

Co. No. 10507047

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

- OF -

WINTER RESTAURANTS HOLDINGS LIMITED

MACFARLANES

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

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# THE COMPANIES ACT 2006

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## PRIVATE COMPANY LIMITED BY SHARES

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### ARTICLES OF ASSOCIATION

(Adopted by special resolution passed on 9 November 2020)

of

### WINTER RESTAURANTS HOLDINGS LIMITED (the "Company")

#### 1 Application of Model Articles

1.1 The model articles of association for private companies contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 ("**Model Articles**") as in force at the date of adoption of these Articles shall apply to the Company, save insofar as they are excluded or modified by, or are inconsistent with, the following Articles.

1.2 In these Articles, reference to a particular Model Article is to that article of the Model Articles.

#### 2 Definitions and interpretation

2.1 The Model Articles shall apply as if the following paragraph were included in the list of defined terms in Model Article 1:

"**clear days**: in relation to a period of a notice means that period excluding the day when the notice is deemed to be received (or, if earlier, received) and the day of the meeting,"

and as if the following words were deleted from Model Article 33(5):

"(that is, excluding the date of the adjourned meeting and the day on which the notice is given)".

2.2 In these Articles the following words and expressions have the following meanings

**the Act**: the Companies Act 2006;

**A Ordinary Shareholder**: a holder of A Ordinary Shares;

**A Ordinary Shares**: A ordinary shares of £1.00 each in the capital of the Company;

**B Ordinary Shareholder**: a holder of B Ordinary Shares;

**B Ordinary Shares**: B ordinary shares of £0.01 each in the capital of the Company;

**appointor**: shall have the meaning set out in Article 14.1;

**Club:** the private members' club to be opened at the property located at 25 Albemarle Street, London W1S 4HX or a replacement facility;

**a Conflict Situation:** a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself, but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest;

**Controlling Interest:** an interest in 50 per cent or more of the issued A Ordinary Shares;

**the Controlling Shareholder:** the holder or holders of, in aggregate, more than one half in nominal value of the issued A Ordinary Shares;

**Deferred Shareholder:** a holder of Deferred Shares;

**Deferred Shares:** deferred shares of £0.01 each in the capital of the Company;

**Family Member:** the spouse, parents, children (including step-children and adopted children) and grandchildren (including step-grandchildren and adopted grandchildren) of a Founder Investor;

**Founder Investor:** each person holding a beneficial interest in any B Ordinary Shares upon their original allotment and issue to the Nominee;

**Legislation:** shall have the meaning set out in Article 2.4;

**member:** a person who is the owner of a Share;

**Minority Shareholder:** shall have the meaning set out in Articles 23.1 and 23.2;

**Minority Shares:** shall have the meaning set out in Articles 23.4.1;

**the Nominee:** Winter Restaurants Nominees Limited, a private company incorporated under the laws of England and Wales with company number 10411369 or a replacement nominee;

**Patient:** a person who lacks capacity as defined in the Mental Capacity Act 2005 section 2;

**Permitted B Share Transfer:** a transfer of B Ordinary Shares or any interest therein, made in accordance with the provisions of Article 22.6;

**Prescribed Consideration:** the consideration a Minority Shareholder would have been entitled to pursuant to Article 17.3;

**Relevant Date:** shall have the meaning set out in Article 16.2;

**Relevant Securities:** shall have the meaning set out in Article 19.3;

**Shareholders:** a holder of Shares;

**Shares:** shares of any class in the capital of the Company; and

**Share Sale:** the sale of the entire issued share capital of the Company (in one transaction or as a series of transactions) to an unconnected third party on bona fide commercial terms; and

**Specified Shares:** shall have the meaning set out in Article 23.1.

2.3 Save as expressly provided otherwise in these Articles, words or expressions contained in the Model Articles and in these Articles bear the same meaning as in the Act as in force

from time to time The Model Articles shall apply as if the last paragraph of Model Article 1 (beginning "Unless the context otherwise requires") were deleted.

- 2.4 In the Model Articles and in these Articles, save in Article 1.1 or as expressly provided otherwise in these Articles, any reference to any statute, statutory provision or subordinate legislation ("**Legislation**") includes a reference to that Legislation as from time to time amended or re-enacted (whether with or without modification) and any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before or after the date of adoption of these Articles, as in force from time to time.

