

Company Registered No: 12890954

Articles of Association

of

Dalghennas Holdings Limited

(Adopted by a Special Resolution passed on 30 June 2021)

WILDE LAW



Private Company Limited By Shares

Articles of Association of DALGHENNAS HOLDINGS LIMITED

(Incorporated in England and Wales under registered no: 12890954)

(Adopted by Special Resolution passed on 30 June 2021)

1 Model Articles

1.1 The Model Articles shall apply to the Company, except insofar 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.

1.2 The whole of Model Articles 6, 9(2), 11(2), 11(3), 12, 13, 14, 16, 17, 26(5), 39, 52 and 53 shall not apply to the Company.

2 Definitions and Interpretation

2.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

A Director means any director appointed by the A Shareholder pursuant to Article 3.2;

A Ordinary Shares means the A Ordinary Shares of £1 each in the capital of the Company;

Articles means these articles of association of the Company as constituted under Article 1.1 (as amended from time to time);

A Shareholder means the holder of A Ordinary Shares from time to time;

B Director means any director appointed by the B Shareholder pursuant to Article 3.3;

B Ordinary Shares means the B Ordinary Shares of £1 each in the capital of the Company;

Board means the board of Directors of the Company from time to time;

B Shareholder	means the holder of the B Ordinary Shares from time to time;
Business Day	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;
Companies Act	means the Companies Act 2006;
Company	means Dalghennas Holdings Limited (registered number: 12890954);
Confidential Information	means all information (whether oral or recorded in any medium) relating to any Company business, financial or other affairs (including future plans of the Company) which is treated by the Company as confidential (or is marked or is by its nature confidential);
C Ordinary Shares	means the C Ordinary Shares of £1 each in the capital of the Company;
Director	means a Director of the Company from time to time;
D Ordinary Shares	means the D Ordinary Shares of £1 each in the capital of the Company;
Eligible A Director	means an A Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter;
Eligible B Director	means a B Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any B Director whose vote is not

	to be counted in respect of the particular matter;
Eligible Director	means an Eligible A Director or an Eligible B Director (as the case may be).
E Ordinary Shares	means the E Ordinary Shares of £1 each in the capital of the Company;
F Ordinary Shares	means the F Ordinary Shares of £1 each in the capital of the Company;
Family Member(s)	means a person being the son, the daughter (and in each case their respective Spouse), grandson or granddaughter of the Founder Members;
Founder Shareholders	means the A Shareholder and the B Shareholder;
Independent Expert	means the Company's accountants from time to time;
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as at the date of adoption of these Articles;
Preference Shares	means the redeemable preference shares of £1 each in the capital of the Company
Shares	means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares and the Preference Shares and any other shares issued after the date of the adoption of these articles;
Shareholder	means any holder of any Shares from time to time;

Shareholders Agreement

means the shareholders agreement entered into by the Company (1); and the various shareholders on or about the date of this agreement as may be amended, varied or substituted from time to time; and

Transfer Notice

shall be as defined in Article 13.1.

2.2 Unless the context otherwise requires:

2.2.1 each gender includes the other;

2.2.2 the singular includes the plural and vice versa;

2.2.3 references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;

2.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';

2.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;

2.2.6 references to 'writing' or 'written' include faxes and any other method of reproducing words in a legible and non-transitory form excluding email.

3 Number and Appointment of Directors

3.1 The number of Directors shall not be less than two in number and a maximum of five.

3.2 The A Shareholder shall be entitled at any time to appoint and maintain in office one A Director and to remove or replace any director so appointed, with each such appointment and removal being made by notice in writing served on the Company and taking effect at the time that it is served on the Company.

3.3 The B Shareholder shall be entitled at any time to appoint and maintain in office one B Director and to remove or replace any director so appointed, with each such appointment and removal being made by notice in writing served on the Company and taking effect at the time that it is served on the Company.

3.4 In addition to the provisions of Article 18 of the Model Articles, the office of a director shall be vacated if the director is removed by the holder of the relevant class of Shares which appointed such director under Article 3.2 or Article 3.3.

3.5 In addition to the provisions of Articles 3.2 and 3.3, 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 an ordinary resolution of Shareholders (passed at a meeting or by way of a written resolution).

4 Alternate Directors

4.1 Any Director (other than an alternate director) (the **appointor**) may appoint any other existing Director or the Company Secretary to be an alternate director and may remove from office an

alternate director so appointed. 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.

