

No 09029774

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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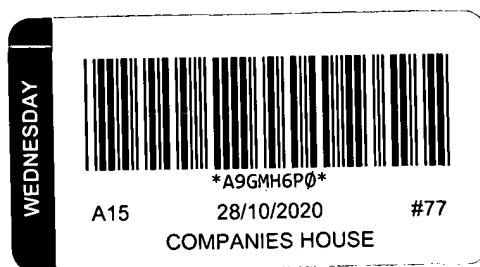
**ARTICLES OF ASSOCIATION**

**OF**

**ANGLIA ANGELS LIMITED**

(Adopted by Special Resolution passed on  
15 OCTOBER 2020)

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**MILLS & REEVE**

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## INTRODUCTION

### 1 **Definitions and interpretation**

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

**"accountants"** means the auditors of the company for the time being or if the company has lawfully not appointed auditors, its accountants for the time being, or if in either case such firm is unable or unwilling to act in any particular case, such independent firm of accountants jointly appointed by the Seller (as defined in clause 20.2) and the company acting by the Board (or, in the absence of agreement between them on the identity of the accountants within 5 Business Days of one party serving details by written notice of a suggested firm of accountants on the other) an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales or any successor body (acting as an expert and not as an arbitrator);

**"alternate"** or **"alternate director"** has the meaning given in article 14;

**"appointor"** has the meaning given in article 14.1;

**"Articles"** means the company's articles of association for the time being in force;

**"associated company"** means any subsidiary or holding company of the company or any other subsidiary of the company's holding company;

**"business day"** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**"board"** means the board of directors of the company from time to time;

**"CA 2006"** means the Companies Act 2006;

**"Conflict"** has the meaning given in article 9.1;

**"default interest rate"** means 4 per cent. above the base rate of Barclays Bank plc from time to time;

**"director"** means a director for the time being of the Company or (as the context shall require) acting for the board of directors of the Company;

**"eligible director"** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

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

**"Ordinary Shares"** means ordinary shares of £1 each in the capital of the company having the rights set out in these Articles;

**"relevant officer"** means any director or other officer of the company or an associated company, but excluding in each case any person engaged by the

company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and

**"relevant proportion"** means the percentage of the issued share capital of the Company held by a Shareholder from time to time.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles 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 CA 2006 have the same meanings in these Articles.
- 1.3 Headings in these Articles are for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **"article"** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.5.1 any subordinate legislation from time to time made under it; and
  - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference in these Articles to a **"subsidiary"**, **"holding company"**, **"undertaking"**, **"subsidiary undertaking"** or **"parent undertaking"** shall be construed in accordance with section 1159 and section 1162 of CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.
- 1.8 Any words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.9 The Model Articles apply to the company, except in so far as they are modified or excluded by these Articles.
- 1.10 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles do not apply to the company.

## **2 Liability of members**

- 2.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **DIRECTORS**

### **3 Directors to take decisions collectively**

#### **3.1** Article 7 of the Model Articles is amended by:

- 3.1.1 the insertion of the words "for the time being" at the end of article 7(2)(a);  
and
- 3.1.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

### **4 Unanimous decisions**

- 4.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### **5 Calling a directors' meeting**

- 5.1 Any director may call a directors' meeting by giving not less than 5 business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 5.2 Notice of a directors' meeting must be given to each director, but need not be in writing.

### **6 Quorum for directors' meetings**

- 6.1 Subject to article 3.1 and to article 6.2, the quorum for the transaction of business at a meeting of directors is a minimum of two eligible directors.
- 6.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 9.1 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 6.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
  - 6.3.1 to appoint further directors; or
  - 6.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

**7      No casting vote**

- 7.1      If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other eligible director chairing the meeting does not have a casting vote.