### 3 **Company name**

The name of the Company may be changed by:

- 3.1 special resolution of the members;
- 3.2 a decision of the directors; or
- 3.3 otherwise in accordance with the Act.

### 4 **Directors to take decisions collectively**

- 4.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 5.

- 4.2 If:

4.2.1 the Company only has one director, and

4.2.2 no provision of the Articles requires it to have more than one director,

the general rule in Article 4.1 does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making including, for the avoidance of doubt, Article 5.

- 4.3 Model Article 7 shall not apply.

### 5 **Unanimous decisions**

- 5.1 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.

- 5.2 Such a decision may take the form of a resolution in writing, of which each eligible director has signed one or more copies or to which each eligible director has otherwise indicated agreement in writing.

- 5.3 References in this Article 5 to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but exclude in respect of the authorisation of a Conflict Situation, the director subject to that Conflict Situation).

- 5.4 Notwithstanding the requirements of Articles 5.1 to 5.3:

5.4.1 if a person who is an alternate director indicates on behalf of his appointor whether or not he shares the common view his appointor is not also required to do so in order to satisfy those requirements; and

5.4.2 if a director who has appointed an alternate indicates pursuant to Article 5.1 whether or not he shares the common view his alternate is not also required to do so in order to satisfy those requirements.

5.5 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.

5.6 Model Article 8 shall not apply.

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

6.1 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but, save as set out in Article 6.2 and 6.2, it must never be less than two, one of whom shall, except with the prior written consent of the Controlling Shareholder, be Robin Birley and unless otherwise fixed it is two. Model Article 11(2) shall not apply.

6.2 For the purposes of any directors' meeting (or part of a meeting) at which it is proposed to authorise a Conflict Situation in respect of one or more directors, if there is only one director in office other than the director or directors subject to the Conflict Situation, the quorum for such meeting (or part of a meeting) shall be one director.

6.3 At a directors' meeting:

6.3.1 a director who is also an alternate director may be counted more than once for the purposes of determining whether a quorum is participating; and

6.3.2 a person who is an alternate director, but is not otherwise a director, shall be counted as participating for the purposes of determining whether a quorum is participating,

but only, in each case, if that director's or other person's appointor is not participating. If on that basis there is a quorum the meeting may be held notwithstanding the fact (if it is the case) that only one director is participating.

## **7 Chairing 'directors' meetings**

For the purpose of Model Article 12, Robin Birley shall, for so long as he remains a director, be the chairman of any meeting of the directors at which he is in attendance unless he elects otherwise.

## **8 Voting at directors' meetings**

8.1 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors.

8.2 Subject to the Articles, each director participating in a directors' meeting has one vote.

8.3 A director who is also an alternate director has an additional vote on behalf of his appointor provided:

8.3.1 his appointor is not participating in the directors' meeting; and

8.3.2 in respect of a particular matter:

8.3.2.1 his appointor would have been entitled to vote if he were participating in it; and

8.3.2.2 the matter is not the authorisation of a Conflict Situation of the appointor.

8.4 A person who is an alternate director, but is not otherwise a director, only has a vote if:

- 8.4.1 his appointor is not participating in the directors' meeting; and
- 8.4.2 in respect of a particular matter:
  - 8.4.2.1 his appointor would have been entitled to vote if he were participating in it; and
  - 8.4.2.2 the matter is not the authorisation of a Conflict Situation of the appointor.
- 8.5 If the numbers of votes for and against a proposal are equal, the chairman (provided it is Robin Birley) has a casting vote. However, this does not apply if, in accordance with these Articles, the chairman is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 9 **Authorisation of directors' conflicts of interest**
  - 9.1 If a Conflict Situation arises, the directors may authorise it for the purposes of section 175(4)(b) of the Act by a resolution of the directors made in accordance with that section and these Articles.
  - 9.2 At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances, including that:
    - 9.2.1 any information obtained by a director concerned, other than in his capacity as a director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence;
    - 9.2.2 no director concerned shall, by reason of his being a director or his doing anything as a director, be accountable to the Company for any remuneration or other benefit received from a third party as a result of the Conflict Situation;
    - 9.2.3 no director concerned shall be required or entitled to attend those parts of meetings of the directors or meetings of a committee of the directors at which matters to which the Conflict Situation relates are discussed; and
    - 9.2.4 no director concerned shall be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates,

