

THE COMPANIES ACT 2006
 PRIVATE COMPANY LIMITED BY SHARES
 ARTICLES OF ASSOCIATION
 OF
 VIRGINIA HAYWARD HOLDINGS LIMITED (COMPANY)
 (Adopted by special resolution passed on 25-8-2020)

INTRODUCTION

1 Interpretation

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

- 1.1.1 "Act" means the Companies Act 2006.
- 1.1.2 "Appointor" has the meaning given in article 16.1.
- 1.1.3 "Articles" means the Company's articles of association for the time being in force.
- 1.1.4 "Board" means the board of directors of the Company.
- 1.1.5 "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.6 "Conflict" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
- 1.1.7 "Continuing Shareholder" has the meaning given in article 21.1.
- 1.1.8 "Deemed Transfer Notice" means a Transfer Notice that is deemed to have been served under any provisions of these Articles.
- 1.1.9 "eligible director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
- 1.1.10 "Fair Value" means in relation to shares, as determined in accordance with article 23.13.
- 1.1.11 "Hayward Family Member" means a direct lineal descendant of Virginia Hayward including adopted children other than a child of Virginia Hayward.
- 1.1.12 "Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles.
- 1.1.13 "Permitted Transfer" means a transfer of shares made in accordance with article 21.9.
- 1.1.14 "Purchase Notice" has the meaning given in article 21.2.
- 1.1.15 "Sale Shares" has the meaning given in article 21.1.
- 1.1.16 "Sale Price" has the meaning given in article 21.1.3.
- 1.1.17 "Seller" has the meaning given in article 21.1.



- 1.1.18 "shares" means the Ordinary Shares of £1.00 each in the capital of the Company together with shares of any other class or description in the capital of the Company subsequently issued and share shall be construed accordingly.
- 1.1.19 "shareholder" means a person who is a registered holder of a share.
- 1.1.20 "Writing or written" means 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 those meanings in these Articles.
- 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 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force from time to time taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 2 Liability of members**
- The liability of the members is limited to the amount, if any, unpaid on the shares held by them.
- 3 Adoption of the Model Articles**
- 3.1 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.
- 3.2 Articles 7, 8, 9(1), 9(3), 10, 11(2), 11(3), 13, 14, 17, 44(2), 44(3), 52 and 53 of the Model Articles shall not apply to the Company.

DIRECTORS

4 Number of directors

- 4.1** Unless otherwise determined by ordinary resolution, there shall be no maximum number of directors and the minimum number of directors shall be one.
- 4.2** If the number of directors shall be one, a sole director shall have authority to exercise all powers and discretions by the Model Articles and these Articles to be vested in the directors generally.

5 Appointment of directors

- 5.1** Any person who is willing to act as a director and is permitted by law to do so, may be appointed to be a director by ordinary resolution, provided that no such appointment may be made if it would cause the maximum number of directors permitted under these Articles (or otherwise) to be exceeded.
- 5.2** In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 5.3** For the purposes of Article 5.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

6 Termination of director's appointment

- 6.1** A person ceases to be a director as soon as:
 - 6.1.1** that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 6.1.2** a bankruptcy order is made against that person;
 - 6.1.3** a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 6.1.4** a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 6.1.5** by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
 - 6.1.6** notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

DIRECTORS POWERS AND RESPONSIBILITIES

7 Directors' general authority.

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

DECISION MAKING BY DIRECTORS

8 Decisions by directors

8.1 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 8.3 with each eligible director having one vote.

8.2 If:

8.2.1 the Company only has one director, and

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

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

8.3 A decision of the board of directors may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

8.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

9 Calling a directors' meeting

9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

9.2 Notice of a directors' meeting must be given to each director, but need not be in writing.

10 Quorum for directors' meetings

10.1 Subject to article 10.4, the quorum at any meeting of the directors (including adjourned meetings) shall be two eligible directors, physically present at a meeting or participating remotely in accordance with Article 11.

10.2 Where less than all of the directors are present at a meeting (physically or remotely) AND the votes of those not present could change the decision on a resolution, the resolution shall be circulated in writing for majority approval. If the number of votes for and against the written resolution is equal, the Chairman of the meeting shall have a second or casting vote.

10.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 14 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

- 10.4** If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to:

10.4.1 appoint further directors; or

10.4.2 call a general meeting so as to enable the shareholders to appoint further directors.