**8      Transactions or other arrangements with the company**

- 8.1      Subject to the provisions of CA 2006 and provided he has declared the nature and extent of any interest of his (unless the circumstances in any of sections 177(5) and 177(6) or sections 182(5) and 182(6) CA 2006 apply, in which case no disclosure is required), a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company, notwithstanding his office:
- 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      may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
  - 8.1.3      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 promoted by the company or in which the company is otherwise (directly or indirectly) interested;
  - 8.1.4      shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 CA 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate which he is permitted to hold or enter into by virtue of articles 8.1.1, 8.1.2 or 8.1.3 and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 CA 2006; and
  - 8.1.5      shall subject to article 9.1, be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) and shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, on any matter referred to in articles 8.1.1 to 8.1.3 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any such resolution his vote shall be counted.
- 8.2      For the purposes of this Article 8, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 8.3      Any disclosure required by Article 8.1 may be made at a meeting of the directors, by notice in writing or by general notice or otherwise in accordance with section 177 CA 2006.

## **9 Directors' conflicts of interest**

- 9.1 For the purposes of section 175 CA 2006, the directors may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the company (a "**Conflict**"). Any such authorisation will be effective only if:

- 9.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
- 9.1.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they may expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time, but this will not affect anything done by the director in question prior to such variation or termination, in accordance with the terms of such authorisation.

For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

- 9.2 A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a Conflict, this Article applies only if the existence of that relationship has been approved by the directors pursuant to article 9.1. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 (inclusive) because he fails:

- 9.2.1 to disclose any such information to the board or to any director or other officer or employee of the company; and/or
- 9.2.2 to use or apply any such information in performing his duties as a director of the company.

- 9.3 Where the existence of a director's relationship with another person has been approved by the board pursuant to article 9.1 and his relationship with that person gives rise to a Conflict, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 CA 2006 (inclusive) because he:

- 9.3.1 absents himself from meetings of the board at which any matter relating to the Conflict will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- 9.3.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the Conflict sent or supplied by the

company and/or for such documents and information to be received and read by a professional adviser,

for so long as he reasonably believes such Conflict subsists.

9.4 The provisions of Articles 9.2 and 9.3 are without prejudice to any equitable principle or rule of law which may excuse the director from:

9.4.1 disclosing information, in circumstances where disclosure would otherwise be required under these articles; or

9.4.2 attending meetings or discussions or receiving documents and information as referred to in Article 9.3, in circumstances where such attendance or receipt of such documents and information would otherwise be required under these articles.

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

## **10 Records of decisions to be kept**

10.1 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 Appointment of directors**

11.1 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

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

## **12 Termination of Director's Appointment**

12.1 A person ceases to be a director as soon as:

12.1.1 he ceases to be a director by virtue of any provision of CA 2006 or these Articles or he becomes prohibited by law from being a director; or

12.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

12.1.3 he is, or may be, suffering from mental disorder and a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally

incapable of acting as a director and may remain so for more than three months; or

12.1.4 he resigns his office by notice to the company; or

12.1.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

### **13 Directors' expenses**

13.1 Article 20 of the Model Articles is amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

### **14 Appointment and removal of alternate directors**

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

14.1.1 exercise that director's powers; and

14.1.2 carry out that director's responsibilities

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

14.2 If any director wishes to appoint an alternate director, he shall first consult with the other director(s).

14.3 Any appointment or removal of an alternate must be effected by notice in writing to the company (marked for the attention of the chairman or company secretary signed by the appointor, or in any other manner approved by the directors.

14.4 The notice must:

14.4.1 identify the proposed alternate; and

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

### **15 Rights and responsibilities of alternate directors**

15.1 An alternate director has the same rights in relation to any decision of the directors as the alternate's appointor.

15.2 Except as the Articles specify otherwise, alternate directors:

15.2.1 are deemed for all purposes to be directors;

15.2.2 are liable for their own acts and omissions;

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

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



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

15.3 A person who is an alternate director but not, in the absence of such appointment, a director:

15.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

15.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

15.3.3 shall not be counted as more than one director for the purposes of articles 15.3.1 and 15.3.2.

