

Company number: 14236520

Companies Act 2006

Private company limited by shares

Articles of association of JML Holdco Limited

Adopted on: 25 August 2022

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Articles of association of JML Holdco Limited

Part 1: Interpretation and model articles

1 Interpretation

1.1 In these articles, unless the context requires otherwise:

- (a) **2006 Act** means the Companies Act 2006;
- (b) **A Shares** means the A Shares of £1.00 each in the capital of the Company;
- (c) **acting in concert** has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended);
- (d) **these articles** means these articles of association as from time to time amended;
- (e) **B Conversion Amount** means:
 - (i) where Proceeds on the relevant Listing are equal to or less than B Conversion Threshold, nil; and
 - (ii) where Proceeds on the relevant Listing exceed the B Conversion Threshold, a sum equal to the excess, divided by the Shares;
- (f) **B Conversion Threshold** means the aggregate of the sums payable pursuant to articles 22.1(a) to 22.1(d) (inclusive) and the B Target Proceeds;
- (g) **B Excess Proceeds** means, following the payment in full of the sums set out in articles 22.1(a) to 22.1(d) (inclusive), the Proceeds remaining after such payment in excess of the B Target Proceeds;
- (h) **B Shares** means the B Shares of £1.00 each in the capital of the Company;
- (i) **B Target Proceeds** means £30,000,000 less any:
 - (i) BEFB Proceeds; or
 - (ii) CMV Proceeds;
- (j) **Bad Leaver** means a person who ceases to be an Employee or Consultant at any time and who is not a Good Leaver or an Early Leaver;
- (k) **BEFB Disposal** means the completion of the sale or transfer of the whole or substantially the whole of the undertaking or assets of BEFB Holdco or any group undertaking of BEFB Holdco which directly or indirectly owns all or substantially all of the business and assets of BEFB Holdco and its group

undertakings from time to time (in one transaction or a series of transactions) (for the avoidance of doubt a Reorganisation shall not constitute a BEFB Disposal);

- (l) **BEFB Exit** means any of:
 - (i) any liquidation, dissolution or winding up of BEFB Holdco (other than for the purposes of solvent reconstruction);
 - (ii) any other distribution or return of capital by BEFB Holdco to shareholders (other than by way of capitalisation of reserves) which is determined by the directors to be an exit event;
 - (iii) any BEFB Sale;
 - (iv) any BEFB Disposal; or
 - (v) a BEFB Listing;
- (m) **BEFB Holdco** means BEFB Holdco Ltd;
- (n) **BEFB Listing** means the listing of any class of the issued share capital of BEFB Holdco on a Recognised Investment Exchange or another exchange on which shares are publicly traded;
- (o) **BEFB Proceeds** means the gross aggregate consideration in respect of a BEFB Sale (or equivalent value if the BEFB Exit is not by way of a BEFB Sale), whether in one or several instalments or from one or more transactions; received or receivable by any of the BEFB Holdco shareholders who are also shareholders of the Company in respect of an BEFB Exit and shall without limitation include:
 - (i) the amount received (or deemed received) as initial consideration on the completion of a BEFB Exit;
 - (ii) the amount of any deferred consideration in respect of a BEFB Exit;
 - (iii) any consideration given or paid otherwise than in cash;
 - (iv) any consideration (in cash or otherwise) received by BEFB Holdco and/or any of the shareholders which having regard to the substance of the transaction giving rise to such payment can reasonably be regarded as an addition to the consideration paid in respect of a BEFB Exit; and
 - (v) any expenses of BEFB Holdco or any of the shareholders of BEFB Holdco incurred in connection with the BEFB Exit which are met by any third party,

and shall in respect of a BEFB Sale or BEFB Disposal take account of any adjustment to the consideration by reference to completion accounts, provided that:

- (vi) if the consideration is satisfied wholly or partly by an issue of shares in a company which is listed or quoted on a Recognised Investment Exchange, the value attributable to such shares shall be the average of the closing mid prices during the 10 days ending on the day immediately prior to the date on which the calculation is made;
 - (vii) if the consideration is satisfied wholly or partly by way of an issue of shares in a company which is noted listed or quoted on a stock exchange, the value attributable to such shares shall be determined by the directors;
 - (viii) in the event of any dispute as to the consideration received or receivable or to the value attributable to any non-cash consideration the matter shall be referred to an Expert whose decision shall be final and binding; and
 - (ix) if the consideration relates to a transaction involving less than 100% of either the assets or the shares of BEFB Holdco, the proceeds shall be deemed to be increased by the value of the relevant assets not sold or distributed or the value of any shares not disposed of in the transaction (as applicable in the circumstances);
- (p) **BEFB Sale** means a sale or transfer or series of transfers or other disposition of any interest in any shares in BEFB Holdco which results in a person (and any person who in relation to him is a Connected Person and/or with whom he is acting in concert, as defined The City Code on Takeovers and Mergers) holding more than 50% of the issued share capital of BEFB (for the avoidance of doubt a Reorganisation shall not constitute a BEFB Sale);
- (q) **C Conversion Amount** means:
- (i) where Proceeds on the relevant Listing are equal to or less than C Conversion Threshold, nil; and
 - (ii) where Proceeds on the relevant Listing exceed the C Conversion Threshold but not the B Conversion Threshold, a sum equal to the excess, divided by the Secondary Shares;
 - (iii) where Proceeds on the relevant Listing exceed the B Conversion Threshold, the aggregate of:
 - (i) a sum equal to the excess over the C Conversion Threshold up to the B Conversion Threshold, divided by the Secondary Shares; and

- (ii) a sum equal to the excess over the B Conversion Threshold, divided by the Shares;
- (r) **C Conversion Threshold** means the aggregate of the sums payable pursuant to articles 22.1(a) and 22.1(c) and the C Target Proceeds;
- (s) **CMV Disposal** means the completion of the sale or transfer of the whole or substantially the whole of the undertaking or assets of CMV or any group undertaking of CMV which directly or indirectly owns all or substantially all of the business and assets of CMV and its group undertakings from time to time (in one transaction or a series of transactions) (for the avoidance of doubt a Reorganisation shall not constitute a CMV Disposal);
- (t) **CMV Exit** means any of:
 - (i) any liquidation, dissolution or winding up of CMV (other than for the purposes of solvent reconstruction);
 - (ii) any other distribution or return of capital by CMV to shareholders (other than by way of capitalisation of reserves) which is determined by the directors to be an exit event;
 - (iii) any CMV Sale;
 - (iv) any CMV Disposal; or
 - (v) a CMV Listing;
- (u) **CMV** means Copperstone Media Ventures Ltd;
- (v) **CMV Listing** means the listing of any class of the issued share capital of CMV on a Recognised Investment Exchange or another exchange on which shares are publicly traded;
- (w) **CMV Proceeds** means the gross aggregate consideration in respect of a CMV Sale (or equivalent value if the CMV Exit is not by way of a CMV Sale), whether in one or several instalments or from one or more transactions; received or receivable by any of the CMV shareholders who are also shareholders of the Company in respect of a CMV Exit and shall without limitation include:
 - (i) the amount received (or deemed received) as initial consideration on the completion of a CMV Exit;
 - (ii) the amount of any deferred consideration in respect of a CMV Exit;
 - (iii) any consideration given or paid otherwise than in cash;
 - (iv) any consideration (in cash or otherwise) received by CMV and/or any of the shareholders which having regard to the substance of the

transaction giving rise to such payment can reasonably be regarded as an addition to the consideration paid in respect of a CMV Exit; and

