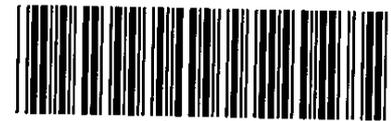


Company No. 06146113

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS  
OF  
GOHENRY LIMITED  
(the "Company")**

FRIDAY



LD5 \*L8AJA7IP\* #91  
26/07/2019  
COMPANIES HOUSE

On 19<sup>th</sup> July 2019 the following resolutions were duly passed as written resolutions of the Company pursuant to sections 288 to 300 of the Companies Act 2006:

**ORDINARY RESOLUTION**

1. **THAT**, subject to the passing of Resolution 3, the Directors be generally and unconditionally authorised for the purposes of section 551 of the Act to allot ordinary B shares of £0.0025 each in the capital of the Company (**B Shares**) and ordinary C shares of £0.0025 each in the capital of the Company (**C Shares** and together with **B Shares**, being **Shares**) and grant rights to subscribe for or to convert any security into Shares (**Rights**) up to an aggregate nominal amount of £10,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling five years after the date of these Resolutions save that the Directors may, before such expiry, make an offer or agreement which would or might require Shares to be allotted or Rights to be granted and the Directors may allot Shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

**SPECIAL RESOLUTIONS**

2. **THAT**, subject to the passing of Resolution 1 and 3 and in accordance with article 21.5.2 of the Articles, the Directors be generally empowered to allot Shares pursuant to the authority conferred by Resolution 1, as if the pre-emption rights set out article 21.5.2 of the Articles did not apply to such allotment, provided that this power shall: (i) be limited to the allotment of Shares up to an aggregate nominal amount of £10,000; and (ii) expire on the date falling five years after the date of these Resolutions (unless renewed, varied or revoked by the Company prior to or on that date), save that the Directors may, before such expiry, make an offer or agreement which would or might require Shares to be allotted after such expiry and the Directors may allot Shares in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

3. **THAT** the new articles of association of the Company in the form annexed to these Resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing Articles.

A handwritten signature in black ink, appearing to read "Louise Hill", written in a cursive style.

**Louise Mary Hill**

**DIRECTOR**

Company No 06146113

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**- of -**

**GOHENRY LIMITED**

(adopted by special resolution on 19<sup>th</sup> July 2019)

## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### 1. DEFINITIONS

1.1 In these Articles unless the context requires otherwise:

**A Shares:** means the ordinary A shares of £0.0025 each in the capital of the Company and **A Share** means an ordinary A share;

**A Shareholder:** means a person who is the registered holder of an A Share;

**Act:** means the Companies Act 2006, as amended from time to time;

**Acting in Concert:** has the meaning given to it in the City Code on Takeovers and Mergers;

**Approved Offer** means a bona fide offer made on an arms' length basis which is in writing and served on all Shareholders and which offers to purchase all of the Shares held by the Shareholders (including any Shares which may be allotted pursuant to the exercise or conversion of options, rights to subscribe for or securities convertible into Shares in existence at the date of such offer) which.

(a) is stipulated to be open for acceptance for at least 21 days; and

(b) is on terms that the sale and purchase of all Shares in respect of which the offer is accepted will be completed on the same terms, for consideration calculated in accordance with Article 0 and at the same time;

**Articles:** means the Company's articles of association as altered or varied from time to time and **Article** means a provision of these Articles;

**Auditors:** mean the auditors for the time being of the Company;

**B Shares:** means the ordinary B shares of £0.0025 each in the capital of the Company and **B Share** means an ordinary B share,

**B Shareholder:** means a person who is the registered holder of a B Share;

**B Threshold Amount:** means £200,000,000 (two hundred million pounds sterling);

**Bankruptcy:** includes individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

**Board:** means the board of directors of the Company from time to time and any committee of the Board constituted for the purpose of taking any action or decision contemplated by these Articles;

**C Shares:** means the ordinary C shares of £0.0025 each in the capital of the Company and **C Share** means an ordinary C share;

**C Shareholder:** means a person who is the registered holder of a C Share;

**C Threshold Amount:** means £400,000,000 (four hundred million pounds sterling),

**Cause.** means, in the case of a Shareholder who is an employee of the Company, that individual's;

(a) gross negligence, gross misconduct or a material or repudiatory breach of the terms of his/her employment agreement or any other agreement with the Company, including any material breach of obligations to the Company concerning confidentiality or intellectual property or non-compliance with non-compete obligations applicable during the term of the employment agreement;

- (b) fraud or an act of dishonesty;
- (c) conviction of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence); or
- (d) refusal to (or the failure to) substantially perform his/her duties and responsibilities to the Company lawfully prescribed to him/her by the Board after reasonable notice of such failure and a reasonable opportunity to cure such failure, and this definition is included in these Articles solely due to its use in the Share Option Plan;

**chairman:** has the meaning given in Article 11;

**Company:** means GoHenry Limited whose company number is 06146113;

**Controlling Interest:** means an interest of more than 50% of the Voting Shares for the time being in issue;

**Director:** means a director of the Company, and includes any person occupying the position of director, by whatever name called

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic Form:** has the meaning given in section 1168 of the Act;

**fully paid.** in relation to a Share, means the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

**Group:** means the Company and its subsidiary undertaking(s) (if any) from time to time and **Group Company** shall be construed accordingly;

**holder.** in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

**instrument:** means a document in hard copy form (which has the meaning given in section 1168 of the Act);

**Listing:** means the successful application and admission of all or any of the Shares (or securities representing such Shares) to or the grant of permission for the same to be admitted to or traded or quoted on the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