- 4.2 An alternate director has the same rights, in relation to any Directors' meeting or Directors' written resolution, as the alternate's appointor.
- 4.3 Except as these Articles specify otherwise, Alternate Directors are:
 - 4.3.1 deemed for all purposes to be Directors;
 - 4.3.2 liable for their own acts and omissions;
 - 4.3.3 subject to the same restrictions as their appointors; and
 - 4.3.4 not deemed to be agents of or for their appointors.
- 4.4 An alternate director may be paid expenses as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct.
- 4.5 Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director) and he shall count for the purpose of determining whether a quorum is present. The signature of an alternate director to any resolution in writing of the Directors or of a committee of the Directors shall, unless notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
- 4.6 An alternate director's appointment as an alternate terminates:
 - 4.6.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 4.6.2 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;
 - 4.6.3 on the death of the alternate's appointor; or
 - 4.6.4 when the alternate's appointor's appointment as a Director terminates.

5 Proceedings of Directors

- 5.1 Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 5.2 All business arising at any meeting of the Directors shall be determined only by resolution and no resolution shall be effective unless carried by a majority. No resolution may be proposed or passed at any such meeting unless the nature of the business to which the resolution relates is included in the agenda for the meeting and at least seven days' notice (which may be by email to any email address supplied to the Directors) of all proposed board meetings shall be given or unless all the Directors agree in writing.
- 5.3 A decision of the Directors may also take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise

- indicated agreement in writing, provided that such Eligible Directors would have formed a quorum if the matter had been proposed as a resolution at a meeting of Directors.
- 5.4 The quorum for a meeting of the Directors shall throughout the meeting be two including one Eligible A Director or one Eligible B Director for as long as there is an A Director and a B Director. No business shall be conducted at any meeting of Directors unless a quorum is present at the beginning of the meeting and also when that business is voted.
- 5.5 A committee of the directors shall include the A Director and/or the B Director and the quorum for a meeting of any committee shall, throughout the meeting, be three including the Eligible A Director and/or the Eligible B Director. The provisions of Article 5 shall apply equally to meetings of any committee of the directors as to meetings of the directors.
- 5.6 In the event of an equal number of votes for and against a resolution then the chairman shall have the casting vote.
- 5.7 The chairman of the Board shall be the A Director until such time that there is no A Director at which point the chairman of the Board shall be the B Director until such time there is no B Director at which point the Chairman shall be such person as is appointed by the Board from time to time.
- 5.8 Any Director or alternate director may validly participate in a meeting of the Board through telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote.
- 5.9 A Director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of Directors and meetings of committees of Directors.
- 6 Directors' Conflict of Interests**
- 6.1 If a situation arises or exists in which a Director has or could have a direct or indirect interest that conflicts, or may potentially conflict, with the interests of the Company (other than an interest arising in relation to a transaction or arrangement with the Company or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest), the Director concerned, or any other Director, may propose to the Board that such situation be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the board, in each case setting out particulars of the relevant situation. Subject to the Companies Act, the Directors may authorise such situation and the continuing performance by the relevant Director of his duties as a Director on such terms as they may think fit.
- 6.2 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such situation nor be entitled to vote on the resolution authorising such situation and for the purposes of such a meeting the quorum shall be one.
- 6.3 The provisions of Articles 6.1 and 6.2 shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this Article 6.3 and Article 6.4 shall so apply. Any Director may be

- interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Companies Act.
- 6.4 Without prejudice to the obligation of each Director to declare an interest in accordance with the Companies Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.
- 7 Rotation of Directors**
- The Directors shall not be required to retire by rotation.
- 8 Company Secretary**
- 8.1 The Directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.
- 8.2 Model Article 20 shall apply to the company secretary by insertion of the words 'company secretary' in place of 'directors' in the first instance it appears.
- 9 Share Capital**
- 9.1 The issued share capital of the Company is divided into A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares, F Ordinary Shares and Preference Shares which shall have the following rights and are each separate classes of Shares:
- 9.2 *A Ordinary Shares*
- 9.2.1 the right to appoint an A Director;
- 9.2.2 Full and equal voting rights
- 9.2.3 Entitlement to participate in a dividend out of available profits separate from the B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares, F Ordinary Shares and behind and separate to the Preference Shares;
- 9.2.4 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.2.5 Non – redeemable
- 9.3 *B Ordinary Shares*
- 9.3.1 the right to appoint a B Director;
- 9.3.2 Full and equal voting rights;
- 9.3.3 Entitlement to participate in a dividend out of available profits separate from the A Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares, F Ordinary Shares and behind and separate to the Preference Shares;
- 9.3.4 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.3.5 Non – redeemable
- 9.4 *C Ordinary Shares*
- 9.4.1 Full and equal voting rights;