subject to any such limitations, conditions or terms, any authorisation given by the directors shall be deemed to be given to the fullest extent permitted by the Act.
  - 9.3 Any authorisation made for the purposes of this Article may be revoked or varied at any time in the absolute discretion of the directors.
  - 9.4 A director shall not be in breach of the duties he owes to the Company by virtue of sections 171 to 177 of the Act or otherwise because of anything done or omitted to be done in accordance with the provisions of this Article or the terms of any authorisation given by the directors in accordance with this Article.
- 10 **Directors voting and counting in the quorum**
  - 10.1 Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of section 175(4)(b) of the Act, a director (or his alternate) may vote on, and be counted in the quorum in relation to any resolution relating to a matter in which he (or in the case of an alternate, his appointor) has, or can have:

- 10.1.1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company; and
- 10.1.2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company.
- 10.2 Model Article 14 shall not apply.
- 11 Appointing and removing directors**
  - 11.1 Each A Ordinary Shareholder shall have the right at any time and from time to time to appoint one person to be a director of the Company for each 10 per cent in nominal value of the issued A Ordinary Shares held by him.
  - 11.2 Any such appointment shall be effected by notice in writing to the Company by the relevant A Ordinary Shareholder and the relevant A Ordinary Shareholder may in like manner at any time and from time to time remove from office any director appointed by it pursuant to this Article.
- 12 Termination of director's appointment**

In addition to the circumstances set out in Model Article 18, a person also ceases to be a director if he is removed from office pursuant to Article 11 of these Articles.
- 13 Directors' remuneration and other benefits**
  - 13.1 A director may undertake any services for the Company that the directors decide.
  - 13.2 A director is entitled to such remuneration as the directors (with the consent of the Controlling Shareholder) decide (i) for his services to the Company as director, and (ii) for any other service which he undertakes for the Company.
  - 13.3 Subject to the Articles, a director's remuneration may (i) take any form, and (ii) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
  - 13.4 Unless the directors decide otherwise, a director's remuneration accrues from day to day.
  - 13.5 Unless the directors decide otherwise, no director is accountable to the Company for any remuneration or other benefit which he receives as a director or other officer or employee of any of the Company's subsidiary undertakings or of any parent undertaking of the Company from time to time or of any other body corporate in which the Company or any such parent undertaking is interested.
  - 13.6 Model Article 19 shall not apply.
- 14 Appointment and removal of alternates**
  - 14.1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors:
    - 14.1.1 to exercise that director's powers and carry out that director's responsibilities in relation to the taking of decisions by the directors; and
    - 14.1.2 generally to perform all the functions of that director's appointor as a director, in each case in the absence of the alternate's appointor.
  - 14.2 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.



- 14.3 The notice must:
- 14.3.1 identify the proposed alternate; and
  - 14.3.2 confirm that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 14.4 No person may be appointed as alternate to more than one director of the Company.
- 15 **Quorum for general meetings**
- The quorum for a general meeting shall be:
- 15.1 one member holding more than one half in nominal value of the issued A Ordinary Shares and present in person or by proxy or by representative (and the presence of such a member shall be deemed for this purpose to constitute a valid meeting); or
  - 15.2 if no such member is present, two A Shareholders present in person or by proxy or representative.
- 16 **Share capital**
- 16.1 The share capital of the Company at the date of adoption of these Articles comprises A Ordinary Shares and B Ordinary Shares.
  - 16.2 Upon the expiry of the period of 50 years from the date of a Permitted B Share Transfer (the "**Relevant Date**") the B Ordinary Shares held (or originally held) by such Founder Investor shall automatically and without further sanction of the Shareholders or resolution of the directors convert into a like number of Deferred Shares.
- 17 **Rights attaching to Shares**
- 17.1 **Income**
- 17.1.1 Except as otherwise provided by the rights attached to any Shares from time to time, all dividends shall be paid on such class or classes of Share as the Directors may resolve and to the holders of such shares in proportion to the numbers of shares on which the dividend is paid held by them respectively, but if any Share is issued on terms that it shall rank for dividend as from a particular date, or *pari passu* as regards dividends with a Share already issued, that Share shall rank for dividend accordingly.
  - 17.1.2 Deferred Shareholders shall have no rights to receive sums distributed by the Company in or in respect of any financial year in respect of the Deferred Shares held by such Deferred Shareholders.
- 17.2 Model Article 30(4) shall apply as if the words "the terms on which shares are issued" were deleted and replaced with the words "the rights attached to shares".
- 17.3 **Capital**
- 17.3.1 On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied as to 90 per cent in favour of the A Ordinary Shareholders and 10 per cent in favour of the B Ordinary Shareholders (in proportion to the number of B Ordinary Shares held by each of them) provided that:
    - 17.3.1.1 in the event that the aggregate subscription price paid for B Ordinary Shares is less than £2,000,000 the entitlement of the B Ordinary Shareholders shall be reduced on a proportionate straight line basis down to 0 per cent if the aggregate