11 Participation in directors' meetings

- 11.1** Subject to these Articles, directors participate in a board meeting, or part of a board meeting, when:

11.1.1 the meeting has been called and takes place in accordance with these Articles, and

11.1.2 they can each simultaneously communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 11.2** In determining whether directors are participating in a board meeting, it is irrelevant where any director is or how they communicate with each other.

- 11.3** If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12 Chairing of directors' meetings

If the numbers of votes for and against a proposal at a meeting of the Board are equal, the director chairing the meeting shall have a second or casting vote.

13 Transactions or other arrangements with the Company

- 13.1** Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he 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:

13.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

13.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

13.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

13.1.4 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;

13.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body

corporate in which the Company is otherwise (directly or indirectly) interested; and

- 13.1.6** 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.
- 13.2** For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 13.3** Subject to paragraph 13.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 13.4** If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 14 Directors' interests**
- 14.1** The directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").
- 14.2** Any authorisation under this Article will be effective only if:
- 14.2.1** the matter or situation in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter or situation may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- 14.2.2** any requirement as to the quorum at the meeting of the directors at which the matter or situation is considered is met without counting the director in question; and
- 14.2.3** the matter or situation was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 14.3** Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
- 14.3.1** extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 14.3.2** be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

- 14.3.3** be terminated or varied by the directors at any time.
- 14.4** This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 14.5** In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 14.5.1** disclose such information to the directors or to any director or other officer or employee of the Company; or
- 14.5.2** use or apply any such information in performing his duties as a director where to do so would amount to a breach of that confidence.
- 14.6** Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- 14.6.1** is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- 14.6.2** is not given any documents or other information relating to the Conflict; and
- 14.6.3** may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 14.7** Where the directors authorise a Conflict:
- 14.7.1** the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
- 14.7.2** the 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, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 14.8** A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 15 Records of decisions to be kept**
- 15.1** Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

ALTERNATE DIRECTORS

16 Appointment and removal of alternate directors

16.1 Any director (the "appointor") may appoint as an alternate any other director, or any member, to:

16.1.1 exercise that director's powers; and

16.1.2 carry out that director's responsibilities,

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

16.2 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.

16.3 The notice must:

16.3.1 identify the proposed alternate; and

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

17 Rights and responsibilities of alternate directors

17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

17.2 Except as the Articles specify otherwise, alternate directors:

17.2.1 are deemed for all purposes to be directors;

17.2.2 are liable for their own acts and omissions;

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

17.2.4 are not deemed to be agents of or for their appointors,

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

17.3 A person who is an alternate director but not a director:

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

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

17.3.3 shall not be counted as more than one director for the purposes of Articles 17.3.1 and 17.3.2.

17.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation

- to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 17.5** An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.
- 18 Termination of alternate directorship**
- 18.1** An alternate director's appointment as an alternate terminates:
- 18.1.1** when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 18.1.2** on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
 - 18.1.3** on the death of the alternate's appointor; or
 - 18.1.4** when the alternate's appointor's appointment as a director terminates.

SHAREHOLDERS AND SHARES

19 Unissued shares

- 19.1** The directors shall not, save by ordinary resolution, exercise any power to allot shares or to grant rights to subscribe for or to convert any security into any shares.
- 19.2** The requirements of sections 561 and 562 of the Act shall not apply to any allotment of equity securities by the Company.
- 19.3** Unless otherwise determined by ordinary resolution, any new shares issued to a shareholder shall be shares of the same class as those already held by the shareholder.

20 Share transfers: general

- 20.1** No share shall be transferred unless the transfer is made in accordance with these Articles.
- 20.2** No share shall be transferred other than in accordance with Articles 21 to 25 or with the consent of all other shareholders.
- 20.3** The directors must register any duly stamped transfer made in accordance with these Articles unless they suspect the transfer to be fraudulent and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles.
- 20.4** Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 20.5** No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 20.6** The Company may retain any instrument of transfer which is registered.

- 20.7 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

21 Pre-emption rights on the transfer of shares

- 21.1 Except where the provisions of Articles 21.13, 22, 23, 24 or 25 apply, a shareholder (the "Seller") wishing to transfer some or all of his or her shares must give a transfer notice to the other shareholders (the "Continuing Shareholders") (the "Transfer Notice") giving details of the proposed transfer including:

21.1.1 the number of shares he or she wishes to sell (the "Sale Shares");

21.1.2 the identity of the proposed buyer;

21.1.3 the price (in cash) at which it proposes to sell the Sale Shares (the "Sale Price"); and

21.1.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (the "Minimum Transfer Condition").