- (v) any expenses of CMV or any of the shareholders of CMV incurred in connection with the CMV Exit which are met by any third party,

and shall in respect of a CMV Sale or CMV Disposal take account of any adjustment to the consideration by reference to completion accounts, provided that:

- (vi) if the consideration is satisfied wholly or partly by an issue of shares in a company which is listed or quoted on a Recognised Investment Exchange, the value attributable to such shares shall be the average of the closing mid prices during the 10 days ending on the day immediately prior to the date on which the calculation is made;
 - (vii) if the consideration is satisfied wholly or partly by way of an issue of shares in a company which is noted listed or quoted on a stock exchange, the value attributable to such shares shall be determined by the directors;
 - (viii) in the event of any dispute as to the consideration received or receivable or to the value attributable to any non-cash consideration the matter shall be referred to an Expert whose decision shall be final and binding; and
 - (ix) if the consideration relates to a transaction involving less than 100% of either the assets or the shares of CMV, the proceeds shall be deemed to be increased by the value of the relevant assets not sold or distributed or the value of any shares not disposed of in the transaction (as applicable in the circumstances);
- (x) **CMV Sale** means a sale or transfer or series of transfers or other disposition of any interest in any shares in CMV which results in a person (and any person who in relation to him is a Connected Person and/or with whom he is acting in concert, as defined The City Code on Takeovers and Mergers) holding more than 50% of the issued share capital of the CMV (for the avoidance of doubt a Reorganisation shall not constitute a CMV Sale);
 - (y) **C Shares** means the C Shares of £1.00 each in the capital of the Company;
 - (z) **C Target Proceeds** means £12,500,00 less any:
 - (i) BEFB Proceeds; or
 - (ii) CMV Proceeds;
 - (aa) **the Company** means the above named company intended to be regulated by these articles;
 - (bb) **conflict authority** has the meaning given in article 12.1;

- (cc) **Connected Person** means connected persons as defined in section 1122 of the Corporation Tax Act 2010;
- (dd) **Consideration** means the gross aggregate consideration in respect of a Sale (or equivalent value if the Exit is not by way of a Sale), whether in one or several instalments or from one or more transactions;
- (ee) **Consultant** means an individual who is engaged under a contract, either individually or through a service company, to provide services personally to John Mills Limited and who is not an Employee or JM;
- (ff) **Conversion Date** means the date of conversion specified or determined in accordance with article 22.2;
- (gg) **directors** means some or all of the Company's eligible directors for the time being when they take decisions in accordance with these articles;
- (hh) **Disposal** means the completion of the sale or transfer of the whole or substantially the whole of the undertaking or assets of the Company or any Group Undertaking of the Company which directly or indirectly owns all or substantially all of the business and assets of the Company and its Group Undertakings from time to time (in one transaction or a series of transactions) (for the avoidance of doubt a Reorganisation shall not constitute a Disposal);
- (ii) **Early Leaver** means:
 - (i) in the case of an Employee, a person who ceases to be an Employee (for any reason) within 36 months of commencement of their continuous employment (irrespective of whether such commencement took place before the adoption of these articles);
 - (ii) a person who ceases to be a Consultant (for any reason) within 36 months of commencement of their contract of consultancy with the Company (irrespective of whether such commencement took place before the adoption of these articles),

in each case unless the directors otherwise determine that he is a Good Leaver;
- (jj) **eligible director** means, in relation to a particular matter, a director who is entitled to vote on that matter at a directors' meeting and whose vote is to be counted in respect of that matter;
- (kk) **Employee** means any employee of John Mills Limited who is not JM;
- (ll) **Employee Shares** in relation to an Employee or a Consultant means all Shares in the Company held by:
 - (i) the Employee or Consultant in question; and

- (ii) by any Permitted Persons of that Employee or Consultant other than those Shares held by those persons that the Company declares itself satisfied were not acquired directly or indirectly from the Employee or Consultant or by reason of his relationship with the Employee or Consultant;
- (mm) **Exit** means any of:
 - (i) any liquidation, dissolution or winding up of the Company (other than for the purposes of solvent reconstruction);
 - (ii) any other distribution or return of capital by the Company to shareholders (other than by way of capitalisation of reserves) which is determined by the directors to be an Exit;
 - (iii) any Sale;
 - (iv) any Disposal; or
 - (v) a Listing;
- (nn) **Expert** means an independent accountant (acting as an expert and not as arbitrator) nominated by the parties concerned and the costs of which shall be paid by the Company (and in the event of a failure to agree, the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants of England and Wales upon the request of one party (which request shall be deemed to constitute the request of all parties concerned);
- (oo) **Good Leaver** means a person who ceases to be an Employee or Consultant (as the case may be) at any time by reason of:
 - (i) death;
 - (ii) being dismissed and it is found by an employment tribunal that his dismissal was an unfair dismissal for the purposes of the Employment Rights Act 1996 (or any equivalent later statutory enactment) and that the dismissal was held to be unfair on substantive grounds. A dismissal held to be unfair by an employment tribunal primarily on the basis of procedural failings or procedural irregularity will not count as an unfair dismissal for the purposes of this definition;
 - (iii) the sale or disposal of the subsidiary or business by which he is employed or contracted to;
 - (iv) the directors determining that he is a Good Leaver;
 - (v) mental and/or physical ill health and it is determined by no more than two medical reports from separate independent medical specialists that the Employee or Consultant is unable to perform all or

substantially all of his duties as an Employee or Consultant for a period of at least 12 continuous months and the Employee or Consultant ceases to be employed by or contracted to a Group Company as a result thereof

- (pp) **Group Undertaking** has the meaning given in section 1161(5) of the 2006 Act;
- (qq) **Initial Proceeds** means, following the payment in full of the sums set out in articles 22.1(a) and 22.1(b) and 22.1(c), the Proceeds remaining after such payment up to and including the C Target Proceeds;
- (rr) **Listing** means the listing of any class of the issued share capital of the Company on a Recognised Investment Exchange or another exchange on which shares are publicly traded;
- (ss) **model articles** means the model articles for private companies limited by shares prescribed by Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force on the date of adoption of these articles;
- (tt) **Ordinary Shares** means the Ordinary Shares of £1.00 each in the capital of the Company;
- (uu) **person** includes any natural person, body corporate, partnership or unincorporated association, in each case whether or not having a separate legal personality;
- (vv) **Proceeds** means the Consideration received or receivable by the Company and/or any of the shareholders in respect of an Exit and shall without limitation include:
 - (i) the amount received (or deemed received) as initial Consideration on the completion of an Exit;
 - (ii) the amount of any deferred Consideration in respect of an Exit;
 - (iii) any Consideration given or paid otherwise than in cash;
 - (iv) any Consideration (in cash or otherwise) received by the Company and/or any of the shareholders which having regard to the substance of the transaction giving rise to such payment can reasonably be regarded as an addition to the Consideration paid in respect of an Exit; and
 - (v) any expenses of the Company or any of the shareholders incurred in connection with the Exit which are met by any third party,

and shall in respect of a Sale or Disposal take account of any adjustment to the Consideration by reference to completion accounts, provided that:

- (vi) if the Consideration is satisfied wholly or partly by an issue of shares in a company which is listed or quoted on a Recognised Investment Exchange, the value attributable to such shares shall be the average of the closing mid prices during the 10 days ending on the day immediately prior to the date on which the calculation is made;
 - (vii) if the Consideration is satisfied wholly or partly by way of an issue of shares in a company which is noted listed or quoted on a stock exchange, the value attributable to such shares shall be determined by the directors;\
 - (viii) in the event of any dispute as to the Consideration received or receivable or to the value attributable to any non-cash Consideration the matter shall be referred to an Expert whose decision shall be final and binding; and
 - (ix) if the Consideration relates to a transaction involving less than 100% of either the assets or the shares of the Company, the Proceeds shall be deemed to be increased by the value of the relevant assets not sold or distributed or the value of any shares not disposed of in the transaction (as applicable in the circumstances).
- (ww) **public company model articles** means the model articles for public companies prescribed by schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force on the date of adoption of these articles;
- (xx) **Recognised Investment Exchange** shall bear the meaning ascribed to it in section 285 of the Financial Services and Markets Act 2000;
- (yy) **Reorganisation** means any reorganisation of the Shares or capital structure of the Company or any Group Undertaking of the Company, or demerger or restructuring of the Company and any Group Undertaking including the legal separation of any trading and non-trading Group Undertakings of the Company (formed for that purpose) or any transfer or distribution of shares in the Company or any of its Group Undertakings to effect such demerger or restructuring of the Company and as may be specified in any restructuring report prepared by the Company's tax advisers and accepted by resolution of the directors;
- (zz) **Sale** means a sale or transfer or series of transfers or other disposition of any interest in any shares in the Company which results in a person (and any person who in relation to him is a Connected Person and/or with whom he is acting in concert, as defined The City Code on Takeovers and Mergers) holding more than 50% of the issued share capital of the Company (for the avoidance of doubt a Reorganisation shall not constitute a Sale);

- (aaa) **Secondary Shares** means the Ordinary Shares and the C Shares in issue from time to time and **Secondary Shares** means any of them as the context admits;
 - (bbb) **Shares** means the Ordinary Shares, the A Shares, the B Shares and the C Shares in issue from time to time and **Share** means any of them as the context admits;
 - (ccc) **United Kingdom** means Great Britain and Northern Ireland; and
 - (ddd) **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 In these articles, references to any statute or statutory provision include any modification or re-enactment of it for the time being in force. This does not affect the interpretation of the final sentence of paragraph 1 of the model articles.
- 1.3 In these articles:
- (a) a reference to an **article** by number is a reference to the provision of these articles of that number;
 - (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; and
 - (c) a reference to a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and (in that context) **interest** includes both direct and indirect interests.
- 1.4 The headings in these articles do not affect the interpretation of them.

2 Adoption of model articles

- 2.1 The model articles apply to (and form part of) these articles, in so far as these articles do not exclude or modify the model articles.
- 2.2 The following paragraphs of the model articles do not apply to the Company: 7(2), 11(2), 13, 14(1) to 14(5) (inclusive), 21 and 26(5).

Part 2: Directors

Directors' powers and responsibilities

3 Change of name

The Company may change its name by a decision of the directors.

4 Directors may delegate

In paragraph 5(1) of the model articles, the words "delegate any of the powers which are conferred on them under the articles" are deleted and replaced with the words "delegate any of their powers".

Decision-making by directors

5 Directors to take decisions collectively

5.1 If, and for so long as, the Company only has one director (see article 16):

- (a) that director may exercise all the powers and discretions vested in the directors, and may take decisions without regard to any of the provisions of the model articles (as modified by these articles) relating to directors' decision-making; and
- (b) any reference to a conflict authority, and any requirement for a declaration of interest by a director to the other directors, is to be disregarded.

5.2 A sole director's decision may (without limitation) take the form of a resolution in writing signed by the director, or to which he has otherwise indicated agreement in writing.

6 Unanimous decisions

6.1 In paragraph 8(2) of the model articles, the words "copies of which have been signed by each eligible director" are deleted and replaced with the words "where each eligible director has signed one or more copies of it".

6.2 In paragraph 8(3) of the model articles, the words "and whose vote would have been counted" are inserted after the words "had it been proposed as a resolution at a directors' meeting".

7 Calling a directors' meeting

Notice of a directors' meeting need not be given to a director who is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

8 Quorum for directors' meetings

8.1 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but (subject to article 8.2) it must never be less than two eligible directors, and unless otherwise fixed it is two eligible directors. For clarity, this does not apply for so long as there is a sole director (see article 5.1).

8.2 For the purpose of any directors' meeting (or part of a meeting) held in accordance with article 12.1 to authorise a director's conflict of interest, if only one eligible director is in office, the quorum is one eligible director.

9 Casting vote

9.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

9.2 Article 9.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

10 Participating and voting when director interested

Provided he has declared the nature and extent of the interest to the other directors when required to do so in accordance these articles, a director is to be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, or may have, directly or indirectly, any kind of interest or duty. This is subject (where relevant) to the requirements of section 175(6) of the 2006 Act concerning conflicts of interest and to the terms of any applicable conflict authority.

Directors' interests and conflicts

11 Transactions or arrangements with the Company

Subject to the 2006 Act, and provided he has complied with any provision of the 2006 Act requiring a declaration of his interest to the other directors, a director may, despite his office, be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

12 Directors' conflicts of interest

12.1 For the purposes of section 175 of the 2006 Act, the directors may authorise any matter proposed to them which would, or might, if not authorised, result in a director infringing his duty under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. Such an authorisation is referred to in these articles as a **conflict authority**.

12.2 A conflict authority may (subject to article 14) be given on such terms (including limits or conditions) as the directors decide. The director concerned must comply with any obligations imposed on him by such terms.

12.3 The directors may revoke or vary a conflict authority at any time, but this will not invalidate anything previously done by the director in accordance with the authority.

13 Ability to hold offices and enter into other transactions and arrangements

13.1 Provided he has declared the nature and extent of any direct or indirect interest of his to the other directors (other than a non-disclosable interest as set out in article 13.3), a director may, despite his office:

- (a) be a director or other officer of, or employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any Group Undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;

- (b) be a party to, or otherwise in interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and
 - (c) be a party to any transaction or arrangement with any Group Undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.
- 13.2 No conflict authority is required in respect of any matter referred to in article 13.1, and a director does not infringe his duty under section 175 of the 2006 Act because of this.
- 13.3 The following are non-disclosable interests for the purposes of article 13.1:
 - (a) any interest of a director which consists of him being a director, officer or employee of (or otherwise being engaged by) any Group Undertaking of the Company; and
 - (b) any interest of a director which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.
- 13.4 If a declaration of interest under article 13.1 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

14 Confidential information and attendance at directors' meetings

If a matter is authorised pursuant to a conflict authority or is one to which article 13.1 applies:

- 14.1 the director will not be required to disclose to the Company, or use in relation to the Company's affairs, any information relating to the matter that is confidential to another person where to do so would amount to a breach of that confidence;
- 14.2 the director may absent himself from the discussion of, and/or the making of decisions relating to, the matter (whether at directors' meetings or otherwise), and may excuse himself from reviewing documents and information which will or may relate to the matter, for so long as he reasonably believes that an actual or potential conflict of interest arises out of the matter; and
- 14.3 the director may be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) which will or may relate to the matter.