- 9.4.2 Entitlement to participate in a dividend out of available profits separate from the A Ordinary Shares, B Ordinary Shares, D Ordinary Shares, E Ordinary Shares, F Ordinary Shares and behind and separate to the Preference Shares;
- 9.4.3 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.4.4 Non – redeemable
- 9.5 *D Ordinary Shares*
- 9.5.1 Full and equal voting rights;
- 9.5.2 Entitlement to participate in a dividend out of available profits separate from the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, E Ordinary Shares, F Ordinary Shares and behind and separate to the Preference Shares;
- 9.5.3 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.6 Non – redeemable
- 9.7 *E Ordinary Shares*
- 9.7.1 Full and equal voting rights;
- 9.7.2 Entitlement to participate in a dividend out of available profits separate from the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, F Ordinary Shares and behind and separate to the Preference Shares;
- 9.7.3 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.8 Non – redeemable
- 9.9 *F Ordinary Shares*
- 9.9.1 Full and equal voting rights;
- 9.9.2 Entitlement to participate in a dividend out of available profits separate from the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares and behind and separate to the Preference Shares;
- 9.9.3 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.9.4 Non – redeemable
- 9.10 *Preference Shares*
- 9.10.1 No voting rights;
- 9.10.2 Entitlement to a fixed preferential dividend at the annual rate of 0.8% of the nominal value of each Preference Share (subject to sufficient available profits) in priority to and separate from the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, E Ordinary Shares and F Ordinary Shares;
- 9.10.3 Full and equal entitlement to participate in a capital distribution including on winding up;
- 9.10.4 Redeemable in accordance with the provisions of Article 18.
- 10 Variation of Rights**
- 10.1 The rights attached to any class of Shares may from time to time, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than 100% in nominal value of the issued Shares of that class and with the sanction of the holders of 100% of the other classes (other than the Preference Shares).

- 10.2 The provisions of these Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be one person holding or representing by proxy at least one third in nominal amount of the issued Shares of that class, that every holder of Shares of the class present in person or by proxy shall be entitled on a poll to one vote for every such Share held by it and that any holder of Shares of the class present in person or by proxy may demand a poll.

11 Issue of Shares

- 11.1 No Shares shall be allotted nor any right to subscribe for or to convert any security into Shares shall be granted without the prior written unanimous consent of all of the Shareholders.
- 11.2 Sections 561 and 562 of the Companies Act shall not apply to an allotment of equity securities in the Company.

12 Prohibited Share Transfers

- 12.1 In these Articles, a reference to the transfer of a Share shall mean either or both:
- 12.1.1 the transfer of either or both of the legal and beneficial ownership in the Share; and
- 12.1.2 the grant of an option to acquire either or both of the legal and beneficial ownership in the Share.
- 12.2 The following shall be deemed, without limitation, to be a transfer of a Share:
- 12.2.1 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
- 12.2.2 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself; and
- 12.2.3 any grant of a legal or equitable mortgage or charge over any Share.
- 12.3 Any person who holds, or becomes entitled to, any Shares shall not, except with the prior written consent, or in accordance with a prior written agreement, of each of the Founder Shareholders, effect a transfer of any such Shares, except in accordance with Article 13 and any purported transfer of Shares otherwise than in accordance with the provisions of these Articles shall be void and have no effect.
- 12.4 Subject to Article 12.5, the Directors shall be obliged to register any duly stamped transfer made in accordance with these Articles, but any transfer or purported transfer of any Shares made otherwise than in accordance with these Articles shall be void and of no effect and the Directors shall refuse to register that transfer.
- 12.5 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any Shareholders' agreement or similar document in force between the Shareholders in such form as the Directors may reasonably require (provided that the transferee's obligations or liabilities thereunder are not greater than those of the proposed transferor). If any such

condition is imposed, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

12.6 The Directors may at any time require any Shareholder to provide the Company with such information and evidence relating to the Shares registered in its name as such Directors may reasonably require to determine whether there has been a transfer of any such Shares in breach of these Articles. If such information or evidence is not provided to the Board to the reasonable satisfaction of such Directors within five Business Days of the request being made, such Directors may serve a notice on the Shareholder stating that the Shares which were the subject of the request shall cease to confer any rights to vote (in any general meeting or class meeting or on any written resolution) or to receive dividends until such information or evidence has been provided to the satisfaction of such Directors.