- 21.2 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of this Agreement.

- 21.3 Once given, a Transfer Notice may only be withdrawn by the Seller where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price. In such case, the Seller may, within 10 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. A Deemed Transfer Notice may not be withdrawn.

- 21.4 The transfer price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in this Agreement, be the price per Sale Share (in cash) agreed between the Seller and the Board, acting with Shareholder Consent (the "Transfer Price") or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with clause 23.9.

- 21.5 As soon as practicable following the determination of the Transfer Price, the Board shall (unless the Transfer Notice is withdrawn in accordance with clause 21.3) offer the Sale Shares for sale to the other shareholders (excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice) (the "Offerees") inviting them to apply to the Company in writing within the period from the date of the offer to the date 5 Business Days after the offer (both dates inclusive) (the "Offer Period") for the maximum number of Sale Shares they wish to buy. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

- 21.6 If:

21.6.1 at the end of the Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Offeree who has applied for Sale Shares in the proportion which his or her existing holding of shares bears to the total number of shares (excluding those held either by the Seller or by any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer

Notice). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the Offerees shall be determined by the Board). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;

- 21.6.2** not all Sale Shares are allocated following allocations in accordance with clause 21.6.1, but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in clause 21.6.1. The procedure set out in this clause 21.6.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and
- 21.6.3** at the end of the Offer Period, the Company has not received applications in respect of all the Sale Shares, the Board shall allocate the Sale Shares to the Offerees in accordance with their applications. The balance of the Sale Shares may be transferred to the buyer identified in the Transfer Notice (if any) in accordance with clause 21.12.
- 21.7** The Board shall, when no further offers or allocations are required to be made under clause 21.6, give notice in writing of the allocations of Sale Shares (an "Allocation Notice") to the Seller and to each shareholder to whom Sale Shares have been allocated (each an "Applicant"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).
- 21.8** On the date specified for completion in the Allocation Notice the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof).
- 21.9** If the Seller fails to comply with clause 21.8:

 - 21.9.1** the chairman of the Board (or, failing him, any other director of the Company or some other person nominated by a resolution of the Board) may, as agent on behalf of the Seller:

 - (a) complete, execute and deliver in his or her name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
 - (c) (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and
 - 21.9.2** the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has

delivered his certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.

- 21.10** If any Applicant fails to pay the Transfer Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Transfer Price shall accrue interest at a rate equal to 4% per annum above the base rate of Barclays Bank plc from time to time.
- 21.11** Each Shareholder shall procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) the registration of each transfer of Sale Shares under this clause 21 (subject to due stamping of a transfer by the relevant Applicant(s)) and each of them consents to such transfers and registrations.
- 21.12** Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 10 Business Days following the date of service of the Allocation Notice, transfer the balance of the Sale Shares to the buyer identified in the Transfer Notice (if any) at a price per Share at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Sale Shares to a third party buyer if that buyer was not identified in the Transfer Notice.
- 21.13** The restrictions imposed by this Article 21 may be waived in relation to any proposed transfer of Sale Shares with the consent of shareholders who, but for the waiver, would or might have been entitled to have such Sale Shares offered to them in accordance with this Article 21.

22 Permitted transfers

Shares may be transferred at any time to a Hayward Family Member provided that the Hayward Family Member to whom it is proposed that Shares be transferred is aged not less than 25 years old.

23 Compulsory transfers

- 23.1** In this Article, a "Relevant Event" in relation to a shareholder means the death or bankruptcy of that shareholder.
- 23.2** If a shareholder (the "Relevant Shareholder") becomes subject to a Relevant Event the directors may, by notice in writing given to the Relevant Shareholder or any person entitled to a share in consequence of the death or bankruptcy of the Relevant Shareholder or by operation of law (a "Compulsory Transferor"), at any time require the Compulsory Transferor to give a Transfer Notice in accordance with Article 23.3.
- 23.3** If the directors serve notice under Article 23.2 the Transfer Notice shall provide for the transfer by the Compulsory Transferor of all of the shares registered in the Relevant Shareholder's name.
- 23.4** A Transfer Notice given under Article 23.2 (or deemed given under Article 23.7) constitutes the Company as the Compulsory Transferor's agent for the sale of all of the shares to which the Transfer Notice relates (the "Sale Shares") at a price equal to the Fair Value of the Sale Shares determined in accordance with Article 23.9 (the "Prescribed Price").