15 Accounting for benefits when interested

If a director or any other person receives any benefit as a result of anything allowed under articles 11 or 13 or (subject to its terms) pursuant to a conflict authority:

- 15.1 the director is not required to account to the Company for the benefit;

- 15.2 no transaction or arrangement will be liable to be avoided on the ground of the benefit; and
- 15.3 the receipt of the benefit will not constitute a breach of the director's duty under section 176 of the 2006 Act.

Appointment of directors

16 Number of directors

The Company need have only one director.

17 Methods of appointing directors

- 17.1 Any member or members together holding a majority of the Shares for the time being shall be entitled to appoint any person as a director either as an additional director or to fill any vacancy.
- 17.2 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the relevant members appointing the relevant director and served on the Company at its registered office. Any such appointment shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 17.3 Article 17.1 takes effect in addition to the methods of appointment of directors provided for in paragraph 17 of the model articles.

18 Termination of director's appointment

- 18.1 A person ceases to be a director as soon as the holder or holders of a majority of the Shares for the time being give notice in writing to the Company signed by them, or authenticated in any other manner approved by the directors, removing that person from office as a director. The notice may consist of several documents in similar form each signed or so authenticated by one or more shareholders. The removal takes effect when the notice is sent or supplied to the Company or any director, or on any later date specified in the notice.
- 18.2 Article 18.1 takes effect in addition to the circumstances in which a person ceases to be a director pursuant to paragraph 18 of the model articles.

19 Directors' expenses

In paragraph 20 of the model articles, the words "and the company secretary (if any)" are inserted after the words "the directors".

Part 3: Shares and distributions

Share capital

20 Share capital

- 20.1 At the date of the adoption of these articles, the share capital of the Company is divided into Ordinary Shares, A Shares, B Shares, and C Shares. The Ordinary Shares, A Shares, B Shares, and C Shares constitute separate classes of share.
- 20.2 In these articles, unless the context requires otherwise, references to shares of a particular class shall include shares created and/or issued after the date of adoption of these articles and ranking pari passu in all respects with the shares of the relevant class then in issue, except only as to the date from which those shares rank for dividend.
- 20.3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.
- 20.4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- (a) any alteration in the articles which varies the voting, capital or income rights attaching to any Share;
 - (b) any reduction, subdivision, consolidation, redenomination or other alteration in the share capital of the Company.

21 Voting

- 21.1 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 21.2 The A Shares shall confer on each holder of A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 21.3 The B Shares shall confer on each holder of B Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 21.4 The C Shares shall not confer on any holder of C Shares any right to receive notice of nor to attend, speak or vote at any general meetings of the Company nor to receive or vote on proposed written resolutions of the Company.
- 21.5 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is

present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.

22 Capital

22.1 On an Exit, the Proceeds remaining (after the payment of liabilities falling on the Company directly relating to such Exit) shall, subject as otherwise provided in these Articles, be applied as follows:

- (a) first, in paying to each holder of Ordinary Shares, in priority to any other classes of Shares but pari passu as between each other, the amount paid up on the Ordinary Shares held by them (provided that if there are insufficient Proceeds to pay the amount paid up on all of the Ordinary Shares, the remaining Proceeds shall be distributed to the holders of Ordinary Shares pro rata to the number of Ordinary Shares held);
- (b) second, in paying to each holder of C Shares, in priority to the A Shares and B Shares but pari passu as between each other, the amount paid up on the C Shares held by them (provided that if there are insufficient Proceeds to pay the amount paid up on all of the C Shares, the remaining Proceeds shall be distributed to the holders of C Shares pro rata to the number of C Shares held)
- (c) third, in paying to each holder of A Shares and B Shares the amount paid up on the A Shares and B Shares held by them (provided that if there are insufficient Proceeds to pay the amount paid up on all of the A Shares and B Shares, the remaining Proceeds shall be distributed to the holders of A Shares and B Shares pro rata to the number of A Shares and B Shares held);
- (d) fourth in relation to the Initial Proceeds (if any), such Proceeds shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held;
- (e) fifth, in relation to the C Excess Proceeds (if any), such Proceeds shall be distributed among the holders of Secondary Shares pro rata to the number of Secondary Shares held (as if the Secondary Shares constituted one and the same class);
- (f) sixth, in relation to the B Excess Proceeds (if any), such Proceeds shall be distributed among the holders of Shares pro rata to the number of Shares held (as if the Shares constituted one and the same class).

22.2 Where the Exit is a Listing, immediately prior to such Listing:

- (a) each A Share shall automatically convert into such number of fully paid Ordinary Shares as shall be of equal value to the B Conversion Amount;
- (b) each B Share shall automatically convert into such number of fully paid Ordinary Shares as shall be of equal value to the B Conversion Amount;

- (c) each C Share shall automatically convert into such number of fully paid Ordinary Shares as shall be of equal value to the C Conversion Amount; and
- (d) if the relevant Proceeds exceed the C Conversion Threshold, the Company shall, by capitalisation of profits as far as legally possible, issue to each holder of Ordinary Shares such number (if any) of Ordinary Shares to ensure that, following the automatic conversions taking place pursuant to articles 22.2(a), 22.2(b) or 22.2(c) (as applicable), the proportion of Ordinary Shares held by that holder is equal to the proportion of Shares held by that holder immediately prior to the relevant conversions

in each case immediately prior to the Listing calculated as if the Proceeds were the value attributable to the Company on such Listing prior to the subscription for any new shares (excluding, for the avoidance of doubt, any new Ordinary Shares issued pursuant to this article 22.2) in the Company pursuant to such Listing.

22.3 Any conversion pursuant to the right granted by article 22.2 shall be made on the following terms:

- (a) conversion shall take effect immediately on the Conversion Date at no cost to the relevant holders;
- (b) forthwith after the Conversion Date the Company shall issue to the persons entitled thereto certificates for the Ordinary Shares resulting from the conversion and the certificates for the shares falling to be converted shall be deemed invalid for all purposes and the relevant holders shall be bound to deliver the same to the Company for cancellation; and
- (c) the Ordinary Shares arising on conversion of any A Shares B Shares or C Shares shall in all respects rank as one uniform class of shares with the Ordinary Shares in the capital of the Company then in issue.

22.4 Notwithstanding anything to the contrary in the terms and conditions governing such Exit, the members shall procure that the Proceeds shall be paid into a designated trustee account and shall be distributed on the same terms as set out in article 22.1 as if the consideration of such Exit represented all of the assets of the Company available for distribution to members.