**Market Value:** has the meaning given in Article 23.5.2;

**NomineeCo:** means WCS Nominees Limited or such replacement nominee to which its Shares are transferred from time to time in accordance with Article 22.8;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**Ordinary Shareholder:** means a person who is the registered holder of an Ordinary Share;

**Ordinary Shares:** means the ordinary shares of £0.0025 each in the capital of the Company and **Ordinary Share** means an ordinary share;

**paid:** means paid or credited as paid;

**Proceeds of Sale.** means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;

**Shareholder:** means an Ordinary Shareholder, an A Shareholder, a B Shareholder and/or a C Shareholder (as the context requires);

**Shareholder Special Majority:** means the holder(s) of 75% or more of the Voting Shares for the time being in issue;

**Shareholder Special Majority Consent:** means the consent of the Shareholder Special Majority, given either by way of;

- (a) a written resolution signed by or on behalf the holder(s) of 75% or more of the Voting Shares for the time being in issue; or
- (b) by voting of the holder(s) of 75% or more of the Voting Shares for the time being in issue at a general meeting of the Company (properly convened and held in accordance with these Articles).

**Share Option Plan:** means the employee/advisor share option plan implemented by the Company on 19 May 2014 (as amended or replaced from time to time including, without limit, for the purposes of granting options over B Shares and/or C Shares and/or shares options to consultants);

**Shares:** means the Ordinary Shares, the A Shares, the B Shares and/or the C Shares and **Share** means an Ordinary Share, an A Share, a B Share and/or a C Share;

**Share Sale:** means the transfer or sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which will result in the purchaser of those Shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest, except where following completion of the sale the Shareholders and the proportion of Shares held by each of them are the same as the Shareholders and their shareholdings in the Company immediately prior to the sale;

**special resolution:** has the meaning given in section 283 of the Act;

**Surplus Assets:** has the meaning given to it in Article 21.5;

**subsidiary, subsidiary undertaking and parent undertaking:** have the meanings set out in the Act;

**transmittee:** means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

**Valuers:** means the Auditors unless;

- (a) a report on the Market Value is to be made pursuant to a Deemed Transfer Notice (as defined in Article 24.2) and, within 21 days after the date of the Deemed Transfer Notice, the Seller notifies the Board in writing that it objects to the Auditors making that report; or
- (b) the Auditors give notice to the company that they decline an instruction to report on Market Value,

when the Valuers shall be a firm of chartered accountants agreed between the Seller and the Board or, in default of agreement within 20 business days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Seller or the Board;

**Voting Shares:** means the Ordinary Shares and the A Shares;

**writing.** 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 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

1.3 For the purposes of section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with these Articles.

1.4 In these Articles the term "includes" or "including" shall mean includes or including without limitation.

## **2. LIABILITY OF MEMBERS**

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

## **PART 2**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **3. DIRECTORS' GENERAL AUTHORITY**

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

#### **4. SHAREHOLDERS' RESERVE POWER**

4.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

4.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **5. DIRECTORS MAY DELEGATE**

5.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

5.1.1 to such person or committee;

5.1.2 by such means (including by power of attorney);

5.1.3 to such an extent;

5.1.4 in relation to such matters or territories; and

5.1.5 on such terms and conditions,

as they think fit.

5.2 If the Directors so specify, any such delegate may authorise further delegation of the Directors' powers by any person to whom they are delegated.

5.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **6. COMMITTEES**

6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

### **DECISION-MAKING BY DIRECTORS**

#### **7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

7.1 The general rule about decision-making by Directors is that any decision of the Directors must be a majority decision at a meeting.

7.2 If:

7.2.1 the Company only has one Director; and

7.2.2 no provision of these Articles requires it to have more than one Director,

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

## **8. CALLING A DIRECTORS' MEETING**

8.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

8.2 Notice of any Directors' meeting must indicate:

8.2.1 its proposed date and time;

8.2.2 where it is to take place; and

8.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

8.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

8.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **9. PARTICIPATION IN DIRECTORS' MEETINGS**

9.1 Subject to these Articles, Directors participate in a Directors' meeting or part of a Directors' meeting, when:

9.1.1 the meeting has been called and takes place in accordance with these Articles; and

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

9.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

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

## **10. QUORUM FOR DIRECTORS' MEETINGS**

10.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting.

10.2 The quorum for Directors' meetings shall be three Directors present in person (or by alternate).

10.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

10.3.1 to appoint further Directors; or

10.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

## **11. CHAIRING OF DIRECTORS' MEETINGS**

- 11.1 The Directors may appoint a Director to chair their meetings.
- 11.2 The person so appointed for the time being is known as the chairman.
- 11.3 The Directors may terminate the chairman's appointment at any time 114 If the chairman is not participating in a Directors' meeting within 10 minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

## **12. CASTING VOTE**

- 12.1 Subject to Article 12.2, if the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting has a casting vote.
- 12.2 Article 12.1 shall not apply if, in accordance with these Articles, the chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **13. CONFLICTS OF INTEREST**

- 13.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 13.2 But if Article 13.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 13.3 This Article applies when:
  - 13.3.1 the Company by ordinary resolution disapplies the provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
  - 13.3.2 the Director's interest is not reasonably regarded as likely to give rise to a conflict of interests as decided by a majority decision of the Board (that Director whose interest is under consideration is not to be counted as participating for voting purposes); or
  - 13.3.3 the Director's conflict of interest arises from a permitted cause.
- 13.4 For the purposes of this Article, the following are permitted causes:
  - 13.4.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
  - 13.4.2 subscription, or an agreement to subscribe, for Shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such Shares or securities including the grant of an option over Shares pursuant to the Share Option Plan; and
  - 13.4.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former directors.
- 13.5 For the purposes of this Article 13, references to proposed decisions and decision making processes include any Directors' meeting or part of a Directors' meeting.
- 13.6 Subject to Article 13.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred

to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.

