

Company number: 11310436

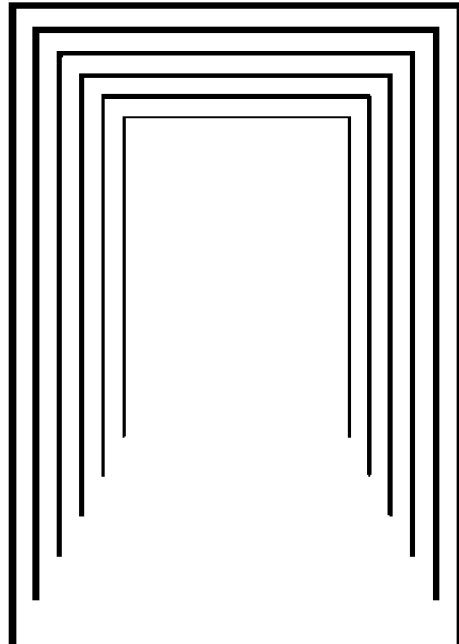
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PURCELL ARCHITECTURE LIMITED

(Adopted by special resolution on 9th December 2020)



PURCELL

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Part 1. INTRODUCTION

1. INTERPRETATION

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

AC Shares: ordinary AC shares of £1.00 in the Company.

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).

Articles: the Company's articles of association for the time being in force.

auditors: means the auditors of the Company from time to time or, if the Company does not have auditors, the accountants of the Company from time to time.

Board: means the board of directors of the Company or, a duly constituted committee thereof.

Business Day: 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.

Company: Purcell Architecture Limited (a company incorporated in England with company number 11310436).

Conflict: has the meaning given in article 11.1.

Control: means the ability to exercise or control voting rights conferred by all or any part of the issued share capital of the Company so that "50% Control" relates to the exercise or control of 50% or more of the total voting rights conferred by all the issued share capital of the Company.

Disposal: means a sale of the whole or substantially the whole of the assets and undertaking of the Group.

Eligible Director: 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: means a person for the time being in the bona fide employment of the Company or any subsidiary thereof including any officer of the Company holding a salaried employment with the Company or any subsidiary thereof.

Employee Trust: means a trust established by the Company or any subsidiary of the Company for the benefit, inter alia, of all or any of the Employees and future Employees and, without prejudice to the generality of the foregoing, an EBT or EOT (as from time to time amended and in force) is an Employee Trust.

EBT: means the Purcell Employee Benefit Trust established by the Company on or about the date that these Articles are adopted or a subsequent trust established by the Company for the benefit of the Employees to whom the whole assets of the previous EBT have been transferred and, where appropriate, means the trustees or trustee thereof.

EOT: means any employee ownership trust established by the Company that meets the all-employee benefit requirements set out in sections 236J to 236L of the Taxation of Chargeable Gains Act 1992 (as introduced by Finance Act 2014) or a subsequent trust established by the Company for the benefit of the Employees to whom the whole assets of a previous EOT have been transferred and, where appropriate, means the trustees or trustee thereof.

EOT Shareholding Requirement: means at least a majority of the issued Equity Share Capital in the Company.

Equity Share Capital: has meaning ascribed to it by section 548 of the Act.

Group: means the Company and any subsidiaries of the Company.

Interested Director: has the meaning given in article 11.1.

Listing: means the listing or admission to trading of some or all of the issued and to be issued Ordinary Shares or any shares in any subsidiary of the Company on AIM, NASDAQ, the NYSE, the Official List of the UK Listing Authority or any other recognised investment exchange or overseas investment exchange as defined in the Financial Services and Markets Act 2000.

MG Shares: ordinary MG shares of £1.00 in the Company.

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 date of adoption of these Articles.

Ordinary Shares: means the AC Shares and MG Shares from time to time.

Preference Shares: means the redeemable preference share of £1.00 each in the capital of the Company from time to time.

Proceeds of Sale: means the consideration payable (including any deferred consideration) whether in cash or otherwise to those shareholders selling shares under a Sale.

Restricted Member: means an Employee member who ceases for any reason (including his death) to be an Employee and includes (where applicable) his personal representatives; and

Restricted Shares: means shares whose voting rights are suspended pursuant to article 37.1.