12.7 The Shareholders may waive the provisions of Article 12 but only on the basis of prior written unanimous consent.

13 Permitted Share Transfers

Voluntary

13.1 Every Shareholder who desires to transfer any Shares (hereinafter called the "**Vendor**") shall give to the Company notice in writing of such desire (in these articles called a "**Transfer Notice**") specifying the price per share at which the relevant Shares (the "**Sale Shares**") shall be offered for purchase in accordance with this clause. The Transfer Notice may contain a condition that none of the Sale Shares may be transferred unless all of the Sale Shares are transferred (a "**Total Transfer Condition**") and in the absence of such stipulation it shall be deemed not to be so conditional. Subject as hereinafter mentioned, a Transfer Notice shall constitute the Company as the Vendor's agent for the sale of the Sale Shares. A Transfer Notice may only be revoked by the Vendor within 7 days of the Sale Price being agreed or the Independent Expert determining the Sale Price and subject to the Vendor paying the Independent Expert's costs otherwise it may not be revoked without the prior written consent of the other Shareholders. A compulsory Transfer Notice deemed served pursuant to Article 13.10 may not be withdrawn.

13.2 The Sale Price shall be the price agreed by the Vendor and all the Directors. If the Vendor and the Directors are unable to agree a price within 28 days of the Transfer Notice being given then the Independent Expert will be appointed and the Sale Price will be the price which the Independent Expert shall certify to be in his opinion a fair value. In arriving at this opinion, the Independent Expert will value the shares on a going concern basis, inclusive of any goodwill, as between a willing seller and a willing buyer ignoring any reduction or increase in value which may be ascribed to the Sale Shares and by virtue of the fact that they represent a minority or majority interest and on the assumption that the Sale Shares are capable of transfer without restriction ("**Fair Value**"). The decision of the Independent Expert as to the Sale Price shall, in the absence of manifest error, be final and binding.

- 13.3 Upon the Sale Price being agreed or certified by the Independent Expert then the Sale Shares shall be offered for sale by notice in writing (the "**First Offer Notice**") to the Company. Any offer made under this Article 13.3 will invite the Company to state in writing the maximum number of the shares offered to it that it wishes to purchase and will remain open for 3 months the "**First Offer Period**") from the date of the First Offer Notice
- 13.4 If the Board determine that it is in the best interests of the Company and it is permitted by the Act as a purchase out of profits or out of capital and the Company exercises its option to purchase some or all of the Sale Shares then it shall notify the Company of its Acceptance. The Acceptance may include provisions for staggered buy back of the Sale Shares in tranches over the period of 5 years which shall be agreed between the parties acting reasonably taking into account tax payable and any other circumstances.
- 13.5 At the end of the First Offer Period then the Sale Shares remaining shall be offered for sale by notice in writing (the "**Second Offer Notice**") to the Shareholders other than the Vendor. Any offer made under this Article 13.5 will invite the Shareholders to state in writing (each such statement an "**Acceptance**") the maximum number of the shares offered to them that they wish to purchase and will remain open for 3 months the "**Second Offer Period**") from the date of the Second Offer Notice.
- 13.6 At the end of the Second Offer Period, provided that any Total Transfer Condition has been met, the directors will allocate the Sale Shares in respect of which Acceptances have been received pro rata as nearly as may be in proportion to the number of Shares held by the relevant Founder Shareholders who have submitted an Acceptance. The Acceptance may include provisions for title to all the Sale Shares to pass at completion but payment to be deferred in instalments over the period of 5 years in amounts which shall be agreed between the parties acting reasonably taking into account tax payable and any other circumstances. The Company shall notify the Vendor in writing of the number of Sale Shares in respect of which it has received Acceptances pursuant to Article 13.5 above, or, in the case of failure to satisfy a Total Transfer Condition, that it has not received sufficient Acceptances. If the Company has received sufficient Acceptances, the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares to such purchaser(s). If there are more Acceptances than available Sale Shares then the Sale Shares shall be divided pro rata to the shareholdings and the Second Offer Period repeated until the Sale Shares have been accepted.
- 13.7 The Company shall notify the Vendor in writing of the number of Sale Shares in respect of which it has received an Acceptance, or, in the case of failure to satisfy a Total Transfer Condition, that it has not received sufficient Acceptances. If the Company has received sufficient Acceptances, the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares to such purchaser(s) within one month of the Acceptance.
- 13.8 If at the end of the Second Offer Period none or not all of the Sale Shares are purchased or an agreement entered into for purchase or an option agreement for purchase by the Company then the offer in relation to such unallocated Sale Shares shall lapse.