- 13.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### **14. RECORDS OF DECISIONS TO BE KEPT**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors.

#### **15. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to these Articles the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

### **APPOINTMENT OF DIRECTORS**

#### **16. METHODS OF APPOINTING DIRECTORS**

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:

- 16.1 by ordinary resolution; or  
16.2 by a decision of the Directors.

#### **17. TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a Director as soon as:

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

#### **18. DIRECTORS' REMUNERATION**

- 18.1 Directors may undertake any services for the Company that the Directors decide.  
18.2 Directors are entitled to such remuneration as the Directors determine:  
18.2.1 for their services to the Company as Directors; and  
18.2.2 for any other service which they undertake for the Company.

18.3 Subject to these Articles, a Director's remuneration may:

18.3.1 take any form; and

18.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

18.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

18.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **19. DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

19.1 meetings of Directors or committees of Directors;

19.2 general meetings; or

19.3 separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **20. ALTERNATE DIRECTORS**

20.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (Appointor) may appoint any Director or any other person as he thinks fit to be his alternate director to:

20.1.1 exercise that Director's powers; and

20.1.2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

20.2 The appointment of an alternate director shall not require approval by a resolution of the Directors.

20.3 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.

20.4 The notice must:

20.4.1 identify the proposed alternate; and

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

20.5 An alternate director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

20.6 Except as these Articles specify otherwise, alternate directors:

20.6.1 are deemed for all purposes to be Directors;

20.6.2 are liable for their own acts and omissions;

20.6.3 are subject to the same restrictions as their Appointors; and

20.6.4 are not deemed to be agents of or for their Appointors,

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

20.7 A person who is an alternate director but not a Director:

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

20.7.2 may sign a Directors' written resolution.

No alternate may be counted as more than one Director for such purposes.

20.8 A Director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors.

20.9 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

20.10 An alternate director's appointment as an alternate shall terminate:

20.10.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

20.10.2 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;

20.10.3 on the death of the alternate's Appointor; or

20.10.4 when the alternate's Appointor's appointment as a Director terminates.

### **PART 3**

#### **SHARES AND DISTRIBUTIONS SHARES**

#### **21. SHARES**

21.1 The Shares shall carry the rights and privileges set out in these Articles. No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

21.2 Except as provided in these Articles, the Ordinary Shares, the A Shares, the B Shares and the C Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.

#### **21.3 Voting**

21.3.1 The Ordinary Shares and the A Shares shall confer on each Ordinary Shareholder or A Shareholder (as applicable) 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.

21.3.2 Subject to Article 21.6, the B Shares and the C Shares shall not confer on any B Shareholder or C Shareholder (as applicable) any right to receive notice of or to attend, speak or vote at any general meetings of the Company or to receive or vote on proposed written resolutions of the Company.

**21.4 Dividends**

21.4.1 The Ordinary Shares and the A Shares carry the right to participate in any dividend to be paid by the Company.

21.4.2 The B Shares and the C Shares shall not carry any right to participate in any dividend to be paid by the Company other than pursuant to Article 21.5.

**21.5 Return of Capital, Share Sale and Listing**

**21.5.1 Return of capital**

On a return of capital on liquidation, capital reduction or otherwise (but excluding a purchase of own shares), any surplus assets of the Company remaining after the payment of its liabilities (the **Surplus Assets**) shall be applied in the following order of priority:

<b>Application of Surplus Assets (and order of priority)</b>	<b>Amount of Surplus Assets to be applied and paid to the holders of the Ordinary Shares and the A Shares (pro rata to the number of Ordinary and A Shares held, as if the Ordinary Shares and A Shares constituted one and the same class)</b>	<b>Amount of Surplus Assets to be applied and paid to the holders of the B Shares (pro rata to the number of B Shares held)</b>	<b>Amount of Surplus Assets to be applied and paid to the holders of the C Shares (pro rata to the number of C Shares held)</b>
In respect of the amount of the Surplus Assets up to and including the B Threshold Amount	99.999%	0.0005%	0.0005%
In respect of the amount of the Surplus Assets more than the B Threshold Amount and up to and including the C Threshold Amount	90%	9.9995%	0.0005%
In respect of the amount of the Surplus Assets more than the C Threshold Amount	80%	10%	10%

If the percentage of Surplus Assets to be applied and paid to one class of share (or more than one class of share) is 0.0005%, the payment obligation may be satisfied by paying any one shareholder (of the relevant classes or classes) this amount, rounded up to the nearest whole £1.