23.5 The directors shall allocate the Sale Shares for purchase on such basis as they may see fit between:

23.5.1 the Company for purchase in accordance with the applicable provisions of the Act; and/or

23.5.2 the shareholders (excluding the Compulsory Transferor) on a pro rata basis to their existing shareholdings as between themselves; and/or

23.5.3 such third party or parties as may be approved in writing by the shareholders (excluding the Compulsory Transferor),

and shall notify the Compulsory Transferor accordingly and the Compulsory Transferor shall sign and deliver to the Company all such documents as the directors may require in order to give effect to the purchase by the Company or any other person of the Sale Shares and provided that under those documents the Compulsory Transferor is not required to incur any liability or obligation save for transferring the Sale Shares with full title guarantee free from all encumbrances and third party interests and delivering all necessary documents in order to do so.

23.6 If a Compulsory Transferor fails to execute and deliver to the Company any document required by the Company for the purchase by it of the Sale Shares or for the transfer of the Sale Shares to any other person in accordance with this Article 23:

23.6.1 the directors may authorise such person as they may nominate, to act as agent of the Compulsory Transferor to complete, execute and deliver in the Compulsory Transferor's and/or Relevant Shareholder's respective names all documents necessary to give effect to the purchase by the Company of the Sale Shares or the transfer of the Sale Shares to such other person;

23.6.2 the Company or such of the directors as the Company may nominate shall hold the Prescribed Price on trust (but without interest) for the Compulsory Transferor until he has delivered to the Company the applicable documents for the purchase by the Company of the Sale Shares or their transfer as required by the directors and the certificate(s) for the Sale Shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together with such other evidence (if any) as the directors may reasonably require to prove good title to those shares); and

23.6.3 the directors may authorise the purchase by the Company of the Sale Shares or the registration of the transfer of the Sale Shares to the relevant purchaser in the statutory registers of the Company and upon such registration any purchase by the Company or transfer of the Sale Shares made under this Article 23 may not be called into question by any person.

23.7 In any case where the directors require a Transfer Notice to be given in respect of any shares, if a Transfer Notice is not duly given within a period of 10 business days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

23.8 On the date on which the directors first have actual knowledge of the facts giving rise to the service of a Transfer Notice in accordance with Article 23.2, the directors shall appoint an Independent Expert to determine the Fair Value of the Sale Shares. For the purposes of this Article "Independent Expert" means an independent firm of

accountants or an independent accountant selected by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in either case, acting as an expert and not as an arbitrator).

23.9 The fair value of the Sale Shares (the "Fair Value") shall be determined by the Independent Expert on the following assumptions and bases:

23.9.1 the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Compulsory Transferor's shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Compulsory Transferor's shareholding or for the rights or restrictions applying to the shares);

23.9.2 the sale is between a willing buyer and a willing seller on the open market;

23.9.3 the sale is taking place on the date that the Relevant Event occurred;

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

23.9.5 the shares are sold free of all encumbrances and third party interests; and

23.9.6 to take account of any other factors that the Independent Expert reasonably believes should be taken into account.

23.10 The Independent Expert shall be requested to determine the Fair Value within 20 business days of their appointment and notify the directors of their determination.

23.11 Subject to any confidentiality provisions, the Independent Expert may have access to all accounting records or other relevant documents of the Company.

23.12 The Independent Expert's determination shall be final and binding on the shareholders (in the absence of fraud or manifest error).

23.13 If the Seller fails to complete a transfer of Sale Shares as required under this article 23, the Continuing Shareholder is irrevocably authorised to appoint any person it nominates for the purpose as agent to transfer the Sale Shares on the Seller's behalf and to do anything else that the Continuing Shareholder may reasonably require to complete the sale, and the Company may receive the purchase price in trust for the Seller (without any obligation to pay interest), giving a receipt that shall discharge the Continuing Shareholder.