Sale: means the sale of all or such part of the entire issued share capital of the Company or any subsidiary of the Company (to the extent not already owned by the purchaser or persons Acting in Concert or connected with the purchaser as defined in section 1122 of the Corporation Tax Act 2010) or the acceptance of an offer as a result of which the offeror (unless the offeror is the EOT or the EBT) or any person connected with or acting in concert with the offeror acquires more than 50% Control of the Company or the subsidiary of the Company or a merger or consolidation of the share capital of the Company resulting in any member (except for the EOT or the EBT) or third party obtaining more than 50% Control of the Company or the subsidiary of the Company.

Share Purchase Agreement: means the share purchase agreement between the EBT, the Company and others regarding a potential sale of shares in the Company dated on or around the date of the adoption of these articles of association.

Shareholder Director: means a director appointed by a shareholder and holding office from time to time pursuant to article 14.

subsidiary: mean a "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, 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), whether by way of security or in connection with the taking of security, or (b) its nominee.

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 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 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.
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

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 Articles 9(1), 11, 14, 22, 26(5), 27 to 29 (inclusive), 36 and 52 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including the secretary (if any))" before the words "properly incur".
- 2.4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

- 2.5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Part 2. DIRECTORS

3. DIRECTORS' MEETINGS

- 3.1 Any decision of the directors must be:
- (a) taken at a meeting of directors in accordance with these Articles; or
 - (b) approved by each director in writing.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless:
- (a) more votes are cast for it than against it; and
 - (b) so long as no EOT or EBT meets the EOT Shareholding Requirement, all Shareholder Directors have voted in favour of it.

4. CALLING A DIRECTORS' MEETING

Any director may call a directors' meeting by giving seven days' notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice. Each such notice shall include an agenda of items to be discussed at the meeting. Meetings may be called on shorter notice in the event that all the directors agree.

5. NUMBER OF DIRECTORS

Unless and until the Company by ordinary resolution shall otherwise determine the number of directors shall be such number as the Board shall determine from time to time.

6. COMMITTEES

The Board shall appoint such committees as they deem appropriate from time to time.

7. ALTERNATE DIRECTORS

No director may appoint an alternate director to act on his behalf.

8. MEETINGS OF THE DIRECTORS

The Board shall meet at least quarterly (although they may choose to meet more regularly).

9. QUORUM FOR DIRECTORS' MEETINGS

- 9.1 No business shall be transacted at any meeting of directors unless a quorum of directors is present when the meeting proceeds to business. The quorum shall be at least a majority of the directors, including all Shareholder Directors (unless they waive this right). In the event that at any duly convened meeting of the directors, the meeting is not so quorate, the meeting shall be adjourned to the same day next week at the same time and place and at such adjourned meeting if there is still no quorum the meeting shall be dissolved.
- 9.2 Only items included in the agenda circulated with the notice of a meeting of the directors in accordance with article 4 may be formally considered at meetings of the directors, unless all the directors have consented to the inclusion of additional items. Items that are not on the agenda may be discussed at the meeting, but no formal resolutions on behalf of the Company may be taken in relation to those matters.

10. NO CASTING VOTE AT MEETINGS OF DIRECTORS

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting shall not have a casting vote.

11. DIRECTORS' INTERESTS

- 11.1 For the purposes of section 175 of the Act, the directors shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (a Conflict).
- 11.2 The Interested Director must provide the directors with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the directors.

11.3 Any authorisation by the directors of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

11.4 Where the directors authorise a Conflict:

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict; and
- (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the directors impose in respect of their authorisation.

11.5 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.

- 11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 11.7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 11.8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 11.7.
- 11.9 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 11.3, and provided a director has declared the nature and extent of his 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:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate 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 of the Act.

12. 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.

13. APPOINTMENT OF DIRECTORS

13.1 Directors of the Company or any subsidiary of the Company may only be appointed or re-appointed in accordance with:

- (a) article 13.2;
- (b) article 13.3; or
- (c) the holders of the AC Shares, MG Shares and the Preference Shares may each appoint directors pursuant to article 14.

13.2 Subject to article 38, 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, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof and shall not be eligible for re-appointment as a director until the next annual general meeting.