#### 21.5.2 Share sale and Listing

- (a) On a Share Sale the Proceeds of Sale (whether or not in cash and whether or not received on one or more than one occasions) shall be distributed to the Shareholders in accordance with the order of priority and payment set out in Article 21.5.1 as if such Share Sale was a return of capital. In the event that there is a Share Sale of less than the entire issued share capital of the Company, the order of priority for the distribution of the Proceeds of Sale will be calculated by reference to the value of the Company as a whole (assuming a sale of its entire issued share capital) implied by the Share Sale. On a Share Sale, the costs and expenses incurred by one or more of the Shareholders and/or the Company in connection with a Share Sale (on behalf of the Shareholders participating in the Share Sale as a whole) of a type approved by the Board (including legal, accounting and corporate finance fees and VAT thereon in connection with the Share Sale) shall be borne by the Shareholders participating the Share Sale pro rata to the amount received as part of such Share Sale.
- (b) In respect of a Listing, the Shareholders undertake to pass such resolutions as the Board reasonably direct to ensure that the shareholdings in the Company immediately prior to the Listing reflect the order of priority and entitlement to payment set out in Article 21.5.1 (including by converting shares to different classes such as deferred shares and/or paying up shares). For this purpose, the "Surplus Assets" shall be the Pre-New Money Valuation. The **Pre-New Money Valuation** means the proposed value of the Company on the Listing as determined by the Board after consultation with broker (or equivalent) of the Company (but excluding any new ordinary shares issued upon the Listing).

21.6 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 of Shares present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this Article 21.6, one holder of Shares present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

#### 21.7 Share Option Plan

Save unless otherwise approved by a Shareholder Special Majority, the Company shall not issue options over A Shares under the Share Option Plan in the event that such options (if exercised in full) would equate to more than 20% of the issued share capital of the Company from time to time (ignoring, for these purposes, any issued B Shares and/or C Shares). Subject to the rules of the Share Option Plan, the award of options under the Share Option Plan shall be upon such terms (e.g. as to vesting conditions, exercise price and exercise period) as may be decided by the Board from time to time.

#### 21.8 Further Issue of Shares

21.8.1 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

- 21.8.2 Except where otherwise agreed by the Shareholder Special Majority or where the issue of Shares or the grant of rights to be issued Shares (including, without limit, the grant of rights by way of share option) are pursuant to the Share Option Plan, all new Shares shall first be offered to the Shareholders in proportion to their respective holding of Shares Any such offer shall be notified to the Shareholders by the Board, stating (a) the amount that is being proposed to be raised, and (b) the issue price for the new Shares being proposed to be issued Any such offer shall be open for acceptance for 10 days from the date of notification If, following that period any Shares have still not been accepted, such Shares shall be at the disposal of the Board who may (within a period of six months from the end of the 10 day period) allot, grant options over or otherwise dispose of the same to such persons at a price per Share and on terms no less favourable than that/those at which the same were offered to the Shareholders, and otherwise on such terms as they think proper.
- 21.8.3 Save as otherwise stated in these Articles, sections 561, 562 and 563 of the Act shall not apply to the Company.
- 21.8.4 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

## 21.9 Variation of Rights

The rights attached to Shares set out in this Article 21 may (whether or not the Company is being wound up) only be varied, modified, abrogated or cancelled with Shareholder Special Majority Consent.

## 21.10 Company not Bound by Less than Absolute interests

21.10.1 Except as required by law or as otherwise required for the purpose of giving effect to Article 22.8, no person is to be recognised by the Company as holding any Share pursuant to any trust arrangement, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

### 21.10.2 Electronic Communications:

- (a) Without prejudice to Article 48, notices and any other communications sent or supplied, by or to Shareholders or Directors under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Act (including via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such Shareholder or Director or by electronic mail to any email address supplied to the Company, its officers or agents in writing by such Shareholders or Directors).
- (b) For the purposes of Article 21.10.2(a), the Company can assume that any email addresses supplied to the Company, its officers or agents by Shareholders or Directors are up to date and current, and it is the sole responsibility of each Shareholder and Director to update the Company as to any changes in their email addresses, and to ensure that the Company has and uses the correct email address In this regard, all Shareholders and Directors agree that the Company has no responsibility to any Shareholder or Director who fails to receive any notice or other communication as a result of the Shareholder or Director failing to comply with this Article 21.10.2.
- (c) When any notice or communication is sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, an email shall be sent to Shareholders to inform them of the existence of the notice or communication made on such website,

chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism in accordance with Schedule 5 of the Act.

- (d) Any notice or communication sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, shall be deemed to have been served on the intended recipient when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and any notice or communication sent by electronic mail or fax shall be deemed to be delivered at the time it was sent and shall be deemed to have been received 24 hours after its transmission.
- (e) The Company's obligation to send or supply any notice or communication to Shareholders or Directors is satisfied when the Company transmits an electronic message and the Company is not responsible for a failure in transmission beyond its control.
- (f) Each Shareholder and Director shall, for the purposes of paragraphs 6 and 9 of Schedule 5 of the Act, be deemed to have agreed to accept notices or communications from the Company in electronic form, and to them being made available on a website, by providing a copy of his email address and expressly consenting to that email address being used for the purpose of receiving notices or communications from the Company in electronic form, and to the Company making information available on a website.

#### **21.11 Share Certificates**

21.11.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

21.11.2 Every certificate must specify:

- (a) in respect of how many Shares, of what class, it is issued;
- (b) the nominal value of those Shares;
- (c) that the Shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

21.11.3 No certificate may be issued in respect of Shares of more than one class.

21.11.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

21.11.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Act.

#### **21.12 Replacement Share Certificates**

21.12.1 The conditions of issue of any Shares shall not require the Company to issue any Share certificate although the Board may resolve to do so.

21.12.2 The Company shall not be bound to issue more than one certificate in respect of Shares held jointly by two or more persons. Delivery of a certificate to the person first named in the register shall be sufficient delivery to all joint holders.