15.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

15.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

## **16 Termination of alternate directorship**

16.1 An alternate director's appointment as an alternate terminates:

16.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing (marked for the attention of the chairman or company secretary specifying when it is to terminate);

16.1.2 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;

16.1.3 on the death of the alternate's appointor; or

16.1.4 when the alternate's appointor's appointment as a director terminates.

## **SHARES AND DISTRIBUTIONS**

### **17 Directors' authority to allot shares**

17.1 For so long as the company has only one class of shares in issue, the directors may exercise any power of the company to allot shares of that class or to grant rights to subscribe for or to convert any security into such shares.

## **18     Exclusion of statutory pre-emption rights**

- 18.1 Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to an allotment of equity securities (as defined in section 560 CA 2006) made by the company.
- 18.2 Unless otherwise agreed by special resolution, 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 shareholders in their respective relevant proportions 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 (as nearly as possible without involving fractions). The offer:
- 18.2.1 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
- 18.2.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.
- 18.3 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 18.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 18.2. 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 shares held by the applicants immediately before the offer was made to shareholders in accordance with article 18.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). 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 shareholders.
- 18.4 Subject to articles 18.2 and 18.2 and to section 551 CA 2006, 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.
- 18.5 No shares shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

## **19     Replacement share certificates**

- 19.1 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" are deleted and replaced with the words "evidence and indemnity".

## **20     Share transfers**

- 20.1 In article 26(5) of the Model Articles, the word "may" after the words "The directors" is deleted and replaced with the word "must" and the words "unless the transfer is

made in accordance with this article 20 and shall not have any discretion to register any transfer of shares which has not been made in compliance with this article 20" are inserted after the words "transfer of a shares".

- 20.2 Each of the shareholders agrees that if any of them wishes to sell, transfer or otherwise dispose of the legal and/or beneficial ownership of all or any of their shares (such party being a "**Seller**" and such transaction being referred to in this article 20 as a "**Transfer**") to any existing shareholder or third party from which a bona fide offer has been received, the Seller shall serve on the board (acting for the purposes of this article 20 as agent for the company) a notice in writing of his wish to sell, transfer or otherwise dispose of all or any of his shares accompanied by the relevant share certificates. Such notification ("**Transfer Notice**") shall:
- 20.2.1 state the number of shares which the Seller desires to Transfer ("**Sale Shares**");
  - 20.2.2 state, if applicable, the Sale Price (as defined in article 20.7) for the Sale Shares and constitute the board as the Seller's agent for the sale of the Sale Shares at the Sale Price (as defined in article 20.7); and
  - 20.2.3 give details of the other person to whom the Seller wishes to Transfer the Sale Shares in the event that no purchaser shall have been found pursuant to articles 20.3 to 20.6 (both inclusive).

A Seller may withdraw a Transfer Notice by notice in writing given to the company within 10 Business Days after communication to him of the accountants' written opinion of the Sale Price pursuant to article 20.7; but a Seller may not in any other circumstances withdraw or vary a Transfer Notice which has been given or deemed to have been given.

- 20.3 Any Transfer of Sale Shares pursuant to this article 20 shall be made free from any encumbrance 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.
- 20.4 Within five Business Days after the board has received a Transfer Notice or, if later, within five Business Days after the Sale Price has been determined in accordance with article 20.7 (and, if applicable, after a Seller has informed the board that he does not wish to exercise his right to withdraw a Transfer Notice under article 20.2 or such right has ceased to be exercisable), the board shall offer the Sale Shares to the other Shareholders ("**Offerees**") in their respective relevant proportions at that time ("**Share Entitlement**"). Such offer shall include details in writing of the number of the Sale Shares and the Sale Price and shall invite the Offerees to specify in writing to the company within 10 Business Days from the date of such offer whether they are willing to purchase all (but not some only) of their respective Share Entitlement at the Sale Price. The board shall, at the same time, give details to the Offerees of the person to whom the Seller wishes to Transfer the Sale Shares if the Offerees choose not to purchase their respective Share Entitlement. If an Offeree does not inform the Board within 10 Business Days of the date of the offer that he/they wishes to purchase all of his Share Entitlement at the Sale Price, such Offerees shall be deemed to have declined his/their Share Entitlement (such Offeree being referred to below as a "**Declining Offeree**"). If any Offeree has accepted his Share Entitlement in writing to the Board within 10 Business Days of the date of the offer ("**Accepting Offeree**"), then the board shall within 15 Business Days of the date of the original offer, offer such Accepting Offeree the Share Entitlement of any Declining Offeree in