13.3 Once the EOT or EBT meets the EOT Shareholding Requirement, the holders of a majority of the Ordinary Shares may, by issuing written notice to the Company at the Company's registered office or at a meeting of the directors, appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

14. SHAREHOLDER DIRECTORS

- 14.1 So long as they are not Restricted Members, the holders of a majority of the AC Shares shall be entitled to appoint and remove one holder of AC Shares as a director of the Company.
- 14.2 So long as they are not Restricted Members, the holders of a majority of the MG Shares shall be entitled to appoint and remove one holder of MG shares as one director of the Company.
- 14.3 Subject to article 14.8, until the earlier of:
- (a) 1st May 2023; or
 - (b) the second anniversary of the EOT acquiring all the AC Shares,
- so long as Andrew Robert Clark holds a Preference Share, he shall be entitled to appoint and remove himself as a director of the Company.
- 14.4 Subject to article 14.8, so long as Mark William Goldspink holds a Preference Share, he shall be entitled to appoint and remove himself as a director of the Company.
- 14.5 Any appointment made in terms of article 14.1, 14.2, 14.3 or 14.4 shall be effected by the holders of the relevant shares giving notice in writing to the Company and the holders of the relevant shares may in like manner at any time and from time to time remove a Shareholder Director from office.
- 14.6 A notice of appointment or removal of a director under article 14.5 shall take effect upon lodgement at the registered office of the Company or on delivery to a meeting of the directors of the Company.
- 14.7 The Company shall procure that where a Shareholder Director has been appointed under this article that the Shareholder Director (if he so requests) is also appointed as a director of any trading subsidiary of the Company.
- 14.8 Note that if an individual is entitled to appoint a Shareholder Director under more than one article of this article 14 (for example, because they hold MG Shares and a Preference Share) their right to appoint Shareholder Directors shall be restricted to a single director of the Company. It shall be for such an individual to decide on which basis they appoint a Shareholder Director, but they cannot appoint more than one Shareholder Director (other than pursuant to article 14.7 where a Shareholder Director may be appointed to several companies within the Group).

15. DISQUALIFICATION OF DIRECTORS

15.1 Article 18 of the Model Articles is amended:

- (a) by inserting after the words "...notification is received by the company..." in paragraph (f) of the said Article, the words "...at the company's registered office or notification is tendered at a meeting of the directors..."
- (b) by adding the following at the end of the said Article:
 - "(g) he is served a written notice, signed by or on behalf of the holders of shares conferring a majority of the voting rights conferred by all the shares, requiring him to resign."

15.2 Article 15.1(b) shall not apply to a Shareholder Director.

16. CHAIRPERSON

The chairperson of Board shall be appointed by a majority of the directors from amongst their own number from time to time. In the event that the chairperson ceases to be a director or gives notice to the directors that they no longer wish to be chairperson, they shall cease to be the chairperson. In the event that there is no chairperson of the Board, the directors shall appoint a new chairperson from amongst their own number on the foregoing basis.

17. SECRETARY

The directors may appoint and remove one person to be a secretary.

Part 3. SHARES

18. SHARE CAPITAL

- 18.1 The issued share capital of the Company at the date of adoption of these Articles is £2 divided into one AC Share and one MG Share. In addition, the directors of the Company are authorised (in accordance with article 22) to issue up to 99,998 further Ordinary Shares and two Preference Shares.
- 18.2 Except as otherwise provided in these Articles, the AC Shares and the MG Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 18.3 All share certificates issued by the Company shall carry a legend indicating that the transfer of shares in the Company is subject to restrictions.

- 18.4 No share shall be registered in the names of joint holders other than the names of the trustees of any Employee Trusts in their capacity as such.

19. INCOME

- 19.1 Subject to article 38, the profits which the Company may determine to distribute in respect of any financial year shall be distributed among the holders of the Ordinary Shares as follows:

- (a) where neither an EOT or an EBT meet the EOT Shareholding Requirement:
 - (i) 45% of the said profits shall be distributed to the holders of the AC Shares; and
 - (ii) 55% of the said profits shall be distributed to the holders of the MG Shares; or
- (b) if the EOT or EBT meets the EOT Shareholding Requirement, the said profits shall be distributed equally amongst the holders of the Ordinary Shares according to the number of shares held by each shareholder respectively.

- 19.2 Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis from and including the date of issue of the shares. No dividend shall be payable on a partly paid share.

- 19.3 The Preference Shares shall not carry any right to a dividend.

20. CAPITAL

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- (a) first, in paying to the holders of the Preference Share £1.00 per share; and
- (b) second, the balance of such assets shall be distributed equally amongst the holders of the Ordinary Shares according to the number of shares held by each shareholder respectively.