- 21.12.3 If the Board resolves to issue a Share certificate it may be issued under seal (by affixing the seal to or printing the seal or a representation of it on the certificate) or signed by at least two Directors or by at least one Director and the Secretary Such certificate shall specify the number and class of the Shares in respect of which it is issued and the amount or respective amounts paid up on it The Board may by resolution decide, either generally or in any particular case(s), that any signatures on any Share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be issued under seal or signed by any person.
- 21.12.4 Every Share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate The Company will not be responsible for any Share certificate lost or delayed in the course of delivery.

### 21.13 Share Transfers

- 21.13.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 21.13.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 21.13.3 The Company may retain any instrument of transfer which is registered.
- 21.13.4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 21.13.5 The Directors may refuse to register the transfer of a Share, and if they do so the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 21.13.6 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.
- 21.13.7 No Shareholder shall sell, transfer, assign, charge or otherwise dispose of any Share or any interest in any Share except in accordance with Articles 22, 22.8, 23, 24, 25 or 26.

## 22. PERMITTED TRANSFERS

- 22.1 For the purposes of Articles 22, 22.8, 23 and 24:
- 22.1.1 **Family Company** means, in relation to a Shareholder, a company which is controlled by such Shareholder or a Family Member or a Family Trust;
- 22.1.2 **Family Member** means, in relation to a Shareholder, any of his spouse, civil partner (or widow or widower), children and grandchildren (including step and adopted children and grandchildren);
- 22.1.3 **Family Shares** means, in relation to a Shareholder, any Shares for the time being held by that Shareholder or any of his Family Members or trustees of his Family Trust;
- 22.1.4 **Family Trust** means, in relation to a Shareholder, a trust (including a self-invested personal pension) which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that Shareholder or (if applicable) any of his Family Members and under which no power of control over the voting powers conferred by any Shares, the subject of the trust is capable of being

exercised by, or being subject to the consent of, any person other than the trustees or such Shareholder or (if applicable) any of his Family Members; and

- 22.1.5 **permitted transfer** means any transfer of Shares expressly permitted under this Article 22.
- 22.2 Subject to Article 22.3.1, any Shareholder who is an individual may at any time transfer Shares originally allotted to and still held by him to a person or persons shown to the prior reasonable satisfaction of the Board to be:
- 22.2.1 a Family Member of his; or
- 22.2.2 trustees to be held under a Family Trust for that Shareholder; or
- 22.2.3 a Family Company of his.
- 22.3 Where Shares are held by trustees under a Family Trust:
- 22.3.1 those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust whose identity has been approved in writing by the Board;
- 22.3.2 those Shares may at any time be transferred by those trustees to the settlor of that trust or any other person or entity to whom the settlor could have transferred them under Article 22.2 if he had remained the holder of them; and
- 22.3.3 if and whenever any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under Article 22.3.2), the trustees shall forthwith give a Transfer Notice (as defined in Article 23.2) in respect of all the Shares then held by those trustees and in any event within 28 days of the Shares ceasing to be so held.
- 22.4 If any person has acquired Shares as a Family Member of a Shareholder by way of one or more permitted transfers and that person ceases to be a Family Member of that Shareholder, that person shall forthwith transfer all the Shares then held by that person back to that Shareholder, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at Market Value (calculated in accordance with Article 23.12).
- 22.5 A Family Company shall be entitled at any time to transfer any Shares held by it to any person who is from time to time a shareholder of the Family Company or to the trustees of a Family Trust.
- 22.6 If the personal representatives of a deceased Shareholder are permitted under these Articles to become registered as the holders of any of the deceased Shareholder's Shares and elect to do so, such Shares may at any time be transferred by those personal representatives under this Article 22 to any person to whom the deceased Shareholder could have transferred such Shares under this Article 22 if he had remained the holder of them. No other transfer of such Shares by personal representatives shall be permitted under this Article 22.
- 22.7 Any transfer of any Share pursuant to this Article 22 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust, where applicable).
- 22.8 **NomineeCo Permitted Transfers**
- 22.8.1 NomineeCo may at any time transfer all (but not some only) of the Shares held by it, subject always to any trusts and/or any other agreement relating to the terms on which it holds such Shares, to a suitable third party trust company for administrative purposes, provided that the identity of such proposed transferee has been approved in writing by the Board (such approval not to be unreasonably withheld or delayed).

22.8.2 Where NomineeCo is the holder of any Shares on trust for another person (a **Beneficial Owner**) then, subject to any declaration of trust or other agreement between NomineeCo and the Beneficial Owner, the Beneficial Owner shall be entitled at any time to transfer his beneficial interest in those Shares without restriction to:

- (a) a Family Member of such Beneficial Owner;
- (b) a Family Trust of such Beneficial Owner; or
- (c) any other Shareholder whose Shares are also held on trust by NomineeCo, provided that, in each such case, the legal title in such Shares continues to be held by NomineeCo.

### **23. VOLUNTARY TRANSFERS**

23.1 Except as otherwise permitted by Articles 22, 22.8 and this Article 23, no Shares held by a Shareholder (**Seller**) may be transferred unless his Shares are first offered to each of the other Shareholders in accordance with this Article 23.

23.2 Before transferring any Shares the Seller shall give notice in writing (**Transfer Notice**) to the Company irrevocably appointing the Company as his agent for the sale of the Shares mentioned in the notice together with all rights in those Shares.

