this article 26, the Valuers may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.

26.5 The Valuers shall act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders in the absence of manifest error or fraud.

26.6 The cost of obtaining the Valuers' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Valuers direct.

## 27. Drag along

27.1 If a Shareholder Majority (in this article, the Selling Shareholders) wish to transfer all (but not some only) of their respective Ordinary Shares to a bona fide purchaser on arm's length terms (Proposed Buyer), the Selling Shareholders may require some or all of the other Shareholders (Called Shareholders) to sell and transfer their Shares (Called Shares) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (Drag Along Option).



- 27.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (Drag Along Notice) at any time before the transfer of the Selling Shareholders' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 27.2.1 that the relevant Called Shareholder is required to transfer all of their Called Shares pursuant to this article 27;
  - 27.2.2 the person to whom the Called Shares are to be transferred;
  - 27.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be calculated in accordance with article 18; and
  - 27.2.4 the proposed date of the transfer.
- 27.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold their respective Shares to the Proposed Buyer within 6 months of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 27.4 No Drag Along Notice shall require the Called Shareholder to agree to any terms except those specifically set out in this article 27.
- 27.5 Completion of the sale of the Called Shares shall take place on the same date as the sale of the Selling Shareholders' Shares (Completion Date).
- 27.6 Neither the proposed sale of the Selling Shareholders' Shares to the Proposed Buyer nor the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in article 23.
- 27.7 On or before the Completion Date, the Called Shareholders shall execute and deliver a stock transfer form(s) for the Called Shares, together with the relevant share certificate(s) (or a suitable indemnity for any lost share certificate(s)) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 27.2 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 27.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer form(s) and share certificate(s) (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article 27 in respect of their Shares.
- 27.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 27.7) transfer(s) in respect of all of the Called Shares held by them, that Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent to execute all necessary transfer(s) on their behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this article 27.9.
28. Purchase of own Shares
- 28.1 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 up to any amount in a Financial Year not exceeding the lower

of:

28.1.1 £15,000; and

28.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each Financial Year of the Company.

#### DECISION MAKING BY SHAREHOLDERS

##### 29. Quorum for general meetings

29.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be a Shareholder Majority present in person or by proxy.

29.2 The Shareholder Majority may appoint up to two authorised representatives to attend and vote at general meetings upon its behalf in accordance with Model Article 45 and article 33.

29.3 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

##### 30. Chairing general meetings

The chairperson of the board of directors shall chair general meetings.

##### 31. Voting

At a general meeting, on a show of hands every Shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself or herself a Shareholder entitled to vote; on a poll every Shareholder present in person or by proxy shall have one vote for each Share of which they are the holder; and on a vote on a written resolution every Shareholder has one vote for each Share of which they are the holder.

##### 32. Poll votes

32.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

32.2 Model Article 44(3) 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.

##### 33. Proxies

33.1 Model Article 45(1)(d) 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 general meeting (or adjourned meeting) to which they relate".

33.2 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

#### ADMINISTRATIVE ARRANGEMENTS

##### 34. Means of communication to be used

34.1 Subject to article 34.2, any notice, document or other information shall be deemed received by the intended recipient:

- 34.1.1 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;
  - 34.1.2 if sent by pre-paid first-class post or other next working day delivery service providing proof of postage, at 9.00 am on the Business Day after posting or at the time recorded by the delivery service; or
  - 34.1.3 if sent by email, at the time of transmission.
- 34.2 If deemed receipt under article 34.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, Usual Business Hours means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information (which, in the case of service by email shall be deemed to be the same place as is specified for service of notices, documents or other information on the relevant recipient by hand or post).
- 34.3 To prove service, it is sufficient to prove that:
  - 34.3.1 if delivered by hand, the notice was delivered to the correct address;
  - 34.3.2 if sent by post the envelope containing the notice was properly addressed, paid for and posted;
  - 34.3.3 if sent by email, the notice was properly addressed and sent to the email address of the recipient.
- 34.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.
- 35. Indemnity and insurance
- 35.1 Subject to article 35.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
  - 35.1.1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
  - 35.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 35.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 35.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 35.3 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.
- 35.4 In this article:

- 35.4.1 a "relevant officer" means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor; and
- 35.4.2 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 or any pension fund or employees' share scheme of the Company.