21. REDEMPTION

21.1 In the event that, in respect of a particular Preference Share (the Redeemable Preference Share):

- (a) no sums are owed to the holder of the Redeemable Preference Share under the Share Purchase Agreement; or
- (b) the holder of the Redeemable Preference Share dies,

subject to the provisions of the Act, the Company may redeem the relevant Redeemable Preference Share at any time and from time to time at the price of £1.00 per share.

21.2 On the date of any redemption of a Preference Share, the Company shall pay to the holder of the Preference Share the amount payable in respect of such redemption and upon receipt of that amount such holder shall surrender to the Company any certificates for the Preference Share in order that it may be cancelled, provided that if any certificate so surrendered includes any shares not redeemable at that time, the Company shall issue to the holder thereof a fresh certificate for the balance of the shares not redeemable.

22. UNISSUED SHARES

22.1 Subject to article 22.2, no shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless authorisation has been obtained from the members of the Company in accordance with the provisions of the Act and these Articles (in particular, article 38).

22.2 Subject to the provisions of articles 22.3, 22.4 and 38, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

- (a) offer or allot;
- (b) grant rights to subscribe for or to convert any security into; or
- (c) otherwise deal in, or dispose of,

any shares in the Company, at any time and subject to any terms and conditions as the directors think proper.

22.3 The authority referred to in article 22.2:

- (a) shall be limited to a maximum of:
 - (i) 99,998 Ordinary Shares, allocated among AC Shares and MG Shares in such manner as the directors may determine or such other amount as may from time to time be authorised by the Company by special resolution; and
 - (ii) Two Preference Shares;
- (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of two years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

22.4 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) under article 22.3.

22.5 All unissued shares shall be offered to the members in proportion, as nearly as possible, to their holdings of shares immediately before the issue. The offer shall be made by notice specifying the number of shares offered and a period, not being less than fourteen days, within which the offer, if not accepted, will be deemed to have been declined. A member shall be entitled to accept the offer for all or any of the shares offered to him. After the expiration of the said period or, if earlier, on receipt of notices from all the members as to whether or not they accept the offer, the shares for which acceptances are not received shall be offered to any person chosen by the directors on similar terms who are not members and the offer shall be open for the same period as the original offer. If any shares comprised in such further offer are declined or are deemed to be declined, such further offer shall be withdrawn in respect of such shares.

22.6 Article 22.5 shall not apply to the issue of shares pursuant to article 22.2.

23. THE EOT SHAREHOLDING REQUIREMENT

23.1 Once the EOT has acquired a number of shares equal to or in excess of the EOT Shareholding Requirement, the directors shall not register any transfer of shares which would cause the number of shares held by the EOT to fall below the EOT Shareholding Requirement.

- 23.2 Once the EOT has acquired a number of shares equal to or in excess of the EOT Shareholding Requirement, if any member applies for shares which would cause either directly or indirectly the aggregate number of shares held by the EOT to fall below the EOT Shareholding Requirement, such application shall be deemed to be for such number of shares as would result in the EOT holding being maintained at a level at least equal to the EOT Shareholding Requirement.

24. TRUSTS

The Company shall be bound to recognise the EOT as holding shares upon trusts and shall enter, as it may think fit, notice of such trusts in the Register of Members. Apart from the foregoing the Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the Act and deeds of the registered holders of such shares (including the EOT) as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any rights in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in the Model Articles.

25. SHARE TRANSFERS

- 25.1 The directors shall refuse to register the transfer of any share unless expressly authorised by these Articles.
- 25.2 For the purpose of these Articles the following shall be deemed (without limitation) to be a transfer by a member of shares in the Company:
- (a) any direction (by way of renunciation or otherwise) by a member entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself;
 - (b) any sale or any other disposition of any legal or beneficial interest in a share (including any voting right attached thereto) or whether or not by the registered holder thereof or whether or not for consideration or otherwise and whether or not effected by an instrument in writing; and
 - (c) the grant of any option over any shares, except for an option granted to any person that the member is permitted to transfer shares to under article 26.

25.3 For the purpose of ensuring that a transfer of shares is duly authorised or required under these Articles the directors may require any member or legal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the directors may reasonable believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names, addresses and interests of all persons respectfully having interests in the shares from time to time registered in the member's name. Failing such information and evidence being furnished to the satisfaction of the directors within a period of 28 days after such request, the directors shall be entitled to refuse to register the transfer in question.