22.5 In the event that:

- (a) any holder of shares does not participate in a Sale, then that holder shall not be entitled to any distribution pursuant to article 22.1 in respect of such Sale;
- (b) on a Sale any holder of shares sells some but not all of the shares held by it, then such holder shall be entitled to such percentage of the distribution payable to the relevant class of shares pursuant to article 22.1 in respect of such Sale as equals the number of shares of such class sold by such holder as a percentage of the entire shareholding of such class.

23 Income

- 23.1 Subject to the provisions of the 2006 Act and to article 23.4 below, the Company may by ordinary resolution, upon the recommendation of the directors, declare a dividend.
- 23.2 Subject to article 23.4 below, every general meeting at which a dividend is declared may, by ordinary resolution, direct that such dividend be paid in respect of one or more classes of shares to the exclusion of the other classes or in respect of all classes of shares.
- 23.3 Subject to article 23.4 below, where a dividend is declared in respect of more than one class of shares the Company may, by ordinary resolution, differentiate between such classes as to the amount or percentage of dividend payable, but in default the shares in each such class shall be deemed to rank *pari passu* in all respects as if they constituted one class of shares.
- 23.4 No dividend shall be declared to any class of shares in circumstances where the directors recommend that no dividend should be declared nor shall any dividend be declared to any class which exceeds the amount recommended by the directors in respect of that class.
- 23.5 When paying interim dividends, the directors may make payments to one or more classes of shares to the exclusion of the other classes or to all classes of shares. When making such payments the directors may differentiate between the classes to which payments are being made as to the amount or percentage of dividend payable. Article 30 of the Model Articles shall be read and construed accordingly.
- 23.6 Paragraph 73 of the public company model articles applies to the Company and forms part of these articles as if the text of that paragraph was set out in full in these articles.
- 23.7 In paragraph 36(4) of the model articles, the words "in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or" are inserted after the words "may be applied".

Issue and allotment of shares

24 Powers to issue different classes of shares

- 24.1 The following sentence is inserted at the end of paragraph 22(1) of the model articles: "These rights and restrictions will apply to the shares as if they were stated in the articles."
- 24.2 The following sentence is inserted at the end of paragraph 22(2) of the model articles: "These terms and conditions will apply to the shares as if they were stated in the articles."
- 24.3 The rights attached to any shares are not, unless otherwise expressly provided in the terms on which such shares are issued or otherwise set out in these articles, deemed to be varied by the creation or issue of further shares ranking in some or all respects

equally with them (but in no respect in priority to them) or by the purchase or redemption by the Company of any of its own shares.

25 Allotment of shares

- 25.1 The directors are generally and unconditionally authorised, in accordance with section 551 of the 2006 Act, to exercise all the powers of the Company to allot Shares or to grant rights to subscribe for, or to convert any security into, Shares.
- 25.2 In accordance with section 567(1) of the 2006 Act, the requirements of sections 561 and 562 of the 2006 Act are excluded generally in relation to the allotment by the Company of equity securities.
- 25.3 Any Ordinary Shares for the time being unissued, other than Shares which are to be allocated under an employee share scheme (as defined in section 1166 of the 2006 Act) established by the Company (**New Shares**) shall, before they are issued, be offered to the holders of Ordinary Shares in proportion as nearly as the circumstances admit to their existing holdings of Ordinary Shares in the Company. The directors may, at their discretion, elect to offer the New Shares to the holders of A Shares and/or the holders of B Shares and/or the holders of C Shares at the same time, in which case the proportion of New Shares offered shall be adjusted to account for the relevant Shares held by such persons. Such offer shall be made by notice specifying the number of shares offered and limited to a period of time at the expiry of which the offer, if not accepted, will be deemed to be declined, and after the expiration of such period of time, or if earlier on the receipt of an intimation from the person to whom the offer has been made that he declines to accept the shares offered, the directors may, subject to these articles, dispose of the same in such manner as they most beneficial to the Company.
- 25.4 Provided the directors have authority to allot the relevant Shares in accordance with these articles and the 2006 Act, they shall be entitled to allot A Shares and/or B Shares and/or C Shares, or grant rights to subscribe for such Shares, to employees or consultants of the Company in their discretion, without first offering such Shares to any other shareholder.

Share certificates

26 Issue and content of share certificates

- 26.1 In paragraph 24(2)(c) of the model articles, the words "that the shares are fully paid" are deleted and replaced with the words "the amount paid up on them".
- 26.2 Paragraph 24(5) of the model articles is deleted and replaced with a new paragraph 24(5) as follows:
- "Certificates must be executed in accordance with the 2006 Act."

27 Partly paid shares/lien

The provisions of paragraphs 52 to 62 (inclusive) of the public company model articles apply to the Company and form part of these articles as if the text of those provisions was set out in full in these articles together with relevant defined terms as set out in paragraph 1 of the public company model articles.

Transfer and transmission of shares

28 General prohibition

- 28.1 No share may be transferred to any person unless the transfer has been validly made in accordance with these articles.
- 28.2 Notwithstanding any other provision of these articles, no A Share, B Share or C Share shall be transferable under any circumstances, and no Transfer Notice shall be capable of being given, save for:
- (a) where a majority of the directors in office for the time being have given express prior written consent to such transfer; or
 - (b) where the holder of the A Shares, B Shares or C Shares has been deemed to give a transfer notice in accordance with Article 32.
- 28.3 In these articles, references to the transfer of shares include the transfer, assignment or other disposal of any beneficial or other interest in shares, the grant of contractual rights or options over or in respect of shares, and the creation of a trust or encumbrance over shares, and references to shares include beneficial or other interests in shares.

29 Permitted Transfer of Shares

- 29.1 Subject to Article 29.2, no sale or transfer of any shares in the Company or any interest in any shares in the Company shall be made by any member unless the provisions set out in Article 30 shall first be complied with.
- 29.2 Any member (other than a personal representative of a deceased member save for the personal representatives of John Angus Donald Mills (**JM**) and Kenneth John Daly (**KD**)) shall be entitled to sell or transfer any shares in the Company or any interest in any shares in the Company without restriction to any of the following persons (**Permitted Persons**):
- (a) any trustee or nominee where there is no change to the beneficial ownership of the shares in the Company in question;
 - (b) the spouse, child, step-child, grandchild, parent, brother or sister of any member or of JM and KD (whether or not JM and KD are members of the Company) (each of which shall be referred to as a **Family Member**);

- (c) the trustees of a settlement created by any member and/or JM, KD and Shaun Tebble (under which no person is, or may be, a beneficiary who is not a Family Member);
 - (d) any trustee of any employee share scheme (as defined in section 1166 of the 2006 Act) established by the Company;
 - (e) any person who is an Employee or Consultant in accordance with the rules of any employee share scheme (as defined in section 1166 of the 2006 Act) established by the Company;
 - (f) by JM to an Employee or a Consultant.
- 29.3 The directors may, before registered any transfer of any share in the Company, request the person named as a transferee in any such transfer lodged for registration to provide the Company with such evidence as the directors may reasonably consider necessary or relevant to ensure that such person is a Permitted Person.