subscription price was nil with any corresponding reduction being added to the entitlement of the A Ordinary Shareholders and; and

17.3.1.2 after the return of £100 million of such surplus assets and before any additional distribution to the A Ordinary Shareholders and B Ordinary Shareholders, each Deferred Shareholder shall be entitled to receive an amount equal to the nominal value of each Deferred Share held by him.

17.3.2 On a Share Sale the net proceeds of sale shall be distributed in the order of priority set out in Article 17.3.1 and the directors shall not register any transfer of shares if the proceeds of sale are not so distributed.

#### 17.4 **Voting**

17.4.1 On a vote:

17.4.1.1 on a show of hands, every A Ordinary Shareholder who (being an individual) is present in person or (being a company) is present by a representative shall have one vote and every proxy duly appointed by one or more A Ordinary Shareholders (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote;

17.4.1.2 on a poll, every A Ordinary Shareholder who (being an individual) is present in person or by one or more duly appointed proxies or (being a company) by a representative or by one or more duly appointed proxies shall have one vote for every A Ordinary Share of which he is the holder; and

17.4.1.3 on a written resolution every A Ordinary Shareholder shall have one vote for every A Ordinary Share of which he is the holder.

17.4.2 The B Ordinary Shareholders and the Deferred Shareholders shall have no voting rights and shall not be entitled to receive notice of, or attend, any general or other meetings of the Company and shall not be entitled to receive copies of any resolutions proposed as written resolutions unless the business of the meeting or the proposed written resolution includes a resolution varying or abrogating any of the rights or restrictions attached to the B Ordinary Shares in which case the B Ordinary Shareholders, but not the Deferred Shareholders, shall be entitled to receive notice of, attend and vote only on, or to agree only to, such resolution and in such circumstances:

17.4.2.1 on a show of hands every B Ordinary Shareholder who (being an individual) is present in person or (being a company) is present by a representative shall have one vote and every proxy duly appointed by one or more B Ordinary Shareholders (or, where more than one proxy has been duly appointed by the same member, all the proxies appointed by that member taken together) shall have one vote;

17.4.2.2 on a poll every B Ordinary Shareholder who (being an individual) is present in person or by one or more duly appointed proxies or (being a company) by a representative or by one or more duly appointed proxies shall have one vote for every B Ordinary Share of which he is the holder; and

- 17.4.2.3 on a written resolution every B Ordinary Shareholder shall have one vote for every B Ordinary Share of which he is the holder.

## 17.5 Access and inspection rights

The Founder Investors for so long as they retain a beneficial interest in any B Ordinary Shares and the persons to whom a beneficial interest in any B Shares is transferred pursuant to these Articles, shall have be entitled to:

17.5.1 access to the premises of the Club during normal business hours of the Club; and

17.5.2 use the Club's restaurant and other facilities of the Club, on the same basis (including the payment terms) as the other members of the Club.

## 18 Powers to issue different classes of share

Model Article 22(2) shall apply as if the words ", and the directors may determine the terms, conditions and manner of redemption of any such shares" were deleted.

## 19 Issue of new shares

19.1 The Company has the power to allot and issue shares in the capital of the Company and to grant rights to subscribe for, or to convert any security into, shares in the capital of the Company pursuant to those rights.