24 Drag-along right

24.1 If a shareholder or shareholders holding not less than (a) 60 per cent of the entire issued share capital of the Company during the five year period from the adoption of these Articles, or (b) 50.1 per cent of the entire issued share capital of the Company thereafter (the "Accepting Shareholders") wish to transfer all of their shares to a bona fide third party purchaser (the "Third Party Buyer") who is not already a shareholder, the Accepting Shareholders shall have the right (the "Drag Along Right") to require the other shareholder or shareholders (the "Called Shareholders") to transfer all their shares (the "Called Shares") to the Third Party Buyer (or as the Third Party Buyer shall direct) in accordance with this Article provided that the terms on which the Called Shareholders are required to sell their shares (the "Qualifying Offer"):

- 24.1.1 provide for the same consideration to be payable by the Third Party Buyer (or its nominee) to the shareholders in proportion to the aggregate number of shares held by them respectively save for any contingent consideration which under the terms of the Qualifying Offer may be payable only to those shareholders who are employed by the Company or the Third Party Buyer following completion; and
 - 24.1.2 are no more onerous, in relation to the giving of warranties or indemnities or other contractual protections in favour of the Third Party Buyer, for the Called Shareholders than they are for the Accepting Shareholders.
- 24.2 The Accepting Shareholders may exercise the Drag Along Right by giving notice to that effect (a **"Drag Along Notice"**) to the Called Shareholders at any time before the transfer of the Accepting Shareholders' shares to the Third Party Buyer. A Drag Along Notice shall specify:
 - 24.2.1 that the Called Shareholders are required to transfer all of the Called Shares pursuant to this Article to the Third Party Buyer (or its nominee);
 - 24.2.2 the price per share payable under the terms of the Qualifying Offer for the Called Shares; and
 - 24.2.3 the proposed date of transfer, such proposed date of transfer not being less than 10 business days after the date of service of the Drag Along Notice,and shall be accompanied with copies of the legal agreements setting out the terms of the Qualifying Offer and including the agreement to be entered into by the Accepting Shareholders and the Called Shareholders for the sale of their shares pursuant to the Qualifying Offer and any other documents that the Called Shareholders are required to enter into pursuant to that agreement (the **"Transaction Documents"**).
- 24.3 A Drag Along Notice is irrevocable but is subject to completion of the Qualifying Offer and the Drag Along Notice and all obligations thereunder will lapse if for any reason there has not been a transfer of shares by the Accepting Shareholders to the Third Party Buyer pursuant to the Qualifying Offer within 45 business days after the date of the Drag Along Notice.
- 24.4 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Accepting Shareholders' shares to the Third Party Buyer (or its nominee) pursuant to the Qualifying Offer, which shall be notified to the Called Shareholders by the Company, unless the Called Shareholders and the Accepting Shareholders agree otherwise.
- 24.5 On or before completion of the sale of the Called Shares the Called Shareholders shall deliver the Transaction Documents, together with the relevant share certificate(s) for the Called Shares (or an indemnity in the form provided as part of the Transaction Documents and as approved by the directors) to the Company and any director shall be and is hereby authorised by each Called Shareholder to deliver the Transaction Documents, as returned to the Company executed by the Called Shareholder, to the Third Party Buyer (or its nominee) and to authorise the Company to receive and hold on trust for each Called Shareholder the consideration payable to them on account of the sale of the Called Shares which shall be paid to the Called Shareholders as soon as reasonably practicable following completion of the Qualifying Offer.

24.6 If a Called Shareholder fails to properly execute and deliver to the Company any of the Transaction Documents in accordance with Article 24.5:

24.6.1 the directors may authorise such person as they may nominate, including one of the directors, to act as agent of the Called Shareholder to complete, execute and deliver in the Called Shareholder's name each of the Transaction Documents to the Third Party Buyer (or its nominee);

24.6.2 the Company shall hold the consideration payable to the Called Shareholder under the terms of the Qualifying Offer on trust (but without interest) for the Called Shareholder until he has delivered to the Company the Transaction Documents duly executed by him; and

24.6.3 the directors may authorise the registration of the transfer of the Called Shares to the Third Party Buyer (or its nominee) in the statutory registers of the Company and upon such registration the transfer of the Called Shares under this Article 24 may not be called into question by any person.

25 Tag-along rights

25.1 Notwithstanding any other provisions of these Articles, if a shareholder or shareholders holding not less than (a) 60 per cent of the entire issued share capital of the Company during the five year period from the adoption of these Articles, or (b) 50.1 per cent of the entire issued share capital of the Company thereafter (the "**Proposed Sellers**") propose to sell their shares, in one or a series of related transactions, to a Third Party Buyer and do not exercise the Drag Along Right, the transfer by the Proposed Sellers of their shares to the Third Party Buyer may only be registered by the directors if the Proposed Sellers comply with the provisions of this Article 25.