30 Transfer of Shares

- 30.1 If at any time any member (**Vendor**) shall desire to sell or transfer any Shares or any interest in any Shares (**Sale Shares**), other than to a Permitted Person, he shall serve on the Company a notice (**Transfer Notice**). Each Transfer Notice shall indicate the Vendor's desire to sell or transfer the Sale Shares and shall specify:
- (a) the Sale Shares which he desires to sell or transfer;
 - (b) the name of any third party to whom he proposes to sell or transfer the Sale Shares (if available at the time), if he proposes that the Sale Shares are not purchased by the remaining members pursuant to the provisions of this Article;
 - (c) the price at which he proposes to sell or transfer the Sale Shares; and
 - (d) whether or not he wishes to be bound to sell or transfer part only of the Sale Shares as a result of only part of the Sale Shares being accepted in accordance with the provisions of this article 30.
- 30.2 No Transfer Notice may be withdrawn once it has been given. Each Transfer Notice shall constitute each of the directors as the attorney of the Vendor for the specific purpose of executing and completing any stock transfer form relating to the sale or transfer of the Shares, subject to the following provisions;
- (a) For the purpose of this article, the **Specified Price** shall be, subject to article 30.2(b), the value of the Sale Shares, as a relevant proportion of the open market value of the entire issued share capital of the Company as fixed within a period of 60 days following the Annual General Meeting of the Company each year by accountants appointed by the directors for such purpose. Subject to article 30.2(c) the Specified Price shall be applicable to all transfers completed in the period to the following such annual valuation.

- (b) For the avoidance of doubt:
 - (i) if any Sale Shares are A Shares or B Shares and the open market value of the entire issued share capital (as last fixed by relevant accountants in accordance with article 30.2(a)) is less than the B Conversion Threshold, the Specified Price for the relevant Sale Shares shall be fixed at nil;
 - (ii) If any Sale Shares are C Shares and the open market value of the entire issued share capital (as last fixed by relevant accountants in accordance with article 30.2(a)) is less than the C Conversion Threshold, the Specified Price for the relevant Sale Shares shall be fixed at nil.
- (c) Subject to article 30.2(d) In the event that the Vendor, or the person to whom shares are offered under this article, objects to the Specified Price (**Objector**) he shall notify the directors in writing upon giving or receiving an offer following the Transfer Notice (as the case may be) and shall be entitled to refer the matter to the Auditors of the Company for the time being or other accountants nominated by or acceptable to the Auditors where the Auditors have determined the Specified Price. The Auditors or other accountants as the case may be shall within 60 days of such referral fix the open market value of the Sale Shares which value shall, if higher, become the Specified Price in lieu of the Specified Price previously determined. The directors shall offer the Shares at the Specified Price in accordance with article 30.2(g) and the provisions of this Article 30 shall apply. The cost of such valuation shall be borne by the Objector unless the new Specified Price exceeds the original Specified Price by more than 20% of the original Specified Price, in which case the cost shall be borne by the Company.
- (d) The Vendor is not entitled to object to the Specified Price in accordance with article 30.2(c) if the Sale Shares are Employee Shares.
- (e) The Auditors or accountants in fixing the Specified Price shall have no regard to the size of the holding of shares in relation to the capital of the Company and shall act as experts and not as arbitrators.
- (f) The new Specified Price shall be notified by the director to all members and shall be applicable in relation to transfers of shares in accordance with this article for the period to the next annual valuation hereunder.
- (g) Subject to article 32.2, within 14 days of receipt of the Transfer Notice (or notification of the Specified Price in accordance with article 30.2(f) if later) the directors shall by notice in writing offer to the Trustees of the Company's Employee Benefit Trust (**EBT Trustees**) (if any) the Sale Shares at the Specified Price provided that there shall be no requirement on the directors to offer the Sale Shares to the EBT Trustees if the EBT Trustees shall have waived such requirement by giving notice in writing of such waiver to the Company. Such offer shall be open for a period of 28 days from the date of

the notice (**Acceptance Period**). If the EBT Trustees shall within the Acceptance Period apply for all or any of the Sale Shares, the Directors shall allocate the Sale Shares or so many of the Sale Shares as the EBT Trustees have applied for to the EBT Trustees.

- (h) If within the Acceptance Period the EBT Trustees apply for all the Sale Shares at the Specified Price the directors shall forthwith give notice in writing (**Trustees' Acceptance Notice**) of such application to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Trustees' Acceptance Notice) at which the sale of the Sale Shares shall be completed.
- (i) The Vendor shall be bound to transfer to the EBT Trustees those of the Sale Shares applied for by the EBT Trustees at the time and place specified in any Trustees' Acceptance Notice and payment of the Specified Price for the Sale Shares shall be made to the Company as agent for the Vendor. If the Vendor fails to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares to the EBT Trustees against payment of the Specified Price to the Company. On payment of the Specified Price to the Company the EBT Trustees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfers the EBT Trustees shall be entitled to insist upon their name being entered in the register of members as the holder by transfer of the Sale Shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price on trust for the Vendor subject to applying the same on his behalf in settling any fees or expenses falling to be borne by the Vendor. After the name of the EBT Trustees have been entered in the register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person in the absence of manifest error.
- (j) If the offer of the Sale Shares at the Specified Price is not accepted in whole by the EBT Trustees within the Acceptance Period or if the EBT Trustees shall have given such waiver as is referred to in article 30.2(g) then the directors shall within 14 days by notice in writing offer to the remaining holders of Ordinary Shares (other than the Vendor and the EBT Trustees) (**Remaining Shareholders**) in proportion to their holdings of Ordinary Shares at the Specified Price the number of Sale Shares which the EBT Trustees have not applied for (**Remaining Shares**). The directors may, at their discretion, elect to offer the Remaining Shares to the holders of A Shares and/or the holders of B Shares and/or the holders of C Shares at the same time, in which case the definition of Remaining Shareholders shall include such persons and the proportion of Remaining Shares offered to Remaining Shareholders shall be adjusted to account for the relevant Shares held by such persons.

- (k) Each Remaining Shareholder shall be asked to state within 28 days of the date of such offer the number of Remaining Shares (if any) he wishes to buy (which may exceed his entitlement under article 30.2(j)).
- (l) If within such period of 28 days purchasers are found amongst the Remaining Shareholders for the Remaining Shares at the Specified Price the purchase of the Remaining Shares shall be completed within 7 days after such 28 days. In the event of competition between Remaining Shareholders wishing to buy more than their entitlement under article 30.2(j), the Remaining Shares shall be sold within such 7 day period in proportion to the existing holdings of such Remaining Shareholders (as far as practicable and without requiring any member to buy more than the number he applied for).
- (m) The directors shall give notice of the finding of purchasers to the Vendor and the Vendor shall forthwith on payment of the relevant price by the Remaining Shareholders transfer the Sale Shares to the notified purchasers in the due proportions.
- (n) If the Vendor fails to complete the transfer in accordance with article 30.2(m), the directors shall authorise themselves or any of them or some other person to execute any necessary transfers in favour of the relevant purchasers and shall receive the purchase money and hold the same in trust for the Vendor.
- (o) The receipt of the Company for the purchase money shall be a good discharge to the relevant purchasers who shall not be bound to see to its application, and after the name of any purchaser has been entered in the register the validity of the transfer shall not be questioned by any person in the absence of manifest error.
- (p) If after the expiry of 40 days from the issuing of an offer under article 30.2(j), no purchaser or purchasers is or are found in respect of all the Shares or if the purchase is not completed through no fault of the Vendor the Vendor may dispose of the unsold Sale Shares to any person at a price not less than the Specified Price for a period of 30 days following the expiry of such 40 day period.
- (q) If after the expiry of the period of 30 days referred to in article 30.2(q) all the Sale Shares have not been sold there shall forthwith be deemed to have been served on the next day following such expiry or on such later date as the directors may in their absolute discretion select on giving 7 days' notice of the same to the Vendor a further Transfer Notice relating to the unsold Sale Shares.