their respective relevant proportions at that time ("**Second Share Entitlement**"). If the Accepting Offeree does not within 25 Business Days of the date of the original offer inform the board that he wishes to purchase all of his Second Share Entitlement, such Accepting Offeree shall be deemed to have declined his Second Share Entitlement.

- 20.5 The board shall, on the expiry of the 10-day or 25-day period referred to in article 20.4 notify the Seller whether the Offeree or Offerees (as appropriate) are willing to purchase the Sale Shares. If the Offeree or Offerees (as appropriate) are willing to purchase all (but not some only) of the Sale Shares, the Seller shall be bound, on receipt of the Sale Price in cash, to transfer the Sale Shares to the Offeree or Offerees (as appropriate). 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 and subject to payment by the Offeree or Offerees (as appropriate) of any relevant stamp duties, the Offeree or Offerees (as appropriate) shall be registered as the holder(s) of the Sale Shares in the register of members of the company and a share certificate in the name of the Offeree or Offerees (as appropriate) in respect of the Sale Shares shall be delivered.
- 20.6 If the Offeree or Offerees (as appropriate) declines or are deemed to have declined the offer to purchase the Sale Shares pursuant to article 20.3, the Seller may (subject, if appropriate to his compliance with article 21) sell and transfer all (but not some only) of the Sale Shares (or, if one Offeree has accepted his own Share Entitlement but declined his Second Share Entitlement and there remains to be sold the Share Entitlement of any Declining Offeree(s), that, part of them which remains unsold) at any time within the following three months to the person named in the Transfer Notice in pursuance of a bona fide sale at any price not being less than the Sale Price.
- 20.7 For the purposes of this article 20, "**Sale Price**" means the price for the Sale Shares specified (if any) in the Transfer Notice as being the price offered by the existing Shareholder or third party from which the Seller has received the bona fide offer or (if no such price is so specified) the fair value of the Sale Shares as the Seller and the Offeree or Offerees (as appropriate) shall agree or, failing agreement, as the accountants (acting as experts and not as arbitrators) shall state in writing to be in their 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 seller and a willing purchaser and that the Sale Shares are sold free of all encumbrances. For the purposes of this article 20 the accountants shall disregard the fact that the Sale Shares represent a minority or a majority of the company's issued share capital, as appropriate. The determination of the accountants shall be final and binding on all concerned. The cost of obtaining the certificate of the accountants shall be borne by the Seller. The board shall provide to the accountants 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 seller by private treaty and at arm's length and the accountants shall take account of such information in giving their opinion.
- 20.8 Each of the shareholders appoints the other shareholders jointly, irrevocably and by way of security for the performance of his obligations under this article 20 as his attorney or attorneys to execute any necessary document in relation to any Transfer of Sale Shares. The company may receive any purchase monies on behalf of the Seller but shall not be bound to earn or pay interest on it. The receipt by the company of the purchase monies shall be a good discharge to the Offeree, who shall not be

bound to see to its application. If the Offeree fails to deliver the purchase monies to the Seller on the completion date, the purchase monies shall bear interest at the default interest rate calculated on a daily basis and compounded monthly.

20.9 The Seller irrevocably authorises the directors to approve the registration of any Transfer of Sale Shares pursuant to this article 20.