25.2 The Proposed Sellers shall give written notice of such intended sale (the "**Proposed Sale Notice**") to the other shareholders (the "**Other Shareholders**") at least 10 business days prior to the intended date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the "**Proposed Buyer**"), the purchase price and other terms and conditions of payment, the proposed date of sale (the "**Proposed Sale Date**") and the number of shares proposed to be purchased by the Proposed Buyer (the "**Proposed Sale Shares**").

25.3 The Proposed Sellers shall ensure that the Proposed Buyer offers to buy from the Other Shareholders (the "**Tag Offer**") all of the shares held by them on the basis that under the terms of the Tag Offer:

25.3.1 the same consideration is payable by the Third Party Buyer (or its nominee) for all of the shares to be acquired by it from the Proposed Sellers and the Other Shareholders to be allocated between the shareholders in proportion to the aggregate number shares held by them respectively save for any contingent consideration which may be payable by the Proposed Buyer only to those shareholders who are employed by the Company or the Proposed Buyer following completion; and

25.3.2 the terms applicable to the Other Shareholders are no more onerous, in relation to the giving of warranties or indemnities or other contractual protections in favour of the Proposed Buyer, for the Other Shareholders than they are for the Proposed Sellers.

- 25.4** The Tag Offer shall be open for acceptance by the Other Shareholders for a minimum period of 5 business days and must be accepted in writing.
- 25.5** If no Tag Offer is made in accordance with the provisions of this Article, the Proposed Sellers may not complete the sale of their shares to the Proposed Buyer and the directors shall be bound to refuse to register any transfer intended to carry such a sale into effect.

DECISION MAKING BY SHAREHOLDERS

26 Attendance and speaking at general meetings

- 26.1** The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 26.2** In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 26.3** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

27 Quorum for general meetings

- 27.1** No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 27.2** Unless otherwise determined by special resolution, and subject to the provisions of s.318 of the Act, the quorum for any general meeting of the Company is two qualifying persons save where the Company has only one Shareholder in which case one qualifying person shall constitute a quorum.
- 27.3** For the purposes of this Article 27, “qualifying person” means:
- 27.3.1** an individual who is a member of the Company; or
- 27.3.2** a person appointed as a proxy of a member in relation to the meeting.
- 27.4** If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand 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 chairman of the meeting may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

28 Calling General Meetings

Every notice convening a general meeting shall comply with the provisions of the Act as to giving information to members in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors for the time being of the Company.

29 Votes at Shareholders Meetings

- 29.1** The chairman of the Company (if any) shall not have a casting vote.

- 29.2** A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

30 Poll votes

- 30.1** A poll may be demanded at any general meeting by:
- 30.1.1** any member of the Company (or their proxy);
 - 30.1.2** the directors; or
 - 30.1.3** the chairman of the meeting.
- 30.2** A demand for a poll may be withdrawn if:
- 30.2.1** the poll has not yet been taken, and
 - 30.2.2** the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

31 Proxies

- 31.1** Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:
- 31.1.1** states the name and address of the shareholder appointing the proxy;
 - 31.1.2** identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - 31.1.3** is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 31.1.4** is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

32 Written Resolutions

- 32.1** A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been circulated to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution within the period of 28 days beginning with the circulation date.
- 32.2** A resolution in writing must be circulated to all members and to the Company’s auditors (if appointed) in accordance with sections 288-300 of the Act.
- 32.3** A resolution in writing may comprise several copies to which one or more members have signified their agreement.

Administrative arrangements

33 Means of communication to be used

33.1 Subject to article 33.2, any notice, document or other information shall be deemed received by the intended recipient:

33.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address;

33.1.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

33.1.3 if sent by pre-paid airmail, at 9.00 am on the fifth Business Day after posting;
or

33.1.4 if sent by email, at the time of transmission.

33.2 If deemed receipt under article 33.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information (which, in the case of service by email shall be deemed to be the same place as is specified for service of notices, documents or other information on the relevant recipient by hand or post).

33.3 To prove service, it is sufficient to prove that:

33.3.1 if delivered by hand, the notice was delivered to the correct address;

33.3.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or

33.3.3 if sent by email, the notice was properly addressed and sent to the email address of the recipient.

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

34 Indemnity and insurance

34.1 Subject to Article 34.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

34.1.1 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 (or any associated company's) affairs; and

- 34.1.2** 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 34.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 34.2** 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.
- 34.3** 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.
- 34.4** In this Article:
- 34.4.1** a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor;
- 34.4.2** a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 34.4.3** companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.