26. PERMITTED TRANSFERS

Subject to article 27, notwithstanding any other provisions in these Articles the directors shall be bound to approve for registration the following transfers:-

- (a) any transfer of shares by the trustees of the EOT for the time being to new trustees of the EOT;
- (b) any transfer of shares by the trustees of the EBT for the time being to new trustees of the EBT;
- (c) any transfer by the trustees of the EOT to a beneficiary of the EOT in accordance with their respective trust deeds and rules;
- (d) any transfer by any person to an EOT or EBT; or
- (e) any transfer pursuant to the Share Purchase Agreement.

27. EXIT PROVISIONS

27.1 The provisions in this article 27 apply to a Sale that takes place prior to the EOT meeting the EOT Shareholding Requirement (an Exit) that has not been consented to by the holders of a majority of the AC Shares and the holders of a majority of the MG Shares.

27.2 On an Exit, the Proceeds of Sale shall be distributed:

- (a) first, in paying to each of the holders of the Ordinary Shares an amount per share equal to the balance sheet value of the Company as at 1st May 2019 (as determined by the auditors) divided by the number of Ordinary Shares provided that if there are insufficient Proceeds of Sale to pay the amounts per share equal to the said balance sheet value, the remaining Proceeds of Sale shall be distributed to the holders of Ordinary Shares pro rata to their respective holdings of Ordinary Shares;

(b) second, in paying a sum equal to the increase in the balance sheet value of the Company between 1st May 2019 and the date of the Exit (as determined by the auditors), allocated as follows:

- (i) 45% to the holders of the AC Shares pro rata to their respective holdings of AC Shares; and
- (ii) 55% to the holders of the MG Shares pro rata to their respective holdings of MG Shares; and

provided that if there are insufficient Proceeds of Sale to pay the amounts per share equal to the said increase in balance sheet value, the remaining Proceeds of Sale shall be distributed:

- (i) 45% to the holders of the AC Shares pro rata to their respective holdings of AC Shares; and
 - (ii) 55% to the holders of the MG Shares pro rata to their respective holdings of MG Shares; and
- (c) the balance of the Proceeds of Sale (if any) shall be distributed among the holders of the Ordinary Shares pro rata to the number of Ordinary Shares held.

27.3 The directors shall not register any transfer of shares in relation to an Exit if the Proceeds of Sale are not so distributed save in respect of any shares not sold in connection with that Exit provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Exit:

- (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in article 27.2; and
- (b) the shareholders shall take any action required by the holders of a majority of the AC Shares and the holders of a majority of the MG Shares to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in article 27.2.

28. TRANSMISSION OF SHARES

A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, have his interest noted in the Register of Members and (whether or not such person shall have elected to be registered as the holder of such share) shall be bound by the provisions of these Articles.

29. COMPANY PURCHASE OF OWN SHARES

Subject to and in accordance with the provisions of the Act and article 38 the Company may purchase any of its own shares of any class at any price (whether at par or above or below par), and make a payment in respect of such purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares within such limits as may be specified by the Company in general meeting in compliance with the provisions of the Act and may enter into or vary any contract for such purchase. Any shares to be so purchased may be selected in any manner whatsoever. Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act. All shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles the rights and privileges attaching to any class of shares shall be deemed not to be modified or abrogated by anything done by the Company in pursuance of this article.

Part 4. DECISION MAKING BY SHAREHOLDERS

30. GENERAL MEETINGS

- 30.1 Every notice calling a general meeting of the Company shall include, with reasonable prominence, a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a member of the Company.
- 30.2 The Company shall be under an obligation to hold an annual general meeting each year within nine months of its financial year end.
- 30.3 A general meeting of the Company may be requisitioned at any time, by the holders of no less than 5% of the issued share capital of the Company.
- 30.4 The Company is required to circulate a written resolution and any accompanying statement once it has received requests from the holders of no less than 5% of the issued share capital of the Company.

31. CORPORATE REPRESENTATIVE

A corporate member may by resolution of its directors or other governing body authorise such one person as it thinks fit to act as its representative at general meetings of the Company. The authorised person may exercise the same powers on behalf of the granter of the authority as the granter could exercise if it were an individual member.

32. QUORUM FOR GENERAL MEETINGS

- 32.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be the holders of a majority of the Ordinary Shares, including the holders of a majority of the AC Shares and the holders of a majority of the MG Shares.
- 32.2 If a quorum is not present within fifteen minutes (or such longer time not exceeding one hour as the chairperson of the meeting decides) from the time appointed for a general meeting the meeting shall be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine and at such adjourned meeting if there is still no quorum the meeting shall be dissolved.
- 32.3 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.