20.10 Notwithstanding any other provision of these Articles, the directors may, in their absolute discretion, decline to register any transfer which would otherwise be permitted under the foregoing provisions of this article 20 if it is a transfer of an Ordinary Share on which the company has a lien or if it is a transfer of an Ordinary Share to a person of whom they shall not approve. The directors may also refuse to register a transfer if it is a transfer to an employee, director or prospective employee or director where that person has not entered into a joint election with the company under section 431 of ITEPA

## **21 Transfers of a significant interest ('tag-along')**

21.1 No sale or transfer (whether by one or by a series of transactions) of any shares which amounts in the aggregate to 50 per cent. or more of the shares in issue ("**Specified Shares**") shall be made or registered without the prior consent of all the shareholders unless, before such sale or transfer is made, the proposed transferee has irrevocably and unconditionally offered to purchase all the shares for the time being in issue 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.

21.2 In this article 21, the expression "**Specified Price**" shall mean a consideration for each of the other 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 21, the consideration payable for each of the 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 within seven days of the dispute arising to the accountants whose decision 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 Seller and the proposed purchaser.

## **22 Transmission of shares**

22.1 Article 27(3) of the Model Articles is amended by the insertion of the words ", subject to article 11," after the word "But".

## **23 Transmittees bound by prior notices**

23.1 Article 29 of the Model Articles is amended by the insertion of the words", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

## **24 Payment of dividends and other distributions**

24.1 Articles 31(a) to (c) (inclusive) of the Model Articles are amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles is amended by the deletion of the words "either" and "or by such other means as the directors decide".

24.2 Subject to Article 24.4, and unless the shareholders resolve otherwise in relation to any particular financial year, the Company shall (and each shareholder shall use reasonable endeavours to procure, so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the company, that the company shall) distribute by way of dividend to the shareholders any surplus profits (including surplus profits arising upon the disposal of investments) which are not required:

24.2.1 to fund the business of the company in accordance with any approved business plan or budget; or

24.2.2 for reasonable and proper reserves retained to meet working capital requirements; or

24.2.3 to satisfy the company's obligations to its bankers and other third party creditors from time to time.

24.3 Accordingly, the shareholders shall not unreasonably withhold approval under Article 24.2 to the distribution by way of dividend in each financial year of such percentage of the company's profits available for distribution in the relevant financial year as the Board shall resolve shall be distributed.

24.4 The company shall not declare, pay or make any dividend or other distribution which is or would be prohibited by the CA 2006.

## **DECISION MAKING BY SHAREHOLDERS**

### **25 Quorum for general meetings**

25.1 If the company has more than one shareholder, two qualifying persons present at a meeting are a quorum, unless each is a representative of a corporation or each is appointed as proxy of a shareholder and they are representatives of the same corporation or are proxies of the same shareholder.

25.2 For the purposes of these articles, a "qualifying person" is:

25.2.1 an individual who is a shareholder of the company;

25.2.2 a person authorised to act as the representative of a corporation in relation to the meeting; or

25.2.3 a person appointed as proxy of a shareholder in relation to the meeting.

## **26 Votes**

26.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 CA 2006) present and entitled to vote at the meeting.

26.2 Article 44(3) of the Model Articles is 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.

26.3 Save as provided otherwise in CA 2006, each holder of an Ordinary Share present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Ordinary Share held by him or her.

## **27 Proxies**

27.1 Article 45(1)(d) of the Model Articles is deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

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

## **ADMINISTRATIVE ARRANGEMENTS**

### **28 Service of notices and other documents**

28.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

28.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

28.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

28.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

28.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a business day.

- 28.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by CA 2006.

## **29 Indemnity**

- 29.1 Subject to the provisions of, and so far as may be consistent with, the Companies Acts and any other provision of law, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company may indemnify every relevant officer out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant officer provided that, in the case of any director, any such indemnity shall not apply to any liability of that director:

29.1.1 to the company or to any of its associated companies;

29.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

29.1.3 incurred:

- (i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the company, or any of its associated companies, in which judgment is given against him; or
- (ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief.

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

- 29.2 Every director shall be entitled to have funds provided to him by the company to meet expenditure incurred or to be incurred in connection with any proceedings (whether civil or criminal) or any regulatory investigation or action brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than:

29.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

29.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

29.2.3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final.



in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

**30     Insurance**

- 30.1    The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- 30.2    In this article a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company.