23.3 In the Transfer Notice the Seller shall specify:

- 23.3.1 the number of Shares which he wishes to transfer (Sale Shares);
- 23.3.2 the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares;
- 23.3.3 the price per share at which the Seller wishes to transfer the Sale Shares (**Proposed Price**);
- 23.3.4 any other terms relating to the transfer of the Sale Shares; and
- 23.3.5 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 23 (**Total Transfer Condition**).

23.4 Each Transfer Notice shall

- 23.4.1 relate to one class of Share only;
- 23.4.2 constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 23;
- 23.4.3 save as provided in Article 23.6, be irrevocable; and
- 23.4.4 not contain or be deemed to contain a Total Transfer Condition unless the same is both expressly stated therein and permitted by these Articles.

23.5 The Sale Shares shall be offered for purchase in accordance with this Article 23 at a price per Sale Share (**Sale Price**) agreed between the Seller and the Board or, in default of such agreement by the end of the 25<sup>th</sup> business day after the date of service of the Transfer Notice, the lower of:

- 23.5.1 the Proposed Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 25<sup>th</sup> business day; and

- 23.5.2 if the Board elects within that 25 business day period after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with Article 23.12 (**Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuers' report).
- 23.6 If the Market Value is reported on by the Valuers under Article 23.5.2 to be less than the Proposed Price, the Seller may revoke the Transfer Notice by written notice given to the Board within the period of seven business days after the date the Board serves on the Seller the Valuers' written opinion of the Market Value (**Withdrawal Period**).
- 23.7 Within 14 days of receiving the Transfer Notice the Company shall by notice in writing (**Offer Notice**) invite each of the other Shareholders to state in writing to the Company within 14 days of the date of the offer (**Offer Period**) the number of Sale Shares in respect of which they wish to accept the offer and the Company shall offer the Sale Shares in the following order of priority:
- 23.7.1 first, to all Shareholders (other than the Shareholder to whose Sale Shares the Offer Notice relates) in accordance with their then existing pro rata holdings of Shares;
- 23.7.2 second, to any Shareholders who indicate that they wish to purchase more Sale Shares than they may otherwise be entitled to purchase under Article 23.7.1), which, in the event of over-subscription under this Article 23.7.2, shall be determined according to the Shareholders' then existing pro rata holdings of Shares or the amount of the Sale Shares in respect of which they have accepted the offer, whichever is less; and
- 23.7.3 third, to the proposed transferee specified in the Transfer Notice.
- 23.8 If a Shareholder wishes to accept the offer (**Accepting Shareholder**) he shall give written notice to the Company on or before the end of the Offer Period.
- 23.9 The Directors shall within seven days of the end of the Offer Period notify the Accepting Shareholders of their allocation and shall inform the Seller of the identity of the Accepting Shareholders and the number of Sale Shares allocated to each Accepting Shareholder.
- 23.10 If, following Article 23.7, there are still no or insufficient acceptances of the offer, the Company shall inform the Seller within seven days of the end of the Offer Period and the Seller may transfer those Sale Shares for which there are no Accepting Shareholders to a bona fide third party purchaser approved in writing by the Board (such consent not to be unreasonably withheld or delayed) at a price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed third party purchaser, provided that:
- 23.10.1 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of the Board, to sell only some of the Sale Shares under this Article 23; and
- 23.10.2 such transfer must be completed within 60 days of the date of such notice from the Company.
- 23.11 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 23:
- 23.11.1 the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of that Seller for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Seller's behalf;
- 23.11.2 the Company may receive the purchase money for such Sale Shares from the Accepting Shareholder and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Accepting Shareholder as the holder of such Sale Shares;

- 23.11.3 the Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held;
  - 23.11.4 the Company's receipt for such purchase money shall be a good discharge to the Accepting Shareholder who shall not be bound to see to the application of it, and
  - 23.11.5 after the name of the Shareholder has been entered in the register of members in purported exercise of the power conferred by this Article 23.11, the validity of the proceedings shall not be questioned by any person
- 23.12 If instructed to report on their opinion of Market Value under these Articles the Valuers shall:
- 23.12.1 act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (except in the case of manifest error); and
  - 23.12.2 proceed on the basis that the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of Shares of which the Sale Shares forms part, divided by the number of issued Shares then comprised in that class.
- 23.13 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 25 business days of being requested to do so.
- 23.14 The Valuers' fees for reporting on their opinion of the Market Value shall be paid as to one half by the Setter and as to the other half by the Accepting Shareholders pro rata to the number of Sale Shares purchased by them unless:
- 23.14.1 the Seller revokes the Transfer Notice pursuant to Article 23.6; or
  - 23.14.2 none of the Sale Shares are purchased pursuant to this Article 23,
- when the Seller shall pay all the Valuers' fees.
- 23.15 The provisions of this Article 23 shall not apply where the Company purchases or proposes to purchase any of its own Shares (including any redeemable Shares).

#### **24. COMPULSORY TRANSFERS**

- 24.1 In this Article 24, a Transfer Event occurs, in relation to any Shareholder:
- 24.1.1 if that Shareholder being an individual.
    - (a) becomes bankrupt or makes or purports to make any arrangement or composition with his creditors generally; or
    - (b) suffers from mental disorder and is admitted to hospital or becomes subject to any court order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have;
  - 24.1.2 if that Shareholder being a body corporate either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over all or any part of its undertaking or assets;
  - 24.1.3 if a Shareholder or any Family Member or the trustees of any Family Trust of a Shareholder shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with Articles 22, 22.8, 23 and this Article 24, or
  - 24.1.4 if a Shareholder shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Articles 22.3.3 or 22.6,

and within the following 12 months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 24.