Permitted Founder Shareholders Transfers

13.9 Each of the Founder Shareholders may make lifetime transfers or transmit by will (or the rules of intestacy) any Shares in any amounts at any time to:

13.9.1 a person that is a Shareholder at the date of the adoption of these Articles; or

13.9.2 a Family Member or to trustees to hold on trust for the benefit of one or more Family Member(s);

provided always that:

- (i) in the case of each transfer or transmission then the any A Ordinary Shares or B Ordinary Shares will convert to the class of Share held by the transferee prior to the transfer or if the transferee is not a shareholder then a new class of shares with equivalent rights to those of the classes of each of the C to F Ordinary Shares; and
- (ii) in the event that a Shareholder ceases to be a Family Member due to reason of divorce then a compulsory transfer notice shall be deemed to have been served and the only offeree (the rights of pre-emption set out in articles 13.1 to 13.8 shall not apply) shall be the former spouse who is a Family Member and the offer price shall be £1 per Share.

Compulsory Transfers relating to Shareholders who are not Founder Shareholders

13.10 If any Shareholder (other than a Founder Shareholder):

13.10.1 dies;

13.10.2 does not provide any services/work for the Company for an aggregate of 10 months in any 12 month period whether due to illness or incapacity or otherwise;

13.10.3 is in breach of any restrictive covenant contained in any shareholders agreement entered into in relation to the Company;

then the Shareholder shall be deemed to have served a Transfer Notice in relation to all of his Shares (as the case may be) and the provisions of Articles 13.1 to 13.8 shall apply and if the Transfer Notice is deemed served pursuant to Article 13.10.2 (in relation to a Shareholder that is not a Founder Shareholder being in breach of a restrictive covenant) then the Sale Price shall be 50% of Fair Value.

Compulsory Transfers relating to all Shareholders

- 13.10.4 If any Shareholder is (i) declared bankrupt; (ii) the subject of a presentation at court by any competent person of a petition for the bankruptcy of the Shareholder and which has not been withdrawn or dismissed within thirty days of such presentation; (iii) enters into a composition or arrangement with its creditors; or (iv) any chargor takes any step to enforcing any charge created over any Shares held by the Shareholder;

then the Shareholder shall be deemed to have served a Transfer Notice in relation to all of his Shares (as the case may be) and the provisions of Articles 13.1 to 13.8 shall apply

Drag Rights

- 13.11 If any one or more members receives an offer in writing from a bona fide third party (Third Party) to purchase the entire equity share capital in the Company not already owned by the Third Party (Third Party Offer) and the holders of 40% of the entire issued share capital (including at least the A Shareholder and/or the B Shareholder to the extent that there are still A Shares or B Shares at the relevant time) accept the Third Party Offer (Accepting Shareholders), the Accepting Shareholders are entitled to issue to the remaining members (Other Shareholders) written notice (Drag Along Notice) requiring the Other Shareholders to sell to the Third Party all of the Other Shareholders' shares upon the terms and conditions specified in the Drag Along Notice.
- 13.12 The terms on which the Accepting Shareholders require the Other Shareholders to sell their shares must be no less favourable than the terms on which the Accepting Shareholders are selling their shares to the Third Party.
- 13.13 The Drag Along Notice must specify:
- 13.14 the details of the Third Party;
- 13.15 the price payable for each share and other consideration (if any) to be received (directly or indirectly) by the Accepting Shareholders; and
- 13.16 any other material terms upon which the Other Shareholders' shares shall be purchased pursuant to the Drag Along Notice.
- 13.17 If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the Third Party (or his nominee) and register such Third Party (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

- 13.18 The Other Shareholders are not obliged to sell their shares in accordance with these Articles 13.10 – 13.15 if the Accepting Shareholders do not complete the sale of all their shares to the Third Party on the same terms and conditions set out in the Drag Along Notice.