31 Compulsory Transfer – non-Employee Shares

- 31.1 For the purposes of article 30 and other relevant provisions of these articles a Transfer Notice shall be deemed (without limitation) to have been given in respect of all the shares of the relevant member in the following circumstances:

- (a) any direction by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself other than as provided for in article 30.2(c);
- (b) any attempt to enforce a pledge, lien or charge over a share (other than by any member who enters into such arrangements in connection with the bona fide purchase of shares in the Company) or any grant of any option excluding in all cases:
 - (i) any options between the Company and the EBT Trustees;
 - (ii) any option between the EBT Trustees and any Employee or Consultant;
 - (iii) any option between JM and the EBT Trustees or an Employee or Consultant; or
 - (iv) any appropriation or other disposition of any beneficial interest in a share (including where a share is held by a nominee, any disposition or purported disposition by the beneficial owner of such share of his beneficial interest therein or any part thereof) except any such appropriation by the EBT Trustees whether or not for consideration or otherwise by whomsoever made and whether or not effected by an instrument in writing;
 - (v) the death or bankruptcy of any member save for the death or bankruptcy of JM.

31.2 For the purposes of this article and other relevant provisions of these articles if any former Employee or Consultant, or personal representatives of such former Employee or Consultant, acquires shares in pursuance of rights or interests over shares obtained by the former Employee or Consultant whilst he was an Employee or Consultant, then a Transfer Notice shall, immediately after such acquisition, be deemed to have been served by the person acquiring such shares and all the provisions of these articles shall apply accordingly.

31.3 If any member attempts to transfer any shares otherwise than in accordance with these articles, or if any member is made bankrupt or enters into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or has an administrator appointed to it or suffers a receiver or an administrative receiver to be appointed over any of its assets, such member and, where shares (other than shares acquired under any employee share scheme established by the Company) have been transferred to a member's spouse, such spouse shall be deemed to have given a Transfer Notice in respect of all shares held by such member or such member's spouse or by any nominee for him respectively immediately prior to the event.

32 Compulsory transfer – Employee Shares

32.1 If any Employee or Consultant ceases for any reason to be an Employee or Consultant (as the case may be) the relevant person (and any Permitted Persons to whom that person has transferred Shares) shall be deemed to have given a Transfer Notice in respect of all the Employee Shares held by them (and/or their Permitted Persons as applicable) on the Effective Termination Date. In such circumstances the transfer price shall be as follows:

- (a) where the relevant person ceases to be an Employee or Consultant by reason of being a Bad Leaver or an Early Leaver, the lower of the Specified Price and the original subscription price of the Employee Shares;
- (b) where the relevant person ceases to be an Employee or Consultant by reason of being a Good Leaver, the Specified Price.

32.2 For the purposes of this article 32, the order of priority upon deemed service of the Transfer Notice shall be such that the Employee Shares or such number of the Employee Shares as the directors shall determine are offered in the following order of priority within 14 days of the deemed service of the Transfer Notice:

- (a) to the Company (subject always to the provisions of the 2006 Act); and/or
- (b) to JM; and/or
- (c) to the EBT Trustees; and/or
- (d) to a corporate nominee nominated by the directors to hold the Employee Shares pending agreement between the directors of how to allocate the relevant Employee Shares,

and any Employee Shares not allocated in this way shall be offered to Remaining Shareholders in accordance with article 30.2(j).

32.3 All voting rights attached to Employee Shares held by an Employee or Consultant (and any Permitted Person of such persons) (**Restricted Member**), if any, shall at the time he ceases to be an Employee or Consultant (as the case may be) be suspended unless the directors notify him otherwise.

32.4 Any Employee Shares whose voting rights are suspended pursuant to article 32.3 (**Restricted Shares**) shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to article 32.3 shall be automatically restored immediately prior to a Listing. If a Restricted Member transfers any Restricted Shares in the Company in accordance with these articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

33 Drag Along Rights

- 33.1 In the event that members together holding not less than 60 per cent of the issued Ordinary Shares in the capital of the Company (**Majority Sellers**) propose to sell the legal or beneficial interest in their entire holding of Shares to a person who is either (a) a bona fide purchaser at arms length or (b) a corporate entity connected to the Majority Sellers formed for the purposes of effecting a Reorganisation and in each case the Majority Sellers procure that an offer is made by the proposed transferee (or any person or persons acting in concert with it) (**Offeror**) to all of the members to acquire the entire issued share capital the Majority Sellers shall have the right (**Drag Along Right**) to require all of the other members (**Called Shareholders**) to accept in full the offer procured to be made to them. The pre-emption provisions set out in article 30 shall not apply to any transfer required to be made hereunder.
- 33.2 The Drag Along Right may be exercised by the Majority Sellers serving notice to that effect (**Drag Along Notice**) to the Called Shareholders at the same time as, or within 7 days following, the making of the offer.
- 33.3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Majority Sellers do not transfer their entire holding of the shares to the Offeror (or the Offeror's nominee) not later than the date specified as the date for completion of the sale and purchase of the shares pursuant to acceptances of the offer.
- 33.4 Upon the exercise of the Drag Along Right in accordance with this article 33, each of the Called Shareholders shall be bound to accept the offer made to it in respect of its entire holding of shares in the Company and to comply with the obligations assumed by virtue of such acceptance.
- 33.5 In the event that any Called Shareholder fails to accept the offer made to it or, having accepted such offer fails to complete the sale of any of its shares pursuant to the offer or otherwise fails to take any action required of it under the terms of the offer, the Directors (or any of them) may authorise some person to accept the offer on behalf of the Called Shareholder in question or undertake any action required under the terms of the offer on the part of a Called Shareholder who has accepted the offer. The Directors may in particular authorise some person to execute a transfer of any shares in favour of the Offeror (or its nominee) and the Company may give a good receipt for the purchase price of such shares and may register the Offer (or its nominee) as holder thereof and issue to it (or as it may direct) certificates for the same whereupon the Offeror (or its nominee) shall be indefeasibly entitled thereto. The Called Shareholder shall in such case be bound to deliver up its certificates for its shares to the Company whereupon the Called Shareholder shall be entitled to receive the purchase price for such shares which shall in the meantime be held by the Company on trust for the Called Shareholder but without interest. After the name of the offeror (or its nominee) has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person. In particular, the case of a Drag Along Right being exercised for the purpose of implementing a Reorganisation, the Directors shall be entitled to sign all documents

and take all steps on behalf of the Called Shareholders on such terms and in respect of such matters as accepted by the Majority Shareholders including the execution of powers of attorney, the cancellation, transfer or receipt of shares in the Company or any Group Undertaking of the Company required to fully implement the Reorganisation.