- 24.2 Upon the Board passing a resolution under Article 24.1 that the same is a Transfer Event the Shareholder in respect of whom it is a Transfer Event (**Relevant Shareholder**) and any other Shareholder who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Shareholder(s) (**Deemed Transfer Notice**) (which expression includes a Transfer Notice given under Articles 22.3.3 or 22.6).
- 24.3 For the purpose of Articles 24.2 and 24.4, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as included within the Deemed Transfer Notice.
- 24.4 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- 24.5 Notwithstanding any other provision of these Articles, if the Board so resolves in relation to any Shares, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the company of another person as the holder of those Shares.
- 24.6 The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 23 as if they were Shares in respect of which a Transfer Notice had been given and treating as the Seller the person who is deemed to have given the Deemed Transfer Notice save that:
- 24.6.1 the Sale Price shall be a price per Sale Share agreed between the Seller and the Board or, in default of agreement within 10 business days after the making of the resolution under Article 24.1 that the same is a Transfer Event, the Market Value;
  - 24.6.2 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 23.6 or otherwise;
  - 24.6.3 the Seller may retain any Sale Shares for which Accepting Shareholders are not found;
  - 24.6.4 the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and
  - 24.6.5 Article 26 shall apply.
- 24.7 Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then no permitted transfer under Article 22 may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period(s) of allocation permitted under Article 23 shall have expired without such allocation.

## 25. TAG ALONG

- 25.1 Except in the case of permitted transfers pursuant to Articles 22 and 22.8, and after going through the pre-emption procedure set out in Article 23, the provisions of this Article 25 shall apply if, in one or a series of related transactions, one or more Shareholders (**Seller**) proposes 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.

- 25.2 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 12 months preceding the date of the Proposed Transfer (**Specified Price**) provided that the price between Shareholders shall be adjusted to reflect the allocation of proceeds as set out in Article 0.
- 25.3 The Offer shall be given by written notice (**Offer Notice**), at least 30 days (**Offer Period**) before the proposed sale date (**Sale Date**). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 25.3.1 the identity of the Buyer;
  - 25.3.2 the purchase price and other terms and conditions of payment;
  - 25.3.3 the Offer Period;
  - 25.3.4 the Sale Date; and
  - 25.3.5 the number of Shares proposed to be purchased by the Buyer (Offer Shares).
- 25.4 If the Buyer fails to make the Offer to all of the Shareholders in accordance with Articles 25.2 and 25.3, 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.
- 25.5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Shares held by Accepting Shareholders.
- 25.6 Any Proposed Transfer is subject to the pre-emption provisions of Article 23, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

## **26. DRAG ALONG**

- 26.1 Whenever an Approved Offer is made, the Shareholder Special Majority shall have the right (**Drag Along Right**) to require (in the manner set out in Article 26.2) all of the other holders of Shares (**Other Shareholders**) to accept the Approved Offer in full and transfer their Shares to the Buyer with full title guarantee.
- 26.2 The Drag Along Right may be exercised by the service of notice on the Other Shareholders at the same time as, or within seven days following the making of the Approved Offer.
- 26.3 On the exercise of the Drag Along Right, each of the Other Shareholders shall be required to accept the Approved Offer in respect of their entire holdings of Shares and to comply with the obligations required by such acceptance.
- 26.4 If any of the Other Shareholders fail to accept the Approved Offer or, having accepted such offer, fail to complete the sale of any of their Shares pursuant to the Approved Offer, or otherwise fail to take any action required of them under the terms of the Approved Offer, any person nominated by the Directors (or any persons so authorised by the Directors) may accept the offer on behalf of the Other Shareholders in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholders in question. In particular, such person may execute the necessary transfers (or any other documents required to effect such transfers) on the Other Shareholders' behalf, and against:
- 26.4.1 receipt by the Company (on trust for such Other Shareholders) of the consideration payable for the relevant Shares (the receipt being a good discharge to the Buyer, who shall not be bound to see the application of it); and

- 26.4.2 compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer, deliver such transfers to the Buyer (or its nominee) The Directors will then authorise registration of the transfers and of the Buyer (or its nominee) as the holder of the Shares so transferred After registration, the title of the Buyer (or its nominee) as registered holder of such Shares shall not be affected by any irregularity in, or invalidity of such proceedings, which shall not be questioned by any person The Other Shareholders shall in such a case be bound to deliver up their certificates for their Shares to the Company, or a statutory declaration of loss (as appropriate) whereupon the Other Shareholders shall be entitled to receive the purchase price for such Shares.

## **27. TRANSMISSION OF SHARES**

- 27.1 If title to a Share passes to a transferee, the Company may only recognise the transferee as having any title to that Share.
- 27.2 A transferee who produces such evidence of entitlement to Shares as the Directors may properly require:
- 27.2.1 may, subject to these Articles (and in particular Article 23 shall apply to any transfer to another person), choose either to become the holder of those Shares or to have them transferred to another person; and
- 27.2.2 subject to these Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had,

but transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares.

## **28. EXERCISE OF TRANSFERREES' RIGHTS**

- 28.1 Transferees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 28.2 If the transferee wishes to have a Share transferred to another person, the transferee must execute an instrument of transfer in respect of it (and in particular Article 23 shall apply to any transfer to another person).
- 28.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transferee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

## **29. TRANSFERREES BOUND BY PRIOR NOTICES**

If a notice is given to a Shareholder in respect of Shares and a transferee is entitled to those Shares, the transferee is bound by the notice if it was given to the Shareholder before the transferee's name has been entered in the register of members.