Default on transfer

- 13.19 If the Vendor defaults in transferring Sale Shares the Company shall if so required by the Shareholders or the person(s) willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchaser(s) and shall enter the names of the purchaser(s) in the Register of Shareholders as the holder of such of the Sale Shares as shall have been transferred to them subject only to such transfer having been duly stamped or certified that stamp duty is not payable thereon. The Company shall procure that the purchase money is paid into a separate bank account in the Company's name and shall hold such money in trust for the Vendor. The Company shall have no liability to pay or account for any interest on any such monies.

14 Power of Attorney

- 14.1 Each Shareholder hereby irrevocably appoints the Company as its attorney (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Power of Attorney) to give effect to the provisions of these Articles.

15 General Meetings

- 15.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the commencement of the business and also when such business is voted upon. The quorum at any general meeting shall be two Shareholders one of which must be the A Shareholder or the B Shareholder for as long as there is an A Shareholder or B Shareholder. If a quorum is not present within 30 minutes of the time fixed for the relevant meeting, the meeting shall be adjourned for 7 Business Days at the same time and place. Notice of an adjourned meeting shall be given to all the Shareholders.
- 15.2 The chairman of the Board appointed at the last meeting of Directors prior to a general meeting shall chair that general meeting. If the chairman is unable to attend any general meeting, the Shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.
- 15.3 A resolution put to the vote of a meeting shall be decided on a poll vote.
- 15.4 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting at any time before the time appointed for the holding of the meeting (or any

adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the Companies Act.

16 Voting

16.1 The voting rights attached to Shares shall be:

16.1.1 on a written resolution, every Shareholder holding one or more Shares shall have one vote for each Share and one vote for each Share held by it; and

16.1.2 on a resolution to be passed at a general meeting of the Company, every Shareholder present in person or by proxy or by a representative shall have one vote for each Share of which it is the holder.

17 Dividends

17.1 The profits of the Company which are resolved to be divided amongst the Shareholders in any year shall be applied in paying to the holders of the respective classes of Shares, dividends at such respective rates (if any) and in such amounts (if any) as the directors may recommend and the Company in general meeting shall determine (or by written resolution) and so that a dividend or dividends may be declared on one or more classes of Shares to the exclusion of any class or classes and that dividends at different rates may be declared on the respective classes of Shares. The Directors may pay an interim dividend or dividends on one or more classes of Shares to the exclusion of any class or classes and may pay interim dividends at different rates and in different amounts on the respective classes of Shares.

18 Redemption of Preference Shares

18.1 The Preference Shares shall be redeemed as follows:

18.1.1 10,000 on 01 April each year; and

18.1.2 the Company may at any time redeem such numbers of Preference Shares in multiples of 1000 upon giving at least 20 Business Days to the holders of the Preference Shares.

18.2 On the date of redemption the holders of the Preference Shares to be redeemed shall deliver to the Company at the Company's registered office the certificate for such Preference Shares (or an indemnity, in a form reasonable satisfactory to the Board, in respect of any lost certificate); and

18.3 Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in

respect of such Preference Shares) 100% of the issue price (being £1 per Preference Share) thereof.

19 Notices

- 19.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.
- 19.2 Any shareholder communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:
 - 19.2.1 personally;
 - 19.2.2 by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at his postal address (as appearing in the Company's register of members in the case of Shareholders); or
 - 19.2.3 by sending or supplying it by email:
- 19.3 In the case of a shareholder communication validly:
 - 19.3.1 sent by post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted;
 - 19.3.2 sent in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder; and
- 19.4 In the case of joint holders of a Share, all shareholder communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.

20 Indemnity and Insurance

- 20.1 Subject to, and on such terms as may be permitted by the Companies Act, the Company may:
 - 20.1.1 indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto;
 - 20.1.2 provide a Director with funds to meet expenditure incurred or to be incurred by him in defending any civil or criminal proceedings brought or threatened against him or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Companies Act to enable a Director to avoid incurring such expenditure; and
 - 20.1.3 purchase and maintain insurance for any Director against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company.