33. CHAIRING GENERAL MEETINGS

- 33.1 If the directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.
- 33.2 If the directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the directors present, or
 - (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

34. VOTING

- 34.1 Subject to article 34.3 and article 37, at a general meeting, on a show of hands every shareholder who holds Ordinary Shares who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote.
- 34.2 Subject to article 34.3 and article 37, on a poll every holder of Ordinary Shares who is present in person, by representative or by proxy shall have one vote for each Ordinary Share registered in his name.

- 34.3 No shareholder resolution shall be passed on a show of hands or on a poll unless:
- (a) at least one holder of AC Shares and one holder of MG Shares who is present in person or by proxy has voted in favour of the resolution; or
 - (b) the EOT or the EBT meet the EOT Shareholding Requirement; or
 - (c) all the holders of AC Shares or all the holders of MG Shares are Restricted Members
- 34.4 For the avoidance of doubt, if the numbers for and against a resolution at a general meeting are equal, the chairperson or other person chairing the meeting shall not have a casting vote.

35. POLL VOTES

- 35.1 Before a poll is held on any resolution at a general meeting, a vote on a show of hands shall be held on the same resolution.
- 35.2 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.
- 35.3 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

36. PROXIES

- 36.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".
- 36.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

37. RESTRICTED MEMBERS VOTING RIGHTS

- 37.1 All voting rights and rights to receive notice of and attend any general meetings of the Company attached to Ordinary Shares held by an Employee shall be suspended with immediate effect from the time such Employee becomes a Restricted Member.

- 37.2 If a Restricted Member transfers any Restricted Shares in the Company in accordance with the provisions of these Articles, all rights attached to the Restricted Shares so transferred that were suspended pursuant to Article 37.1 shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

Part 5. SPECIAL CONSENTS

38. SPECIAL CONSENTS

- 38.1 Any reference to the Company in the following articles 38.4, 38.5 and 38.6 shall be deemed to be a reference to the Company or a Subsidiary of the Company.
- 38.2 Where a matter in this article 38 is subject to the consent of one or more persons, such persons may require that certain conditions be met before such consent is granted.
- 38.3 A summary of the provisions set out in articles 38.4 to 38.6 is annexed as a schedule to these Articles in Part 7. This summary is for reference only and does constitute a formal part of the Articles.
- 38.4 So long as Mark William Goldspink holds any MG Shares, the Company shall not be permitted to do any of the following without the prior written consent of the holders of a majority of the MG Shares:
- (a) varying in any respect the Articles or the rights attaching to any of the shares in the Company or the provisions relating to the transfer of shares;
 - (b) increasing the number of shares in the Company;
 - (c) allowing anyone other than an Employee Trust, Mark William Goldspink or Andrew Robert Clark to hold shares in the Company;
 - (d) purchasing any of its own shares;
 - (e) passing any resolution for the winding up of the Company (unless it has become insolvent);
 - (f) changing the name of the Company;
 - (g) declaring any dividend;
 - (h) paying any sums under any profit-sharing, share option, bonus or other incentive scheme of any nature for directors or Employees of the Company;
 - (i) amalgamating or merging with any other company or business undertaking;

- (j) appointing anyone as a director of the Company;
- (k) a Listing;
- (l) a Sale; or
- (m) a Disposal.

38.5 While any Preference Shares remain in issue, the Company shall not be permitted to do any of the following without the prior written consent of the holder or holders of a majority of the Preference Shares:

- (a) varying in any respect the Articles or the right attaching to any of the shares in the Company;
- (b) making any changes to the trust deed of any Employee Trust;
- (c) a resolution to terminate any Employee Trust or such similar action by the Company as could bring the Trust Period under an Employee Trust's deed of trust to an end;
- (d) allowing anyone other than an Employee Trust, Mark William Goldspink or Andrew Robert Clark to hold shares in the Company;
- (e) incurring any borrowing (including any sums owed under a finance lease, hire purchase agreement or similar arrangement) in excess of £600,000 other than:
 - (i) any loans that are outstanding on the date that the EOT acquires a majority of the Ordinary Shares; or
 - (ii) credit in the ordinary course of business;
- (f) passing any resolution for the winding up of the Company (unless it has become insolvent);
- (g) amalgamating or merging with any other company or business undertaking;
- (h) making any acquisition or disposal of any asset with a value equal to or in excess of £250,000;
- (i) a Listing;
- (j) a Sale; or
- (k) a Disposal.