## **30. PROCEDURE FOR DECLARING DIVIDENDS**

- 30.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 30.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount Such a dividend must not exceed the amount recommended by the Directors.
- 30.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

- 30.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 30.5 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 30.6 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

### **31. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 31.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
  - 31.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide;
  - 31.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 31.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - 31.1.4 any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 31.2 In these Articles, distribution recipient means, in respect of a Share in respect of which a dividend or other sum is payable:
  - 31.2.1 the holder of the Share; or
  - 31.2.2 the Share has two or more joint holders, whichever of them is named first in the register of members; or
  - 31.2.3 if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the transmittee.

### **32. NO INTEREST ON DISTRIBUTIONS**

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- 32.1 the terms of which the Share was issued; or
- 32.2 the provisions of another agreement between the holder of that Share and the Company.

### **33. UNCLAIMED DISTRIBUTIONS**

- 33.1 All dividends or other sums which are:
  - 33.1.1 payable in respect of Shares; and
  - 33.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the company until claimed.

33.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

33.3 If:

33.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

33.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

#### **34. NON-CASH DISTRIBUTIONS**

34.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring noncash assets of equivalent value (including, without limitation, Shares or other securities in any company).

34.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

34.2.1 fixing the value of any assets;

34.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

34.2.3 vesting any assets in trustees.

#### **35. WAIVER OF DISTRIBUTIONS**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

35.1 the Share has more than one holder; or

35.2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

### **CAPITALISATION OF PROFITS**

#### **36. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

36.1 Subject to these Articles, the Directors may, if they are so authorised by an ordinary resolution:

36.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

36.1.2 appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions.

- 36.2 Capitalised sums must be applied:
- 36.2.1 on behalf of the persons entitled; and
  - 36.2.2 in the same proportions as a dividend would have been distributed to them.
- 36.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 36.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 36.5 Subject to these Articles the Directors may:
- 36.5.1 apply capitalised sums in accordance with Articles 36.3 and 36.4 partly in one way and partly in another;
  - 36.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
  - 36.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.
- 36.6 **Purchase of Own Shares by the Company**
- Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of
- 36.6.1 £15,000; and
  - 36.6.2 the value of 5% of the Company's share capital.

#### **PART 4**

### **DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS**

#### **37. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 37.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 37.2 A person is able to exercise the right to vote at a general meeting when:
- 37.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 37.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 37.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 37.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- 37.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### **38. QUORUM FOR GENERAL MEETINGS**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum shall be three members present in person or by proxy.

### **39. CHAIRING GENERAL MEETINGS**

- 39.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 39.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start:
- 39.2.1 the directors present; or
  - 39.2.2 (if no directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 39.3 The person chairing a meeting in accordance with this Article 39 is referred to as the chairman of the meeting.

### **40. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

- 40.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 40.2 The chairman of the meeting may permit other persons who are not:
- 40.2.1 Shareholders of the Company; or
  - 40.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings
- to attend and speak at a general meeting.

### **41. ADJOURNMENT**

- 41.1 If the persons attending a general meeting, within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 41.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 41.2.1 the meeting consents to an adjournment; or
  - 41.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 41.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 41.4 When adjourning a general meeting, the chairman of the meeting must:
- 41.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

- 41.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 41.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
  - 41.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
  - 41.5.2 containing the same information which such notice is required to contain.
- 41.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **VOTING AT GENERAL MEETINGS.**

#### **42. VOTING: GENERAL**

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

#### **43. ERRORS AND DISPUTES**

- 43.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 43.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

#### **44. POLL VOTES**

- 44.1 A poll on a resolution may be demanded:
  - 44.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 44.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 44.2 A poll may be demanded by:
  - 44.2.1 the chairman of the meeting;
  - 44.2.2 the Directors;
  - 44.2.3 two or more persons having the right to vote on the resolution; or
  - 44.2.4 a person or persons representing not less than one-tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 44.3 A demand for a poll may be withdrawn if:
  - 44.3.1 the poll has not yet been taken; and
  - 44.3.2 the chairman of the meeting consents to the withdrawal.
- 44.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **45. CONTENT OF PROXY NOTICES**

- 45.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

- 45.1.1 states the name and address of the Shareholder appointing the proxy;
  - 45.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
  - 45.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 45.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 45.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 45.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 45.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 45.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **46. DELIVERY OF PROXY NOTICES**

- 46.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 46.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 46.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 46.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### **47. AMENDMENTS TO RESOLUTIONS**

- 47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 47.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - 47.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 47.2 A special resolution to be propose at a general meeting may be amended by ordinary resolution, if:
- 47.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

47.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

47.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution Part 5.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **48. MEANS OF COMMUNICATION TO BE USED**

48.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

48.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

48.3 A Director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **49. COMPANY SEALS**

49.1 Any common seal may only be used by the authority of the Directors.

49.2 The Directors may decide by what means and in what form any common seal is to be used:

49.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

49.4 For the purposes of this Article 49, an **authorised person** is:

49.4.1 any Director or the Company secretary (if any); or

49.4.2 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

#### **50. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder

#### **51. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

### **Directors' Indemnity and Insurance**

## 52. INDEMNITY

52.1 Subject to Article 52.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

52.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

52.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and

52.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

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

52.3 In this Article:

52.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

52.3.2 a relevant director means any Director or former director of the Company or an associated company.

## 53. INSURANCE

53.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

53.2 In this Article:

53.2.1 a **relevant director** means any Director or former director of the Company or an associated company;

53.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

53.2.3 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.