34 Tag along rights on a change of control

- 34.1 Except in the case of transfers pursuant to Article 31 and Article 32, and after going through the pre-emption procedure set out in Article 30, the provisions of article 34.2 to **Error! Bookmark not defined.**34.6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person Acting in Concert with the Buyer, acquiring a Controlling Interest in the Company.
- 34.2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is at least equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 6 months preceding the date of the Proposed Transfer (**Specified Price**).
- 34.3 The Offer shall be made by written notice (**Offer Notice**), at least 20 Business Days before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the Specified Price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**).
- 34.4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with article 34.2 and article 34.3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer.
- 34.5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within 10 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.

35 Transmission of Shares

- 35.1 Any personal representative of a deceased member, other than an Employee or Consultant, may upon the production of such evidence as the directors may in their reasonable discretion require, within 3 months from the date of the grant of

representation in the estate of such deceased member elect either to be registered as the holder of such share or to have a Permitted Person of the deceased member registered as the holder of such share. If he elects to be registered, he shall give notice to the Company to that effect which shall also indicate whether or not he is also a Permitted Person in respect of any such shares. If he elects to have a Permitted Person registered, he shall execute an instrument of transfer of such share in favour of such person.

- 35.2 Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.

36 Exercise of transmitters' rights

In paragraph 28(3) of the model articles, the words "Any transfer made or executed under this article is to be treated as if it were made or executed" are deleted and replaced with the words "All the articles relating to the transfer of shares apply to the notification or instrument of transfer (as the case may be) as if it were an instrument of transfer executed".

Part 4: Decision-making by shareholders

Organisation of general meetings

37 Notice of general meeting

- 37.1 Notice of a general meeting need not be sent to any member who, under the terms of issue of the shares he holds, is not entitled to receive notice.
- 37.2 Notice of a general meeting need not be given to a transmitter, if the member concerned would not have been entitled to receive the notice.
- 37.3 A shareholder present, either in person or by proxy, at any general meeting of the Company will be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.

38 Quorum for general meetings

- 38.1 If the Company has only one member, one qualifying person present at the meeting is a quorum. Subject as provided in section 318(2) of the 2006 Act, if the Company has more than one member, two qualifying persons present at the meeting and entitled to vote are a quorum.
- 38.2 If, at any adjourned meeting, such a quorum is not present within half an hour of the time appointed for the adjourned meeting, one qualifying person present at the meeting is a quorum.
- 38.3 In this article 37, **qualifying person**, in relation to any general meeting, means an individual who is a member of the Company, a person authorised under section 323 of the 2006 Act to act as the representative of a corporation in relation to the meeting, or a person appointed as proxy of a member in relation to the meeting.

Voting at general meetings

39 Voting: general

39.1 On a vote on a resolution on a show of hands at a general meeting:

- (a) every shareholder present in person has one vote; and
- (b) every proxy present who has been duly appointed by one or more shareholders entitled to vote on the resolution has one vote (subject to section 285(2) of the 2006 Act).

39.2 On a vote on a resolution on a poll taken at a meeting, every shareholder present in person or by one or more duly appointed proxies has one vote in respect of each share held by him.

40 Poll votes

Paragraph 44(2) of the model articles is deleted and replaced with a new paragraph 44(2) as follows:

"A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the directors; or
- (c) any shareholder."

41 Content of proxy notices

The Company is not required to check or ensure that a person appointed as a proxy votes (or abstains from voting) in accordance with any instructions given by the shareholder by whom the proxy is appointed. A vote given, or poll demanded, by a proxy is valid even though the proxy does not vote in accordance with any such instructions.

Restrictions on members' rights

42 No voting of shares on which money owed to company

No voting rights attached to a share may be exercised in any way permitted by the 2006 Act unless all amounts payable to the Company in respect of that share have been paid.

Part 5: Administrative arrangements

43 Means of communication to be used

43.1 In addition to any other means of communication, the Company may send or supply any document or information which is authorised or required to be sent or supplied by the Company to its members by any provision of the Companies Acts or under these articles by making it available on a website.

- 43.2 The provisions of the 2006 Act which apply when documents or information to be sent or supplied under the Companies Acts are made available on a website also apply, with any necessary changes, when any document or information is to be sent or supplied by the Company under these articles.

44 When a communication from the Company is deemed received

Section 1147 of the 2006 Act applies to any document or information which is authorised or required to be sent or supplied by the Company to its members by any provision of the Companies Acts or under these articles as if:

- 44.1 section 1147(2) were deleted and replaced with a new section 1147(2) as follows:

"Where the document or information is sent by post (whether in hard copy or electronic form) and the company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the intended recipient (a) 24 hours after it was posted, if posted by first class post to an address in the United Kingdom, and (b) on the fifth working day after it was posted, if posted by international signed for post to an address outside the United Kingdom.";

- 44.2 in section 1147(3), the words "48 hours after it was sent" were deleted and replaced with the words "24 hours after it was sent"; and

- 44.3 section 1147(5) were deleted and replaced with a new section 1147(5) as follows:

"Where the document or information is handed to the intended recipient (whether in hard copy or electronic form), or is sent or supplied by hand and the company is able to show that it was properly addressed and sent at the cost of the company, it is deemed to have been received by the intended recipient when delivered.".

45 When a communication to the Company is deemed received

A document or information sent or supplied to the Company under these articles is deemed to have been received by the Company when it is received at the address specified by the Company for the purpose or at the Company's registered office, or (in the case of a document or information sent or supplied to the Company by a director) when it is produced to any directors' meeting.

46 Communications to and by joint holders

- 46.1 In the case of joint holders of a share:

- (a) a document or information will be validly sent or supplied to all the joint holders if sent or supplied to whichever of them is named first in the register of members in respect of the joint holding; and
- (b) anything to be agreed or specified in relation to a document or information to be sent or supplied to the joint holders may be agreed or specified by the joint holder whose name appears first in the register of members in respect of the joint holding, and this will bind all the joint holders.

- 46.2 References in article 45.1 to a document or information are references to any document or information which is authorised or required to be sent or supplied by the Company by any provision of the Companies Acts or under these articles.

47 Secured Institutions

- 47.1 Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof, where such transfer is:

- (a) to a bank or institution to which such shares have been mortgaged or charged by way of security (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) (a **Secured Institution**), or to any nominee of such Secured Institution, pursuant to any such security;
- (b) (executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or
- (c) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles:

- (a) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or to its nominee;
 - (b) no Secured Institution or its nominee; and
 - (c) no receiver or manager appointed by or on behalf of a Secured Institution or its nominee, shall be required to offer the shares which are or are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not.
- 47.2 Notwithstanding anything to the contrary contained in these Articles, the Company shall have no lien on any share that has been mortgaged or charged by way of security to a Secured Institution.