38.6 So long as an EBT or EOT holds a majority of the Ordinary Shares, the Company shall not be permitted to do any of the following without the prior written consent of the majority of the trustees of the said EBT or EOT or a majority of the directors of the corporate trustee of the said EBT or EOT (as applicable):

- (a) making any changes to the trust deed of any Employee Trust;
- (b) a resolution to terminate any Employee Trust or such similar action by the Company as could bring the Trust Period under an Employee Trust's deed of trust to an end;
- (c) amalgamating or merging with any other company or business undertaking;
- (d) making any acquisition or disposal of any asset with a value equal to or in excess of £250,000;
- (e) making any acquisition or disposal of any land (including entering into any lease with a term of more than five years);
- (f) creating or granting any security (such as a mortgage or floating charge) over the whole or any part of the Company's property other than:
 - (i) charges arising in the ordinary course of business; or
 - (ii) any charge arising in the ordinary course of business by the operation or purported operation of title retention clauses and in hire purchase agreements;
- (g) establishing or amending any pension scheme or granting any pension rights to any director, officer, employee, former director, officer or employee, or any member of any such person's family beyond any scheme established to comply with the Company's statutory obligations;
- (h) a Listing;
- (i) a Sale; or
- (j) a Disposal.

Part 6. ADMINISTRATIVE ARRANGEMENTS

39. MEANS OF COMMUNICATION TO BE USED

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

- (a) 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;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) 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 working day.

39.2 In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

40. INDEMNITY AND INSURANCE

40.1 Subject to article 40.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) 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 him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants

him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 40.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

40.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

40.3 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.

40.4 In this article:

- (a) 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 he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.

Part 7. ANNEX – SPECIAL CONSENT SUMMARY

This is a summary of the special consent provisions set out in article 38. It is intended as a quick reference to those provisions and does not form a part of the Articles itself.

#	Consent Matter	Holders of MG Shares	Holders of Preference Shares	EBT / EOT
1	Varying in any respect the Articles or the rights attaching to any of the shares in the company or the provisions relating to the transfer of shares.		YES	
2	Increasing the number of shares in the Company.	YES		
3	Making any changes to the trust deed of the EOT.		YES	YES
4	A resolution by the company to terminate the EOT or such similar action by the Company as could bring the Trust Period under the EOT's Ownership Trust's trust deed to an end.		YES	YES
5	Allowing anyone other than an Employee Trust, Mark William Goldspink or Andrew Robert Clark to hold shares in the Company	YES	YES	
6	The company purchasing any of its own shares.	YES		
7	<p>Incurring any borrowing (including any sums owed under a finance lease, hire purchase agreement or similar arrangement) in excess of £600,000 other than:</p> <p>(i) any loans that are outstanding on the date that the EOT acquires a majority of the Ordinary Shares; or</p> <p>(ii) credit in the ordinary course of business.</p>		YES	
8	Passing any resolution for the winding up of the Company (unless it has become insolvent).	YES	YES	

#	Consent Matter	Holders of MG Shares	Holders of Preference Shares	EBT / EOT
9	Changing the name of the Company.	YES		
10	Declaring or paying any dividend.	YES		
11	Paying any sums under any profit-sharing, share option, bonus or other incentive scheme of any nature for directors or Employees of the Company.	YES		
12	Amalgamating or merging with any other company or business undertaking.	YES	YES	YES
13	Appointing anyone as a director of the Company	YES		
14	Making any acquisition or disposal of any asset with a value equal to or in excess of £250,000.		YES	YES
15	Making any acquisition or disposal of any land (including entering into any lease with a term of more than five years).			YES
16	Creating or granting any security (such as a mortgage or floating charge) over the whole or any part of the Company's property other than: (i) charges arising in the ordinary course of business; or (ii) any charge arising in the ordinary course of business by the operation or purported operation of title retention clauses and in hire purchase agreements			YES
17	Establishing or amending any pension scheme or granting any pension rights to any director, officer, employee, former director, officer or employee, or any member of any such person's family beyond any scheme established to comply with the Company's statutory obligations.			YES

#	Consent Matter	Holders of MG Shares	Holders of Preference Shares	EBT / EOT
18	Listing	YES	YES	YES
19	Sale	YES	YES	YES
20	Disposal	YES	YES	YES