19.2 The directors may only exercise the power of the Company to allot and issue shares or to grant rights to subscribe for, or to convert any security into, shares, in order to allot or issue shares with the approval in writing of the Controlling Shareholders.

19.3 Subject to Article 19.2, the directors are authorised, for the purposes of section 551 of the Act, to allot and issue shares or to grant rights to subscribe for, or to convert any security into, shares ("**Relevant Securities**") up to an aggregate nominal amount of £10,000,000. This authority shall expire on the fifth anniversary of the date of the Company's incorporation, unless previously revoked, renewed or varied by the Company in general meeting.

19.4 The directors shall be entitled, pursuant to the authority conferred by Article 19.3 or any renewal or variation of such authority, to make at any time prior to its expiry any offer or agreement which would or might require Relevant Securities to be allotted after such expiry and to allot Relevant Securities pursuant to any such offer or agreement.

19.5 In accordance with section 570(1) of the Act, the directors are empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by Articles 19.3 and 19.4, as if sections 561 and 562 of the Act did not apply to such allotment.

## 20 Variation of class rights

20.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may 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 three fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of that class or, in the case of the B Ordinary Shares and Deferred Shares, in accordance with Article 20.2.

20.2 The rights attaching to the B Ordinary Shares as a class and the Deferred Shares as a class may each be varied or abrogated by an ordinary resolution of the Company.

20.3 The rights attached to any class of shares shall not (unless otherwise provided by the rights attached to the shares of that class) be deemed to be varied by the creation or issue of

further shares ranking in some or all respects *pari passu* with or in priority to those shares or by the purchase or redemption by the Company of any of its own shares.

## **21 Share transfers**

21.1 Subject only to Article 21.2 the directors shall register promptly any transfer of shares made in accordance with Article 22, but shall refuse to register any transfer of shares not so made.

21.2 The directors may refuse to register the transfer of a share if:

21.2.1 the transfer is not lodged at the Company's registered office or such other place as the directors have appointed; or

21.2.2 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the directors may reasonably require to show the transferor's rights to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;

21.2.3 the transfer is in respect of more than one class of share;

21.2.4 the transfer is in favour of more than four transferees; or

21.2.5 the transfer is in favour of a person under the age of 18, a Bankrupt or a Patient.

21.3 If the directors refuse to register the transfer of a share, they shall:

21.3.1 send to the transferee notice of refusal, together with the reasons for the refusal, as soon as practicable and in any event within two months of the date on which the instrument of transfer was lodged with the Company; and

21.3.2 return the instrument of transfer to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

21.4 Model Article 26(5) shall not apply.

## **22 Permitted Transfers**

22.1 Subject to the provisions of Article 21, any A Ordinary Share or any interest therein, may at any time be transferred:

22.1.1 to a Family Member aged 18 or over;

22.1.2 to trustees of a Family Trust;

22.1.3 with the prior written consent of the Controlling Shareholder, subject to the fulfilment of any conditions on the basis of which any such consent is given;

22.1.4 in pursuance of a transfer of A Ordinary Shares (whether alone or in combination with other sales of Shares) as described in Article 22.3;

22.1.5 pursuant to a notice given under Article 23; or

22.1.6 in consequence of a repurchase of shares by the Company approved in accordance with the procedures in the Act.

22.2 Where A Ordinary Shares have been transferred under Article 22.1.2 or under Article 22.2.1 or 22.2.2 to trustees of a Family Trust of that member, or have been issued to trustees of a Family Trust of that member, the trustees and their successors may transfer all or any of the A Ordinary Shares as follows:

- 22.2.1 on any change of trustees, the A Ordinary Shares may be transferred to the trustees for the time being of the Family Trust concerned; and
- 22.2.2 pursuant to the terms of such Family Trust or in consequence of the exercise of any power or discretion vested in the trustees or any other person, all or any of the A Ordinary Shares may be transferred to the trustees for the time being of any other Family Trust of the same member or to any Family Member of the relevant member or deceased or former member who has become entitled to the Shares proposed to be transferred and is aged 18 or more.
- 22.3 If:
- 22.3.1 any A Ordinary Shares held by trustees cease to be held on a Family Trust of the member from whom shares were originally acquired by such trustees (otherwise than where a transfer of those Shares has been made pursuant to Article 22.2.2);
- 22.3.2 a person holding A Ordinary Shares ceases by reason of death, divorce or dissolution of civil partnership to be a Family Member of the member from whom A Ordinary Shares were originally acquired by such person, whether directly or indirectly through a series of two or more transfers; or
- 22.3.3 a person holding A Ordinary Shares who is a Family Member of the member from whom A Ordinary Shares were originally acquired by such person, whether directly or indirectly through a series of two or more transfers, becomes a Bankrupt or a Patient,
- the member holding the A Ordinary Shares shall forthwith notify the Company in writing that that event has occurred and the member shall, if required to do so by the Controlling Shareholder by notice in writing, procure the transfer of all A Ordinary Shares to the member from whom such A Ordinary Shares were originally acquired by the relevant Family Member or the relevant trustees of a Family Trust (as the case may be) and provide evidence of such transfer to the Company not later than 20 business days after the date of such notice.
- 22.4 If a member, having become bound to procure the transfer of any Shares under the provisions of this Article 22.3.1 shall fail to do so, the directors may authorise any individual to execute on behalf of and as agent or attorney for the relevant member any necessary instruments of transfer and shall register the relevant member as the holder of the Shares. After the name of the transferee has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 22.5 In this Article 22.3, reference to a member includes that member's personal representatives in the case of that member's death, that member's trustee in bankruptcy in the case of that member being adjudicated bankrupt and, in the case of a member who is a Patient in respect of whom an order has been made by the Court of Protection, any deputy or other person authorised to act on his behalf by that court.
- 22.6 **B Ordinary Shares**
- 22.6.1 Subject to the balance of this Article 22, legal title to the B Ordinary Shares shall at all times be held by the Nominee, subject to Article 22.6.2, only B Ordinary Shares or any interest therein may be transferred in circumstances where (i) the B Ordinary Shares are being transferred to a replacement nominee approved by the Controlling Shareholders, (ii) the Company is repurchasing such shares in accordance with the procedures in the Act or (iii) pursuant to a notice given under Article 23.
- 22.6.2 The Founder Investors may transfer (either inter vivos, pursuant to a valid will or pursuant to applicable intestacy laws or otherwise) all (but not some) of their

interests in the B Ordinary Shares to a Family Member, provided that at the same time they transfer their entire interest in the share capital of the Company to the same transferee.

- 22.6.3 In this Article 22, reference to a Founder Investor includes that Founder Investor's personal representatives in the case of that person's death, that member's trustee in bankruptcy in the case of that member being adjudicated bankrupt and, in the case of a member who is a Patient in respect of whom an order has been made by the Court of Protection, any deputy or other person authorised to act on his behalf by that court.

## 22.7 **Deferred Shares**

Deferred Shares may only be transferred with the consent of the Controlling Shareholder.

## 23 **Drag along rights**

- 23.1 If a proposed transfer of A Ordinary Shares (also the "**Specified Shares**") would, if registered, result in members of the purchasing group (defined below) holding a Controlling Interest in the Company, the proposed transferee of the Specified Shares may give notice in writing to each holder of A Ordinary Shares, B Ordinary Shares, Deferred Shares and/or any other class of Shares, other than:

23.1.1 the holders of the Specified Shares; and

23.1.2 members of the purchasing group,

(the "**Minority Shareholders**") requiring them within 5 days of the date of the notice to sell and transfer all (but not some of) of their holdings of A Ordinary Shares, B Ordinary Shares and/or any other class of Shares to the proposed transferee. The transfer shall be for the Prescribed Consideration and otherwise on terms no less favourable to the Minority Shareholders than those agreed between the holders of the Specified Shares and the proposed transferee, provided that:

23.1.3 a Minority Shareholder shall not be required to give any warranties or indemnities in the context of the transaction other than warranties that such Minority Shareholder has (i) title to the shares to be sold and transferred by him and (ii) capacity to enter into the transaction contemplated; and

23.1.4 a Minority Shareholder shall not be required to sell and transfer his holding of A Ordinary Shares, B Ordinary Shares and/or any other class of Shares prior to the date on which the Specified Shares are transferred to the proposed transferee.

- 23.2 If within a period of six months following the date of a notice given under Article 23.1, A Ordinary Shares, B Ordinary Shares and/or any other class of Shares are issued to any person (whether on exercise of any subscription or conversion rights or otherwise) the transferee of the Specified Shares may serve a further notice on each holder of such shares (also a "**Minority Shareholder**") requiring him to sell and transfer all his shares to a person specified in the notice on the same terms as are provided for in Article 23.1.

- 23.3 A notice given under Article 23.1 or 23.2 shall be accompanied by all documents required to be executed by the relevant Minority Shareholder to give effect to the required sale and transfer.

- 23.4 If any Minority Shareholder shall fail to:

23.4.1 transfer his shares (for the purposes of this Article 23.4, "**Minority Shares**") as required by Article 23.1 or 23.2; or

- 23.4.2 execute any document required to be executed in order to give effect to the provisions of Article 23.1 or 23.2,
- the directors may authorise any individual to execute on behalf of and as attorney or agent for the Minority Shareholder any necessary transfer or other document and shall register the proposed transferee as the holder of the Minority Shares The Company's receipt of the Prescribed Consideration for the Minority Shares shall be a good discharge to the proposed transferee, and the Company shall after that time hold the Prescribed Consideration on trust for the Minority Shareholder After the name of the proposed transferee has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person
- 23.5 While this Article 23 applies to a Minority Shareholder's shares, those shares may not be transferred other than under this Article
- 23.6 For the purposes of this Article 23, a member of a "purchasing group" shall include a person to whom it is proposed that A Ordinary Shares are to be transferred and any other person(s) to whom it is proposed that A Ordinary Shares are to be transferred:
- 23.6.1 who in relation to each other are connected persons, as defined in Income and Corporation Taxes Act 1988 section 839; or
- 23.6.2 with one another are acting in concert, as defined in The City Code on Takeovers and Mergers.
- 24 No interest on distributions**
- Model Article 32(a) shall apply as if the words "the terms on which the share was issued" were deleted and replaced with the words "the rights attached to the share".
- 25 Communications**
- 25.1 The company communications provisions (as defined in the Act) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to a company under the Companies Acts (as defined in the Act) but to be sent or supplied by or to the Company pursuant to these Articles:
- 25.1.1 by or to the Company; or
- 25.1.2 by or to the directors acting on behalf of the Company.
- 25.2 The provisions of section 1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words "and the Articles" were inserted after the words "the Companies Acts" in sections 1168(1) and 1168(7).
- 25.3 Section 1147 of the Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these Articles as if:
- 25.3.1 in section 1147(2) the words "or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom" were inserted after the words "in the United Kingdom";
- 25.3.2 in section 1147(3) the words "48 hours after it was sent" were deleted and replaced with the words "when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information.";
- 25.3.3 a new section 1147(4)(A) were inserted as follows:
- "Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was

properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered.”; and

25.3.4 section 1147(5) were deleted.

25.4 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by section 1147(3) of the Act and that the document or information was sent or supplied.

25.5 In the case of members who are joint holders of shares, anything to be agreed or specified by the holder may be agreed or specified by the holder whose name appears first in the register of members. Schedule 5, Part 6, paragraph 16(2) of the Act shall apply accordingly.

25.6 Model Article 48 shall not apply.

## **26 Company seals**

Model Article 49(4)(b) shall not apply.

## **27 Indemnities, insurance and funding of defence proceedings**

27.1 This Article 27 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly. This Article 27 is also without prejudice to any indemnity to which any person may otherwise be entitled.

27.2 The Company may indemnify any person who is a director or other officer (other than an auditor) of the Company out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company.

27.3 The Company may indemnify any person who is a director of a company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) out of the assets of the Company from and against any loss, liability or expense incurred by him or them in connection with such company's activities as trustee of the scheme.

27.4 The directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director, or other officer (other than an auditor) of the Company or of any associated company (as defined in section 256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company.

27.5 The directors may, subject to the provisions of the Act, exercise the powers conferred on them by sections 205 and 206 of the Act to:

27.5.1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in section 205; or

27.5.2 take any action to enable such expenditure not to be incurred.

27.6 Model Articles 52 and 53 shall not apply.